

## SCHEDULE

### Mixed Weight

#### 1. Background

- 1.1. *[insert customer name]* ("Customer") entered into an Access Agreement with Royal Mail on *[insert date]*. By agreeing to the terms of this Schedule the Customer will from the *[insert date]* have the option of designating certain Mailing Items as "Mixed Weight", on the terms set out at this Schedule.
- 1.2. Should the Customer exercise this option, the terms of this Schedule shall apply to such Mixed Weight Postings including but not limited to the criteria that must be satisfied for Mailing Items to qualify as Mixed Weight, the minimum posting requirements set out at paragraph 4, the separate Manifest declaration onto DocketHub and the separate presentation on handover to Royal Mail.
- 1.3. All other terms of the Access Agreement will apply in addition to the provisions of this Schedule. Should the terms of this Schedule conflict with the Customer's Access Agreement, the terms of this Schedule will prevail.

#### 2. Specification for Mixed Weight

- 2.1. All Mixed Weight Postings must:
  - 2.1.1. Consist only of Postings for the Standard or Premium Access 120, Access 1400 or Standard Access Walksort services. For the avoidance of doubt, Mixed Weight cannot be used for other Access services;
  - 2.1.2. Consist of Postings of single format Mailing Items which will be Large Letters, A3 Packets or Packets of different weight bands within a Container. A Container shall mean a Royal Mail bag, tray or other receptacle introduced by Royal Mail from time to time for the hand over of Mailing Items; and

##### *Uploading Posting Information*

- 2.2. All Mixed Weight Mailing Items must be posted through a discrete account issued to the Customer by Royal Mail. Only Mixed Weight Postings may be sent through this discrete account. When making Mixed Weight Postings the Customer must:
  - 2.2.1. declare and upload to the Mixed Weight account seven day and 24 hour (36 hour for Premium services) forecasts for Mixed Weight Postings into DocketHub;
  - 2.2.2. declare and upload to the Mixed Weight account a Mixed Weight manifest into DocketHub for each Daily Posting;
- 2.3. If Royal Mail establishes to its reasonable satisfaction that the Customer has not met the Mixed Weight specification, Royal Mail shall be entitled to either:
  - 2.3.1. reject the relevant Mailing Items; or

- 2.3.2. allow hand over and processing of the relevant Mailing Items on the basis that the Customer pays the usual charges for Postings under the Access Agreement for each Mailing Item that does not qualify as Mixed Weight.

### 3. Compliance and Audit Rights

- 3.1. Prior to the Customer posting Mixed Weight under its Access Agreement with Royal Mail:
  - 3.1.1. the Customer is required to certify to Royal Mail, by signing the statement in the Appendix to this Schedule, that any Mailing Item posted as Mixed Weight will satisfy the provisions of this Schedule; and
  - 3.1.2. Royal Mail (acting reasonably) must be satisfied that the Customer can comply with the requirements of this Schedule. This may include Royal Mail requiring the Customer to allow a compliance audit of the Customer's supply chain and mailing processes by Royal Mail.
- 3.2. Before or after the Customer posts Mixed Weight and at any time whilst the Access Agreement is in force, Royal Mail reserves the right to audit the Customer's ability to comply, and its actual compliance, with this Schedule. However, notwithstanding any such audit, it is the obligation of the Customer to ensure it meets the requirements of this Schedule.
- 3.3. Royal Mail shall give reasonable notice to the Customer which shall be not less than five Working Days of any audit Royal Mail intends to carry out under paragraph 3 of this Schedule. The Customer shall provide all reasonable assistance to Royal Mail with any such audit, including but not limited to promptly providing Royal Mail with access to its premises, staff, records and processes, where reasonably required by Royal Mail to carry out the audit. Should Royal Mail wish to carry out an audit without attending the Customer's premises, the Customer shall provide all reasonable co-operation to Royal Mail by responding fully and promptly to any reasonable requests for information or documentation made by Royal Mail.
- 3.4. If during or following an audit, Royal Mail (acting reasonably) considers that the Customer has not complied and/or cannot comply fully with this Schedule, Royal Mail shall be entitled to:
  - 3.4.1. suspend the Customer's rights under this Schedule until such time as Royal Mail is satisfied of the Customer's compliance; or
  - 3.4.2. terminate the Customer's rights under this Schedule if Royal Mail reasonably considers it appropriate.

### 4. Presentation of Mixed Weight Mailing Items

- 4.1. In addition to the presentational requirements set out in the Access Agreement between the Customer and Royal Mail, the following additional presentational requirements apply to all Mixed Weight Mailing Items:
  - 4.1.1. The Customer shall procure that each Mixed Weight mailing on any day shall comprise not less than 4,000 Mailing Items per service qualifying as Mixed Weight under this Schedule;

- 4.1.2. Mailing Items should be presented in Containers. The minimum number of items per Container is 5 except:
- a. where the minimum number of Access 1400 items required per selection cannot be accommodated in a Container due to either weight or size, when items may be handed over in a York container fitted with an Auto-Level Packet Sleeve (ALPS). Customers shall supply their own Yorks and ALPS and their use is subject to separate agreements; and
  - b. when the Mailing Items are handed over for the Premium service, Large Letter Mailing Items are to be handed over in trays in accordance with the Premium Agreement;
- 4.1.3 Each Container used by the Customer to hand over Mailing Items to Royal Mail under the Access Agreement must contain only Mailing Items of the same format. Mailing Items of differing formats must not be mixed in the same Container.
- 4.1.4 The Customer must present Mixed Weight Postings separately from non-Mixed Weight Postings when handing over Mailing Items at the Mail Centre in the same way as separate discrete Agreements are presented. If a York Agreement has been signed the Mixed Weight Postings must be clearly identified by indicating "Mixed Weight" on the York Card. Otherwise the Mixed Weight Posting must be unloaded into separate Containers that clearly identify them as "Mixed Weight".
- 4.1.5 Each Mixed Weight Container must be labelled as specified in Section 6.7 of the User Guide.
- 4.1.6 The unique Container ID on the Container label must contain no more than 12 characters in accordance with Section 6.7 of the User Guide.

## 5. Revenue Protection and Mail Verification

- 5.1. Without prejudice to paragraph 3.3, if Royal Mail establishes to its reasonable satisfaction that the Customer has not complied with any of its obligations under, or the requirements in, this Schedule:
- 5.1.1. Royal Mail may take either of the actions set out in sub-paragraphs 3.4.1 or 3.4.2;
  - 5.1.2. Royal Mail shall be entitled to reject the relevant Mailing Items under paragraph 2.5.1 of Schedule 1 or allow hand over of the relevant Mailing Items in accordance with paragraph 2.5.2 of Schedule 1, and the remainder of paragraph 2, Schedule 1 shall also apply; and
  - 5.1.3. Royal Mail shall be entitled to suspend or terminate the Customer's rights under this Schedule immediately on giving written notice to the Customer.

## 6. Documentation

- 6.1. Where all of the individual Mailing Item weights, within a single format, in a Container are Mixed Weight then the Customer must declare on the manifest the total number of Mailing Items by weight band and if applicable by zone as specified in the User Guide Zonal Appendix.
- 6.2. The weight band indicators to be used on the manifest are as follows:
  - 6.2.1. Weight band 1 ("WB1") - items weighing no more than 100g. All items falling within this weight band will be priced accordingly.
  - 6.2.2. Weight band 2 ("WB2") - items weighing more than 100g up to 250g. All items falling within this weight band will be priced accordingly.
  - 6.2.3. Weight band 3 ("WB3") - items weighing more than 250g up to 2kg, are priced in 1g increments at the average weight calculated for all the items falling within this weight band.
  - 6.2.4. Weight band 4 ("WB4") - items weighing more than 2kg up to 5kg, are priced in 1g increments at the average weight calculated for all the items falling within this weight band.
- 6.3. Where the Mailing Item weights in a Container fall within a single weight band then the mail must be declared as such on the manifest, and will be priced accordingly.
- 6.4. Customers must upload their data for Mixed Weight to a discrete manifest specifically formatted for use with National or Zonal Postings in accordance with Section 6.7 of the User Guide.

## 7. Pricing

- 7.1. Each Mixed Weight Daily Posting will be priced according to the number of Mailing Items within each weight band for each format. See paragraph 6.2 above.
- 7.2. The Customer shall calculate the Postage of the Mixed Weight Mailing Items in accordance with the Mixed Weight Schedule and, as amended from time to time, Schedules 1 and 2 of the Agreement, the Access Packets 2-5kg Agreement and the User Guide on the occasion of each Daily Posting.

## 8. Other

- 8.1. Royal Mail reserves the right to change the terms and conditions, or withdraw, Mixed Weight on four months' formal written notice.
- 8.2. Other contracted requirements will align with Royal Mail Wholesale's existing contracted terms and conditions.

**Appendix**

Mixed Weight Schedule - Customer Statement

To: Royal Mail Group Limited, 100 Victoria Embankment, London EC4Y 0HQ (Royal Mail)

From: [insert Customer Name], [insert customer address] (We, Us, Our)

We confirm that:

-We agree to be bound by the provisions of this Schedule in addition to the existing terms of Our Access Agreement with Royal Mail; and

- We have appropriate systems in place to ensure that any Mailing Item that is to be posted by Us as Mixed Weight under Our Access Agreement with Royal Mail will satisfy the provisions of this Schedule.

Print Name .....

Signed .....

Date .....

For and on behalf of [insert Customer name]