



ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 091
Date: 19 AUGUST 2022

This notice applies if you hold an **Access Letters Contract (Contract)** with **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 185 Farringdon Road, 4th Floor, London EC1A 1AA.

1 Definitions and interpretation

- 1.1 If a word or expression is defined in this notice, it shall have the meaning given in this notice.
- 1.2 Any words or expressions which are not defined in this notice, but have an initial capital letter, shall have the meanings given to them in the Contract.
- 1.3 All of the rules about how to interpret the Contract shall apply to this notice.

2 Interaction between this Contract Change Notice and Contract Change Notice: Number 087

- 2.1 On 30 November 2021 we issued Access Letters Contract Change Notice: Number 087 (**CCN087**) to make certain changes to the Contract. CCN087 was scheduled to take effect on 16 June 2022, but its implementation has now been delayed by us.
- 2.2 It is expected that CCN087 will take effect at a future date which is to be confirmed but which may be before or after this Contract Change Notice takes effect. This Contract Change Notice therefore deals with the changes to the Access Letters Contract in both the scenario where CCN087 has not taken effect and the scenario where it has (as the changes in this Contract Change Notice will interact with changes to be made under CCN087) as follows:
 - 2.2.1 if CCN087 has not taken effect on the date that this Contract Change Notice comes into effect as set out in paragraph 3.2 of this Change Notice (**CCN Effective Date**), the changes made to the Contract as at the CCN Effective Date shall be those set out in Part A however if CCN087 subsequently comes into effect following the CCN Effective Date, the changes set out in Part B shall automatically come into effect on the date on which CCN087 comes into effect and shall replace those set out in Part A; and
 - 2.2.2 if CCN087 has taken effect on or prior to the CCN Effective Date, the changes made to the Contract as at the CCN Effective Date shall be those set out in Part B.

3 Changes to the Contract

- 3.1 Under:
 - 3.1.1 clause 13.2.1(a) of the General Access Terms and Conditions in respect of the change to the definition of "Royal Mail SSC Percentage" as more fully described below; and

3.1.2 clause 13.2.1(b) of the General Access Terms and Conditions in respect of all other changes, we hereby notify you of the changes to the Contract (as set out in Part A and/or Part B, as determined in accordance with paragraph 2.2 of this Change Notice).

3.2 The changes detailed in this Change Control Notice will take effect from 1 April 2023.

Part A

4 Changes to the Contract

4.1 In Schedule 1 (Definitions and Interpretations), the definition of "Royal Mail SSC Percentage" shall be amended as follows:

4.1.1 **Royal Mail SSC Percentage** the volume of Mailing Items delivered by us for each SSC in the applicable Financial Year expressed as a percentage of total volume delivered by us for all SSCs in the applicable Financial Year;

4.2 In the section entitled 'Terms used in Schedule 3 – Price Plans' in Schedule 1 (Definitions and Interpretation)

4.2.1 the definition of "National Spread Benchmark" shall be amended as follows:

National Spread Benchmark our geographic profile as measured by the combined volumes of Retail bulk Mailing Items and Access Mailing Items for each SSC in the applicable Financial Year expressed as a percentage of total volumes for Retail bulk Mailing Items and Access Mailing Items for all SSCs in that Financial Year, as published by us within a reasonable time period after the end of each Financial Year;

4.2.2 the definition of "Royal Mail Zonal Posting Profile" shall be amended as follows:

Royal Mail Zonal Posting Profile our zonal posting profile as measured by the combined volumes of Retail bulk Mailing Items and Access Mailing Items delivered by us to each Zone (excluding London for the purposes of the Regional Price Plan) in each Financial Year and expressed as a percentage of the total volume of all those Mailing Items delivered by us to all Zones (excluding London for the purposes of the Regional Price Plan) in each Financial Year, as published by us within a reasonable time period after the end of each Financial Year;

4.2.3 the definition of "Urban Density Benchmark" shall be amended as follows:

Urban Density Benchmark our urban density profile for each SSC. We will measure the urban density profile for a given SSC by using the combined volumes of Retail Bulk Mail Items and Access Mailing Items for that SSC in the applicable Financial Year to determine the urban volume for that SSC and expressing the urban volume for that SSC as a percentage of the total volume of Retail bulk Mailing Items and Access Mailing Items for that SSC in that Financial Year, as published by us within a reasonable time period after the end of each Financial Year;

4.2.4 the definition of "Urban Volume" shall be amended as follows:

Urban Volume the volume of your Mailing Items delivered in the applicable Financial Year to those Postcode Sectors that we classify as having a high density of delivery points and/or businesses as published on our Website;

4.3 In the section entitled "Terms used in Schedule 3 – Price Plans" in Schedule 1 (Definitions and Interpretation) new definitions shall be inserted as follows:

4.3.1 **Dynamic National Spread Benchmark** a dynamic version of our National Spread Benchmark which we use to provide you with regular updates on your performance against the Profile Commitment in accordance with paragraph 8 'Reviews' of Schedule 3 – Price Plans OPTION A (National Price Plan One (SSCs)). It is calculated using the same methodology as the

National Spread Benchmark, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than the Financial Year and it will be provided by us to affected customers within a reasonable time period after the end of each Quarter.

4.3.2 **Dynamic Royal Mail Zonal Posting Profile** a dynamic version of our Royal Mail Zonal Posting Profile which we use to provide you with regular updates on your performance against the Profile Commitment in accordance with paragraph 5 'Reviews' of Schedule 3 - Price Plans OPTION B (Averaged Price Plan Two (Zones)) and paragraph 4 'Reviews' of Schedule 3 - Price Plans OPTION D (Regional Price Plan (Zones)). It is calculated using the same methodology as the Royal Mail Zonal Posting Profile, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than the Financial Year and it will be provided by us to affected customers within a reasonable time period after the end of each Quarter.

4.3.3 **Dynamic Urban Density Benchmark** a dynamic version of our Urban Density Benchmark which we use to provide you with regular updates on your performance against the Profile Commitment in accordance with paragraph 8 'Reviews' of Schedule 3 - Price Plans OPTION A (National Price Plan Once (SSCs)). It is calculated using the same methodology as the Urban Density Benchmark, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than the Financial Year and it will be provided by us to affected customers within a reasonable time period after the end of each Quarter.

OPTION A

4.4 Paragraph 1.2 of Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)) shall be deleted in its entirety.

4.5 All references to "Contract Year" in Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)) shall be amended to read 'Financial Year'

4.6 Paragraphs 8.1 and 8.2 in Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)) shall be amended as follows:

4.6.1 all references to "National Spread Benchmark" shall be amended to read "Dynamic National Spread Benchmark"; and

4.6.2 all references to "Urban Density Benchmark" shall be amended to read "Dynamic Urban Density Benchmark".

4.7 Paragraph 8.3 in Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)) shall be amended as follows:

8.3 We will provide you with details of your Actual Posting Profile on a monthly basis in a written report within a reasonable time after the end of the month to which the report applies. In the written report after the end of each Quarter, we will also:

(a) provide details of your performance against the Dynamic National Spread Benchmark and/or Dynamic Urban Density Benchmark; and

(b) indicate whether according to the national spread and urban density of your Daily Postings to that point you are likely to be required to pay Profile Surcharges for that Financial Year.

OPTION B

- 4.8 Paragraphs 5.1 and 5.2 in Schedule 3 – Price Plans OPTION B (Averaged Price Plan Two (Zones)) shall be amended as follows:

5.1 Where we accept your uploaded data pursuant to paragraph 4.3 or we use the data derived from our processing machines pursuant to paragraph 4.4, we will provide details of your Actual Posting Profile on a monthly basis in a written report within a reasonable time after the end of the month to which the report applies. In the written report after the end of each Quarter, we will also:

(a) provide details of your performance against the Dynamic Royal Mail Zonal Posting Profile; and

(b) indicate whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay Profile Surcharges for that Financial Year.

5.2 Where we undertake statistical sampling pursuant to paragraph 4.5, we will share your performance against the Dynamic Royal Mail Zonal Posting Profile in a written report within a reasonable time after the end of the Quarter to which the report applies. This report will also indicate whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay Profile Surcharges for that Financial Year.

- 4.9 Paragraph 5.3 in Schedule 3 – Price Plans OPTION B (Average Price Plan Two (Zones)) shall be amended as follows:

5.3 If the date on which we begin assessment is part way through a Financial Year, we will increase our sampling during the remainder of that Financial Year to ensure we achieve statistically valid sampling results for that Financial Year.

OPTION D

- 4.10 Paragraph 1.4 in Schedule 3 – Price Plans OPTION D (Regional Price Plan (Zones)) shall be amended as follows:

1.4 We provide a reference table of each Region's Royal Mail Zonal Posting Profile within the Regional Zonal Calculator available on the Website which we will update from time to time following the end of each applicable Financial Year.

- 4.11 Paragraph 4.1 in Schedule 3 – Price Plans OPTION D (Regional Price Plan (Zones)) shall be amended as follows:

4.1 We will review your Actual Posting Profile for each chosen Region and we will provide you with details of your Actual Posting Profile on a monthly basis in a written report in respect of your performance within a reasonable time after the end of the calendar month to which the report applies. In the written report after the end of each Quarter, we will also:

(a) provide details of your performance against the Dynamic Royal Mail Zonal Posting Profile; and

(b) indicate whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay Profile Surcharges for that Financial Year.

Part B

5 Changes to the Contract

5.1 In the section entitled 'Definitions' in Schedule 1 (Definitions and Interpretation):

5.1.1 the definition of "National Spread Benchmark" shall be amended as follows:

National Spread Benchmark means our geographic profile as measured by the combined volumes of Retail bulk Mailing Items and Access Mailing Items for each SSC in the applicable Financial Year expressed as a percentage of total volumes for Retail bulk Mailing Items and Access Mailing Items for all SSCs in the Financial Year, as published by us within a reasonable time period after the end of each Financial Year;

5.1.2 the definition of "Royal Mail SSC Percentage" shall be amended as follows:

Royal Mail SSC Percentage means the volume of Mailing Items delivered by us for each SSC in the applicable Financial Year expressed as a percentage of total volume delivered by us for all SCCs in the applicable Financial Year;

5.1.3 the definition of "Royal Mail Zonal Posting Profile" shall be amended as follows:

Royal Mail Zonal Posting Profile means our zonal posting profile as measured by the combined volumes of retail bulk Mailing Items and access Mailing Items delivered by us to each Zone (excluding London for the purposes of the Regional Price Plan) in each Financial Year and expressed as a percentage of the total volume of all those Mailing Items delivered by us to all Zones (excluding London for the purposes of the Regional Price Plan) in each Financial Year, as published by us within a reasonable time period after the end of each Financial Year;

5.1.4 the definition of "Urban Density Benchmark" shall be amended as follows:

Urban Density Benchmark means our urban density profile for each SSC. We will measure the urban density profile for a given SSC by using the combined volumes of Retail Bulk Mail Items and Access Mailing Items for that SSC in the applicable Financial Year to determine the Urban Volume for that SSC and expressing the Urban Volume for that SSC as a percentage of the total volume of Retail bulk Mailing Items and Access Mailing Items for that SSC in that Financial Year, as published by us within a reasonable time period after the end of each Financial Year; and

5.1.5 the definition of "Urban Volume" shall be amended as follows:

Urban Volume means the volume of your Mailing Items delivered in the applicable Financial Year to those Postcode Sectors that we classify as having a high density of delivery points and/or businesses as published on our Website.

5.2 In the section entitled 'Definitions' in Schedule 1 (Definitions and Interpretation) three new definitions will be added as follows:

5.2.1 **Dynamic National Spread Benchmark** means a dynamic version of our National Spread Benchmark which we use to provide you with regular updates on your performance against the Profile Commitment in accordance with paragraph 8 'Reviews' of Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)). It is calculated using the same methodology as the National Spread Benchmark, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than

the Financial Year and it will be provided by us to affected customers within a reasonable time period after the end of each Quarter.

- 5.2.2 **Dynamic Royal Mail Zonal Posting Profile** means a dynamic version of our Royal Mail Zonal Posting Profile which we use to provide you with regular updates on your performance against the Profile Commitment in accordance with paragraph 5 'Reviews' of Schedule 3 - Price Plans OPTION B (Averaged Price Plan Two (Zones)) and paragraph 4 'Reviews' of Schedule 3 - Price Plans OPTION D (Regional Price Plan (Zones)). It is calculated using the same methodology as the Royal Mail Zonal Posting Profile, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than the Financial Year and it will be provided by us to affected customers within a reasonable time period after the end of each Quarter.
- 5.2.3 **Dynamic Urban Density Benchmark** means a dynamic version of our Urban Density Benchmark which we use to provide you with regular updates on your performance against the Profile Commitment in accordance paragraph 8 'Reviews' of Schedule 3 - Price Plans OPTION A (National Price Plan Once (SSCs)). It is calculated using the same methodology as the Urban Density Benchmark, apart from the measurement period, which shall be a rolling 12 month period ending on the last day of the immediately preceding Quarter rather than the Financial Year and it will be provided by us to affected customers within a reasonable time period after the end of each Quarter.

OPTION A

- 5.3 Paragraph 1.2 of Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)) shall be deleted in its entirety.
- 5.4 All references to "Contract Year" in Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)) shall be amended to read 'Financial Year'.
- 5.5 Paragraphs 8.1 and 8.2 'Reviews' in Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)) shall be amended as follows:
- 5.5.1 all references to "National Spread Benchmark" in these paragraphs shall be amended to read "Dynamic National Spread Benchmark"; and
- 5.5.2 all references to "Urban Density Benchmark" in these paragraphs shall be amended to read "Dynamic Urban Density Benchmark".
- 5.6 Paragraph 8.3 in Schedule 3 - Price Plans OPTION A (National Price Plan One (SSCs)) shall be amended as follows:
- 8.3 We will provide you with details of your Actual Posting Profile on a monthly basis within a reasonable time after the end of the month to which the report applies. In the written report after the end of each Quarter, we will also:
- (a) provide details of your performance against the Dynamic National Spread Benchmark and/or Dynamic Urban Density Benchmark; and
- (b) indicate whether according to the national spread and urban density of your Daily Postings to that point you are likely to be required to pay any Profile Adjustments for that Financial Year.

OPTION B

5.7 Paragraph 5.1 and 5.2 'Reviews' in Schedule 3 – Price Plans OPTION B (Averaged Price Plan Two (Zones)) shall be amended as follows:

5.1 Where we accept your uploaded data pursuant to paragraph 4.3 or we use the data derived from our processing machines pursuant to paragraph 4.4, we will provide details of your Actual Posting Profile on a monthly basis in a written report within a reasonable time after the end of the month to which the report applies. In the written report provided after the end of each Quarter, we will also:

(a) provide details of your performance against the Dynamic Royal Mail Zonal Posting Profile; and

(b) indicate whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay any Profile Adjustments for that Financial Year.

5.2 Where we undertake statistical sampling pursuant to paragraph 4.5, we will share your performance against the Dynamic Royal Mail Zonal Posting Profile in a written report within a reasonable time after the end of the Quarter to which the report applies. This report will also indicate whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay any Profile Adjustments for that Financial Year.

OPTION D

5.8 Paragraph 1.4 in Schedule 3 – Price Plans OPTION D (Regional Price Plan (Zones)) shall be amended as follows:

1.4 We provide a reference table of each Region's Royal Mail Zonal Posting Profile within the Regional Zonal Calculator available on the Website which we will update from time to time following the end of each applicable Financial Year.

5.9 Paragraph 4 in Schedule 3 – Price Plans OPTION D (Regional Price Plan (Zones)) shall be amended as follows:

4 We will review your Actual Posting Profile for each chosen Region and we will provide you with details of your Actual Posting Profile on a monthly basis in a written report within a reasonable time after the end of the calendar month to which the report applies. In the written report after the end of each Quarter, we will also:

(a) provide details of your performance against the Dynamic Royal Mail Zonal Posting Profile; and

(b) indicate whether according to the profile of your Mailing Items by Zone to that point you are likely to be required to pay any Profile Adjustments for that Financial Year.

Yours sincerely,



Tim Cable
Wholesale Products Director
Royal Mail Wholesale