



ACCESS LETTERS CONTRACT CHANGE NOTICE: NUMBER 111

DATED: 3 OCTOBER 2024

This notice applies to you 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, 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 which are set out in the Contract shall apply to this notice.

2 Changes to the Contract

- 2.1 Under Clause 13.2(a)(i) of the General Terms and Conditions of the Contract, we hereby notify you of the following changes to the Contract:
 - 2.1.1 New clauses 13.2A and 13.2B of the General Access Terms and Conditions will be added as follows, after the existing clause 13.2:

*13.2A The parties acknowledge that further to the Regulator's "Call for input: The future of the universal postal service" published on 24 January 2024 ("**Call for Input**"), the Regulator's summary of responses to its Call for Input and next steps document published on 5 September 2024 ("**CFI Summary and Next Steps Document**"), and any subsequent Regulator consultations following on from its Call for Input and CFI Summary and Next Steps Document ("**Consultations**"), the Regulator may make changes to the Regulatory Conditions and/or Access Condition. If the Regulator decides to change the Regulatory Conditions and/or Access Condition following its Consultations, then we may change the terms of the Contract without your consent on giving you at least 70 days' notice to reflect the obligations placed on us under the revised Regulatory Conditions and/or Access Condition (as applicable) (and each such change is referred to below as a "**Relevant Change**"). By way of illustration only, the types of changes that we may effect under this clause include, but are not limited to, changes to the days on which we deliver Mailing Items under this Contract and/or the delivery periods for Mailing Items under this Contract. We may effect more than one Relevant Change pursuant to this clause 13.2A, subject to clause 13.2B.*

13.2B *Our right to serve one or more notices under clause 13.2A expires 12 months from the effective date of the last change to the Regulatory Conditions or Access Condition made by the Regulator pursuant to the Consultations (Sunset Period). In the event that any legal or regulatory challenge is or are made or a dispute or disputes arise in relation to the changes to the Regulatory Conditions and/or Access Condition made pursuant to the Consultations and/or any Relevant Change (each a "Challenge"), then (a) the Sunset Period but, for the avoidance of doubt, not the right to make the Relevant Change(s), shall be suspended for the period during which any Challenge or Challenges is/are unresolved and shall resume once such Challenge or Challenges is/are finally concluded; and (b) we may suspend the notice period for the relevant notice(s) served under clause 13.2A until the process for such Challenge has finally concluded. In this clause 13.2B "finally concluded" means that a Challenge has been both finally and conclusively dealt with and that the time for any appeal or judicial review in relation thereto has also expired.*

2.1.2 Clause 13.2(b)(ii)(A) of the General Access Terms and Conditions shall be amended as follows:

(A) change the General Access Terms and Conditions, Schedule 2 (Service Standard and General Service Obligations), Part 4 (Trunking Services) of Schedule 4 (Standard Services), paragraphs 3 to 5 of Part 2 (Royal Mail Mailmark® Economy) or Part 4 (eManifest Billing) of Schedule 8 (Mailmark® Options), as such changes can only be made in accordance with clause 13.2(a)(i) or clause 13.2A (as applicable); and/or

2.1.3 Clause 13.5 of the General Access Terms and Conditions shall be amended as follows:

13.5 Where we intend to make any changes to the Contract pursuant to this clause 13, we shall consult with you on any such change which we reasonably believe may have a material impact on Access Customers, provided that this obligation shall not apply in relation to changes under clauses 13.2(c), 13.2(d), 13.2(e) and 13.2A.

2.2 The changes detailed in paragraph 2.1 above will take effect from 12 April 2025.

2.3 The Contract will continue in force and effect in accordance with its terms, as modified by this notice.

2.4 This notice shall be governed by English law and the English courts will have exclusive jurisdiction to determine any contractual or other issues arising under or in connection with it.

Yours sincerely,



Tim Cable
Wholesale Products Director
Royal Mail Wholesale