

## SCHEDULE 6

### ROYAL MAIL ADVERTISING MAIL®

Where this Schedule forms part of your Contract with us, the following terms and conditions shall apply in addition to and (unless expressly stated otherwise) without prejudice to the terms set out in the General Access Terms and Conditions (and the rest of this Contract):

#### **1 Background**

1.1 This Schedule sets out the terms on which you and we agree that you may post Advertising Mail.

#### **2 Definitions and interpretation**

2.1 Schedule 1 of your Contract explains the meaning of some words and phrases used in your Contract, including this Schedule, and sets out some rules of interpretation which also apply to this Schedule.

2.2 In addition, some words and phrases used specifically in this Schedule are defined below:

<b>Ad Mail Information</b>	means in respect of a given Advertising Mail Posting: <ul style="list-style-type: none"><li>(a) the information provided to us on a Posting Docket or e-Manifest (as applicable), in the course of providing the Advertising Mail service for that Posting;</li><li>(b) the Sample/Seed referred to in paragraph 7.1 which relates to that Posting; and</li><li>(c) the Mail Reference provided on the Posting Docket or e-Manifest (as applicable) and on the Sample/Seed to us pursuant to paragraph 13.3.1(a) for that Posting.</li></ul>
<b>Advertising Mail</b>	Mailing Items which are declared by you as advertising mail, and which meet the criteria for Advertising Mail set out in this Contract including this Schedule 6;
<b>Advertising Mail Discount</b>	the reduction on the charges payable on a Mailing Item eligible for Advertising Mail compared to the charges payable on the applicable non-Advertising Mail Access Service, as published on our Website and as amended from time to time in line with the terms of this Contract for the amendment of Access Charges;
<b>Advertising Mail Posting</b>	a UCID Posting containing only Advertising Mail;
<b>ASBOF</b>	the Advertising Standards Board of Finance or any successor body of that body from time to time;
<b>ASBOF Levy</b>	the voluntary levy on advertising mail payable to ASBOF;
<b>Data Opt Out</b>	means: <ul style="list-style-type: none"><li>(a) your right (where you are the posting customer); or</li></ul>

- (b) the Originating Customer's or Customer Entity's right (as applicable),

to opt out of MARB's data sharing initiative as referred to in paragraph 13.2.2;

**Independent Marketing Specialists** means:

- (a) Ebquity PLC (company no. 03967525) whose registered address is Citypoint, One Ropemaker Street London, EC2Y 9AW; and
- (b) Nielsen Media Research Limited (company no. 01765758) with registered offices at Atrium Court, The Ring, Bracknell, Berkshire, RG12 7BZ,

and such additional and/or replacement independent advertising market analysts as appointed by MARB from time to time;

**Industry Input Data** means, in respect of each Advertising Mail Posting for which the Data Opt Out has not been exercised:

- (a) the identity of the advertiser and the brand for that Advertising Mail Posting;
- (b) Advertising Mail volumes for that Advertising Mail Posting disaggregated to SSC level (but no lower); and/or
- (c) the Mail Reference for that Advertising Mail Posting;

**Mail Producer** means an entity who produces Advertising Mail and hands it over to you on behalf of a Customer Entity or an Originating Customer;

**Mail Reference** a unique reference code of no more than twenty (20) characters which identifies a Customer Entity's or Originating Customer's specific Advertising Mail or Responsible Mail Posting such that each Advertising Mail or Responsible Mail Posting will have a unique and distinct Mail Reference associated with it; and

**MARB** means Mailing Audience Research Board Limited with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time;

**Responsible Mail** an Access Service, as detailed in Schedule 7 of the Contract if Schedule 7 is incorporated in your Contract; and

**Sample/Seed** has the meaning given in paragraph 7.1.

### **3 Commencement and duration**

3.1 The terms of this Schedule shall take effect from the Access Start Date, or such other date that is agreed between you and us.

3.2 The terms of this Schedule shall continue to have effect until the earlier of:

- 3.2.1 the date this Contract is terminated in line with its terms; or
- 3.2.2 the date this Schedule is terminated under paragraphs 8.1.3, 9.6.2 or 12 of this Schedule.

#### **4 The Advertising Mail Service**

- 4.1 Advertising Mail is a six Working Day delivery service performed Monday to Saturday. We aim to deliver your Mailing Items on the first Working Day after handover and acceptance by us.

#### **5 Specifications for Advertising Mail**

- 5.1 The specifications and requirements set out in this Schedule are in addition to the specifications and requirements contained elsewhere in your Contract, including the User Guide. You must comply with those specifications and requirements in addition to those set out in this Schedule.

- 5.2 To qualify as Advertising Mail you shall ensure:

- 5.2.1 that Mailing Items:

- (a) consist of a largely uniform message to all addressees of the Advertising Mail Posting;
- (b) have the purpose of promoting the sale or use of products or services, or to encourage contribution to or support of a cause;
- (c) are presented in trays or bags or, as long as the requirements set out in the User Guide for an unbagged posting are met, are presented unbagged;
- (d) are presented in bags or trays that exclusively contain Advertising Mail and if presented as an unbagged posting, are in bundles that exclusively contain Advertising Mail;
- (e) meet the requirements of the data specification set out in paragraph 6 of this Schedule and seed Mailing Items set out in paragraph 7 of this Schedule; and
- (f) comply with the Presentation Specifications of the User Guide; and

- 5.2.2 that each Advertising Mail Posting:

- (a) contains a minimum 4000 Mailing Items in a Daily Posting;
- (b) is assigned a UCID pertaining to the Originating Customer or Customer Entity, to be used in line with this Contract. (For clarity, you may not mix Mailing Items with different mailing pack designs in Containers assigned to a single UCID); and
- (c) unless the Data Opt Out has been exercised, has an unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed,

and, for the avoidance of doubt, the Advertising Mail Discount will nonetheless apply to the Advertising Mail Posting provided such Mail Items comply with remainder of this clause 5.2 even if the Data Opt Out has been exercised in accordance with 13.2.2, or the appropriate field on the Posting Docket or e-Manifest (as applicable) has been left blank pursuant to clause 13.2.3(b).

- 5.3 An Advertising Mail Posting may be presented in Yorks with other UCID Postings or Consolidated Postings, as long as you use Yorks in line with this Contract.

## **6 Data specification**

- 6.1 You must:

- 6.1.1 where data is not from a consent based file, have a documented procedure in place that is used to suppress customer and prospect data against the Mailing Preference Service (MPS), including MPS Deceased, and each address list used by you to prepare your Advertising Mail must on each occasion you hand over Advertising Mail be run against these files not more than 30 days before the Mailing Item that uses the data is delivered to the recipient (and for the purpose of this specification, all references to the term 'delivered' in this Schedule shall mean 'posted' as notified by you to us);
- 6.1.2 keep and maintain an internal suppression file to ensure that opt-outs are properly logged, and each Advertising Mail Posting must be run against these files 30 days or less before the Mailing Item that uses the data is delivered to the recipient; and
- 6.1.3 ensure that at least 90 per cent of Mailing Items are fully and accurately addressed and postcoded in line with our Postcode Address File (PAF®).

## **7 Seed Mailing Items**

- 7.1 For each Advertising Mail Posting you must provide us with a sample of each mailing pack design to verify conformance to the content requirement of the Advertising Mail specification. This can be provided as a sample pack prior to posting or by including us as a seed to the Posting (the **Sample/Seed**). We will retain each of the items received and use them for:

- 7.1.1 reference during the audit process as set out in paragraph 9 of this Schedule; and
- 7.1.2 unless the Data Opt Out has been exercised, the purpose envisaged in paragraph 13.1 of this Schedule.

- 7.2 You are required to provide samples or seeds that are exact reproductions of the Mailing Items posted in terms of both envelopes used and contents enclosed for each Advertising Mail Posting. The samples or seeds must:

- 7.2.1 be addressed to our nominated address as detailed in the User Guide, or such other location as may be notified from time to time;
- 7.2.2 include:
- (a) the posting Customer Entity's or Originating Customer's UCID; and
  - (b) unless the Data Opt Out has been exercised, a unique Mail Reference for the specific Advertising Mail Posting to which the Sample/Seed relates; and
- 7.2.3 be handed over to us on the same date as the Advertising Mail Posting is posted.

## **8 Failure to meet the specifications**

- 8.1 If you hand over an Advertising Mail Posting and we establish to our reasonable satisfaction that you have not complied with all or any of your obligations under this Schedule or that Mailing Items in that Advertising Mail Posting do not meet the Advertising Mail specifications, we may either:

- 8.1.1 reject the Advertising Mail Posting;
- 8.1.2 allow you to hand over the Advertising Mail Posting but remove the Advertising Mail Discount from that Advertising Mail Posting and charge you the applicable Access Charges for the Access Service specification that those Mailing Items meet; or
- 8.1.3 suspend or terminate your right to post Advertising Mail under this Schedule immediately on giving written notice to you.

## **9 Audit and non-compliance**

9.1 We must be reasonably satisfied at all times that you can comply, and are complying, with the terms of the Contract in relation to Advertising Mail including the terms of this Schedule. To satisfy us of your ability to comply and your continued compliance with those terms, you agree, among other things, to:

- 9.1.1 allow us to carry out a compliance audit in line with paragraphs 9.2 and 9.3 of this Schedule;
- 9.1.2 provide us with Samples/Seeds; and
- 9.1.3 prior to each Advertising Mail Posting, notify us of the identity of your Originating Customers or Customer Entities submitting Samples/Seeds as Advertising Mail, provided that we may use this information for the sole and exclusive purpose of auditing the relevant Mailing Items for compliance with this Schedule.

9.2 Before or after you hand over to us an Advertising Mail Posting, or at any time while this Schedule forms part of your Contract, and if requested by us on not less than five Working Days' notice, you agree to allow us to carry out a compliance audit of your supply chain and mailing processes and the supply chain and mailing processes of your Originating Customers and Customer Entities for whom you are handing over Advertising Mail. You shall provide all reasonable assistance that we reasonably require with any such audit, including but not limited to promptly giving us access to your premises, staff, records and processes and to procuring us access to the premises, staff, records and processes of your Originating Customers or Customer Entities where such access is reasonably required by us for the purpose of our audit.

9.3 If we wish to carry out an audit without visiting your premises, you shall co-operate with us by responding fully and promptly to any reasonable requests that we make for information or documentation. This may include, but is not limited to, requiring you to tell us the identity of your Originating Customers or Customer Entities that are submitting seeds in their Advertising Mail Posting. We undertake to keep confidential the identity of those Originating Customers or Customer Entities and to use that information for the sole and exclusive purpose of auditing your compliance with the terms of this Schedule.

9.4 For the avoidance of doubt, nothing in this clause 9 will restrict us from using the identity of the Originating Customer or Customer Entity for the purpose of clause 13.1 where the Data Opt Out has not been exercised by them.

9.5 Whether or not we carry out an audit, it is your responsibility to ensure all Mailing Items handed over to us as Advertising Mail meet the requirements of this Schedule.

9.6 If we (acting reasonably) consider that you have not complied and/or cannot comply fully with the terms of the Contract in relation to Advertising Mail including the terms of this Schedule, we may:

- 9.6.1 (regardless of any other term of this Contract) suspend your rights under this Schedule until we are satisfied of your compliance and your ability to comply;

- 9.6.2 (regardless of any other term of this Contract) terminate your rights under this Schedule if we reasonably consider it appropriate; and
- 9.6.3 where we can demonstrate that you have not fully complied with the terms of this Schedule in respect of specific Advertising Mail Postings and where you have benefited from the charges available for Advertising Mail, we may require you to pay us:
- (a) a sum equal to the difference between the aggregate Advertising Mail charges paid as part of such Posting(s) and the appropriate Access Service charges that would have been payable by you for such Posting(s) under the Contract for Mailing Items that do not qualify as Advertising Mail; and
  - (b) our reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from you under (a) above.

## **10 Pricing**

- 10.1 Only Mailing Items eligible for Advertising Mail that you hand over to us and we accept will qualify for the Advertising Mail Discount.
- 10.2 (Regardless of any other term of this Contract) we may change the Advertising Mail Discount on at least ten weeks' prior written notice.
- 10.3 All discounts shall be credited to you on the occasion of each Daily Posting in line with the payment terms set out in clause 11 of the General Access Terms and Conditions.
- 10.4 We publish the Advertising Mail charges on the pricing page of the Website, as amended from time to time in line with clause 13 of the General Access Terms and Conditions. The charges for Advertising Mail as published include the Advertising Mail Discount.

## **11 Deduction of the ASBOF Levy**

- 11.1 You agree that we may, subject to paragraph 11.3 of this Schedule, collect the ASBOF Levy on behalf of ASBOF on all direct mail Mailing Items presented as Advertising Mail under the terms of the Contract. The ASBOF Levy is voluntary. We shall pass the entire value of the ASBOF Levy to ASBOF at the end of each quarter of the financial year. The value of the ASBOF Levy shall be that as stated on the pricing page of the Website, as changed from time to time. You and we agree that when you present Mailing Items as Advertising Mail with Responsible Mail, the ASBOF Levy will be applied only once and not across both Access Services.
- 11.2 You acknowledge that we are providing a collection service for the ASBOF Levy only. If you want a refund of the ASBOF Levy that you have paid, you must submit a written retrospective claim to ASBOF, on a quarterly or annual basis, to be sent to The Treasurer, ASBOF, 5<sup>th</sup> Floor, 21 Berners Street, London W1T 3LP (or such other address as may be advised from time to time), giving the following information:
- 11.2.1 evidence confirming that you have paid the ASBOF Levy, and confirmation of the amount paid; and
  - 11.2.2 an explanation (in reasonable detail) setting out the reason for your request for a refund.
- 11.3 We will notify you if we are no longer appointed to collect the ASBOF Levy.
- 11.4 We may amend or withdraw the requirements of this paragraph 11 of this Schedule on three months' notice.

## **12 Change and termination**

- 12.1 Regardless of any other term of this Contract, we may change or withdraw the Advertising Mail service on four months' written notice in which event this Schedule 6 will terminate at the expiry of that four month period.
- 12.2 Regardless of any other term of this Contract, either of us may terminate the terms of this Schedule on written notice with immediate effect if the other Party commits any material or persistent breach of the terms of the Contract or this Schedule as long as, where the breach can be remedied, it has not been remedied within 30 days of the Party in breach having been notified of the breach by the other and asked to take steps to remedy the breach.
- 12.3 Regardless of any other term of this Contract, we may terminate the terms of this Schedule on written notice with immediate effect if:
- 12.3.1 you fail to pay any Postage, Surcharges, Profile Surcharges or other charges due under this Contract as they fall due; or
- 12.3.2 an Insolvency Event occurs.
- 12.4 Termination of this Schedule by either of us (for any reason) shall not affect any rights which either of us may already have under this Schedule before the date of termination, or whether or not any obligations under the Schedule which were intended either to come into or remain in force after termination do so.

## **13 Ad Mail Information**

- 13.1 We wish to use Ad Mail Information for the purpose of assessing the circulation of Advertising Mail and to create an advertising mail currency that enables advertisers to benchmark their investments in Advertising Mail against other media. To do this we wish to share the Industry Input Data with MARB and permit MARB to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.
- 13.2 You agree to inform each Originating Customer and Customer Entity:
- 13.2.1 of our wish to use their Ad Mail Information and share their Industry Input Data for the purposes set out in clause 13.1;
- 13.2.2 that they have the right to opt out of us using their Ad Mail Information and sharing their Industry Input Data (the **Data Opt Out**) by instructing you and their Mail Producer (where they use one) to populate the appropriate data entry field on the Posting Docket or e-Manifest (as applicable) in accordance with the requirements of the User Guide for each of their Advertising Mail Postings; and
- 13.2.3 that:
- (a) if they wish to exercise the Data Opt Out, then it is their responsibility to ensure that the appropriate data entry field on the Posting Docket or e-Manifest (as applicable) is populated correctly in accordance with paragraph 13.2.2 above; and
- (b) if the appropriate field on the Posting Docket or e-Manifest (as applicable) for Data Opt Out is not populated in accordance with the requirements of the User Guide for an Advertising Mail Posting, then we shall be entitled to treat that as their consent for us to use their Ad Mail Information and share their Industry Input Data relating to that Posting for the purpose set out in clause 13.1 and we shall have no liability to them in respect of such use even if they had instructed you or their Mail Producer otherwise.
- 13.3 You will ensure that:

- 13.3.1 if the Data Opt Out has not been exercised pursuant to clause 13.2.2, then:
  - (a) the posting Customer Entity or Originating Customer must ensure each Advertising Mail Posting is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:
  - (b) where an individual Advertising Mail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that Advertising Mail Posting; or
- 13.3.2 if the Data Opt Out has been exercised pursuant to clause 13.2.2 by a Customer Entity or Originating Customer, then the appropriate data entry field on the Posting Docket or e-Manifest (as applicable) must be populated in accordance with the requirements of the User Guide for their Advertising Mail Postings.
- 13.4 Clauses 13.1 to 13.3 shall apply equally if you are the posting customer of the Advertising Mail, in which case:
  - 13.4.1 you may exercise the Data Opt Out by populating the appropriate data entry field on the Posting Docket or e-Manifest (as applicable) in accordance with the requirements of the User Guide for the Advertising Mail Postings.;
  - 13.4.2 however, if you have not populated the appropriate data entry field on the Posting Docket or e-Manifest (as applicable) for Data Opt Out in accordance with the requirements of the User Guide for an Advertising Mail Posting, then we will be entitled to treat that as your consent for us to use the Ad Mail Information and share the Industry Input Data relating to that Posting for the purpose set out in clause 13.1; and
  - 13.4.3 for the avoidance of doubt, reference to "Mail Producer" in this paragraph 13.4 shall mean an entity who produces and hands over to us Advertising Mail on your behalf.
- 13.5 We each agree that, for the purpose of clause 9 (Confidentiality) of the General Access Terms, the Ad Mail Information shall not be Confidential Information for:
  - 13.5.1 those Customer Entities and Originating Customers who have not exercised the Data Opt Out; or
  - 13.5.2 where you are the posting customer, where you have not exercised the Data Opt Out.