

# Royal Mail Group Publishing Volume Commitment Incentive



## Royal Mail Group Publishing Volume Commitment Incentive Incentive Terms

### Background

- (A) The Publishing Volume Commitment Incentive (the **Incentive**) give Postage Credits to customers who continue to post the same or higher volumes of Qualifying Mail than they posted in the 12 months before entering into this Incentive.
- (B) We will give you Postage Credits (at the rates set out on the Incentive Website) for Eligible Items qualifying under the terms of this Incentive.

1. **Definitions.** Capitalised words/expressions used in these Incentive Terms will have the meaning given to them in the Framework Terms, if they are not defined elsewhere in these Incentive Terms. The following terms/expressions shall have the following meanings:

- (a) **"Agreed Volume Commitment"** means the anticipated volume of Qualifying Mail items we expect you to post during the Incentive Period, based on the volume forecast by you in your application. We will notify you of your Agreed Volume Commitment if we approve your application;
- (b) **"Eligible Services and Postage Credit Rates Document"** means the document as published on the Incentive Website from time to time setting out information relevant to this Incentive such as Eligible Services, the application period, the credit value(s) applicable to this Incentive and, where applicable, the cap applicable to the Postage Credit(s) which may be obtained and the first and last posting dates under this Incentive;
- (c) **"Incentive Website"** means the website which sets out further details of this Incentive at (a) [www.royalmail.com](http://www.royalmail.com) or (b) if you post Eligible Mail through an access operator or mailing agent, <https://www.royalmailwholesale.com/publishing-mail>;
- (d) **"Matched Volume Target"** means the volume of Qualifying Mail items that we agree you posted in the 12 months before the date of your Incentive application. We will notify you of your Matched Volume Target if we approve your application;
- (e) **"Postage Credit Rate"** means the postage credit rate applicable to the Large Letter service used to post the relevant Eligible Item as set out in the applicable Eligible Services and Postage Credit Rates Document on the Incentive Website; and
- (f) **"Qualifying Mail"** means a magazine, newsletter or journal which we have approved qualifies for this Incentive in accordance with the entry criteria set out in our Publishing Volume Commitment Incentive Simple Guide (available from the Incentive Website). We will review each of the publication titles you list on your application form to confirm whether they qualify as Qualifying Mail.

2. **Incentive Postings:** Subject to the Framework Terms and the other terms below, we will award you Postage Credits as per paragraph 7 below if, during the Incentive Period, you post enough Eligible Items to meet at least 95% of your Matched Volume Target. If you meet at least 95% of your Matched Volume Target, we will award you Postage Credits on each Eligible Item you posted during the Incentive Period, up to your Agreed Volume Commitment (unless we decide otherwise as per clause 7.3).

3. **Eligibility Criteria:** To be eligible to participate in this Incentive: (a) you must have posted at least 250,000 Qualifying Mail items in the 12 months before the date of your application; and (b) your Agreed Volume Commitment must be for at least 250,000 Eligible Items.

### 4. **Eligible Items:**

4.1 Postage Credits will only be earned on Eligible Items. An Eligible Item is a Qualifying Mail item which:

- (a) is sent using our Magazine Subscription service or Subscription service for Large Letters (as published on the Incentive Website) posted either with: (a) Royal Mail (whether directly or through a mailing agent and/or an access operator); and/or (b) a Direct Delivery Provider; and
- (b) does not qualify for postage credits under any other incentive you have with us. For the avoidance of doubt, if you are eligible to receive postage credits for a Qualifying Mail item you are posting as part of any other Royal Mail incentive, those items shall not be an Eligible Item for the purposes of this Incentive.

- 4.2 You do not need to post Eligible Items using the Royal Mail Mailmark® service, but from a future date (which we will confirm to you), if you do not hold an Online Business Account with us, you do need to declare all Qualifying Mail items on a Mailmark e-manifest for it to count as an Eligible Item. We will give you at least one (1) months' notice before we introduce this requirement, after which any Qualifying Mail item not declared on a Mailmark e-manifest will not be an Eligible Item, nor will it count towards your Matched Volume Target.
- 4A. Eligible Services and Regulatory Reform:** Any Eligible Services described as “AccessSTD” in the Eligible Services and Postage Credit Rates Document shall mean (1) (from the Start Date and up to, but not including, the Variation Date) services for Eligible Mail posted through an access operator or mailing agent whereby we aim to deliver the Eligible Mail to the Service Standard, as such term is defined in the Access Letters Contract (which can be found at <https://www.royalmailwholesale.com/access-letters>); and (2) (with effect from the Variation Date) services for Eligible Mail posted through an access operator or mailing agent whereby we aim to deliver the Eligible Mail to the D+3 Service Standard. For the avoidance of doubt, services for which we aim to deliver the mailing items to the Service Standard shall no longer qualify as an Eligible Service from the Variation Date. For the purposes of this clause, “Variation Date” and “D+3 Service Standard” shall have the meanings given to them in Access Letters Contract Change Notice 114 (which can be found at <https://www.royalmailwholesale.com/access-letters>).
- 5. Forecasts and new publications**
- 5.1 Your application form must include details of the volume of all Qualifying Mail by title, that you posted in the preceding twelve months. You will also be asked to provide us a total annual volume forecast of your Qualifying Mail per title in your application form. Your forecast must identify the title of each publication to be posted during the Incentive Period, so that we can verify that it qualifies as Qualifying Mail. All historic volumes and forecasts must be accurate.
- 5.2 You may ask us to add new publications during the Incentive Period by telling us the name of the publication and your proposed volume for that publication. If we approve a new publication as Qualifying Mail, then:
- (a) the approved forecast for that Publication may (subject to paragraph 5.3) be added to your Agreed Volume Commitment; and
  - (b) if, after we have approved it, you post items of that publication which qualify as Eligible Items, those items will count towards your Matched Volume Target.
- 5.3 We reserve the right (in our sole discretion) not to include your volume forecast for a new publication to your Agreed Volume Commitment.
- 5.4 If, after we have approved your application form, you wish to change your forecasts and/or your Agreed Volume Commitment, such change must be agreed with us, otherwise it will not apply.
- 5.5 We may contact you if at any time during the Incentive Period your postings of Eligible Items are not in line with your forecasts.
- 6. Postage Credit Limit:** Unless we decide otherwise (as per clause 7.3), you will not be entitled to Postage Credits on any volume of Eligible Items in excess of your Agreed Volume Commitment.
- 7. Confirmation and Calculation of Postage Credits:**
- 7.1 At the end of the Incentive Period we will review and confirm your entitlement to the Postage Credits, by way of an email confirmation. We will do this by checking that the total volume of Eligible Items that you posted during the Incentive Period at least equals 95% of your Matched Volume Target. If it does, then we will award you Postage Credits. The value of your Postage Credits will be calculated by applying the applicable Postage Credit Rate multiplied by the volume of Eligible Items you posted during the Incentive Period, up to a maximum of your Agreed Volume Commitment.
- 7.2 If, as a result of the validation exercises referred to in paragraph 7.1, we think that any of the volume of Eligible Items you have posted is inconsistent with your approved application form, then we may take other factors into consideration (such as the accuracy of your forecasts in your application form) to determine whether, notwithstanding that inconsistency, that volume is valid. This may include discussing with you the reason for any inconsistency. If we are dissatisfied (in our absolute discretion) with the reason for such inconsistency, we will not pay Postage Credits to you under this Incentive on that invalidated volume.
- 7.3 In certain circumstances, we may decide to award you more Postage Credits than that to which you are strictly entitled under this Incentive, if we consider (in our absolute discretion) it fair and reasonable to do so when assessing what you

have posted. For example, despite the Postage Credit Limit in paragraph 6, we may decide (but do not have to) to pay Postage Credits on up to 110% of your Agreed Volume Commitment where we consider it fair and reasonable to do so.

- 7.4 We shall notify you of the value of any Postage Credits due within 45 (forty-five) Working Days of the end of the Incentive Period. Our decision on the amount of your Postage Credit award is final. This provision shall supersede clause 4.4 of the Framework Terms.
- 7.5 For the avoidance of doubt, you do not need to complete a Postage Credit Application Form in order to validate your Postage Credits entitlement. Clauses 4.1 and 4.2 of the Framework Terms do not apply to this Incentive.
8. **Application Period:** Only completed application forms we receive within the application period set out in the Eligible Services and Postage Credit Rates Document on the Incentive Website shall be considered for participation in this Incentive.
9. **Incentive Period:** A period of 12 months starting from the Start Date. If we approve your application form, we will email you to confirm your Start Date.
10. **Postage Credit Rates:** The applicable Postage Credit Rates for this Incentive can be found on the Incentive Website. We will tell you if we change any of these Postage Credit Rates on 30 (thirty) Working Days' notice.
11. **Liability:** In addition to (and without affecting) the Framework Terms, to the maximum extent permitted by law, our liability to you under or in connection with this Incentive will be limited to £10,000.
12. **Cancellation of Incentive:** If you have not started posting Eligible Items within six (6) months of the Start Date then we may cancel this Incentive without liability to you. We will email you to confirm such cancellation.