

**PARTIALLY ADDRESSED MAIL TRIAL AGREEMENT**

**DATED** \_\_\_\_\_ 2019

**BETWEEN**

- (1) **Royal Mail Group Limited**, a company registered in England and Wales (number 04138203) with its registered address at 185 Farringdon Road, London EC1A 1AA ("**us**" or "**we**" or "**our**"); and
- (2) [**Customer's registered name**], a company registered in [**country**] (number [**company number**]) with its registered address at [**registered address**] ("**you**" or "**your**").

**BACKGROUND**

This Agreement is made between you and us and provides the terms on which we will make available, and you may participate in, our Partially Addressed Mail trial (the "**Trial**").

**OPERATIVE PROVISIONS****1. DEFINITIONS AND INTERPRETATION**

- 1.1 Any word or expression in this document which has an initial capital letter, but which is not defined in this Agreement, will have the meaning given in the General Terms or the Advertising Terms.
- 1.2 When used in this Agreement, each of the following words and expressions has the meaning which is given to it in this clause 1.2:

"**Advertising Terms**" means our Specific Terms for Marketing Products, as published on our website and as updated from time to time;

"**General Terms**" means our General Terms and Conditions, as published on our website and as updated from time to time;

"**Partially Addressed Mail Item**" means an Item in a Posting which you send during the Trial Period that otherwise qualifies as an Advertising Mail Item under the Advertising Terms but are declared by you as Partially Addressed Mail and which also meet the criteria of Partially Addressed Mail as set out in clause 3 of this Agreement;

"**Partially Addressed Mail Posting**" means a Posting containing only Partially Addressed Mail;

"**Partially Addressed Mail Trial Rates**" means the Charges payable on an Item eligible for Partially Addressed Mail in accordance with this Agreement, which shall be equal to the Charges payable on the applicable non-Partially Addressed Mail Product, discounted by approximately 4 pence for Letters and approximately 2 pence for Large Letters (with the final rate subject to adjustment to reflect any Discount for which you are eligible or that we have otherwise agreed with you);

"**Party**" means you or us, and "**Parties**" shall mean both you and us;

"**Specification**" means the document set out in Schedule 1 of this Agreement, as amended from time to time in accordance with this Agreement;

"**Trial Period**" means the period from and including [08 November 2018] and up to and including [31 March 2020].

## 2. **PARTICIPATION IN THE TRIAL**

2.1 The terms of this Agreement shall take effect on the [date on which it has been entered into by both Parties] and shall continue to have effect until the earlier of:

- (a) the date the Agreement is terminated in accordance with its terms; or,
- (b) the expiry of the Trial Period.

2.2 You agree that in participating in the Trial, you will at all times comply with:

- (a) the General Terms;
- (b) the Advertising Terms; and,
- (c) the terms set out in this Agreement (including Schedule 1).

2.3 In making available the Trial, we will (subject to clause 6.1) comply with the General Terms and the Advertising Terms to the extent that the same apply to the administration and delivery of the Trial and this Agreement.

## 3. **PARTIALLY ADDRESSED MAIL CRITERIA**

3.1 Partially Addressed Mail must comply with:

- (a) the specifications and requirements for Partially Addressed Mail set out in this clause 3 and Schedule 1 to this Agreement; and,
- (b) the specifications and requirements applicable generally to Advertising Mail under the Advertising Terms, unless expressly stated otherwise.

3.2 Without prejudice to clause 3.1, you will comply with paragraph 2 of Schedule 1 to this Agreement. You shall ensure that you have and maintain all rights, consents and permissions required in order to carry out such data suppression activities and any other activities required in order to ensure that you comply with the terms of this Agreement. We shall not be liable for any failure by you to comply with this clause 3.2.

3.3 In addition to complying with the audit requirements set out in the Marketing User Guide, you must provide to us a seed/sample of your Items that complies with, and is submitted in accordance with, the requirements set out in paragraph 5 of Schedule 1 to this Agreement.

3.4 We will review your seed/sample Items to determine whether they meet the requirements set out in this Agreement and the Advertising Terms. Our decision on

the eligibility of your Items to participate in the Trial is final and binding and we shall have no obligation to explain our decision to you.

- 3.5 You acknowledge and agree that if you post Items which we consider are not eligible and/or do not comply with the terms of this Agreement and/or the Advertising Terms, we may (at our option):

(a) require you to pay to us:

- (i) a sum equal to the difference between the aggregate charges paid at the Partially Addressed Mail Trial Rates as part of such posting(s) and the appropriate Charges that would have been payable by you for such posting(s) had the Items not been posted as part of the Trial; and
- (ii) our reasonable costs and expenses incurred in carrying out an investigation and calculating the amount due from you under clause 3.5(a)(i) above; and/or,

(b) exercise any of our rights set out in clause 15 of the General Terms.

#### 4. **TRIAL PRICING**

- 4.1 Items which you post during the Trial Period and which comply with the terms of this Agreement and the Advertising Terms will be charged at the Partially Addressed Mail Trial Rates.

- 4.2 Regardless of any other terms of this Agreement, the General Terms and/or the Advertising Terms, we may change the Partially Addressed Mail Trial Rates on at least 30 Days' prior written notice to the customers who are participating in the Trial.

- 4.3 All Trial Rates shall be charged to you on the occasion of each Daily Posting in line with the payment terms set out in clause 7 of the General Terms.

#### 5. **CHANGES TO, OR ENDING, THE TRIAL**

- 5.1 Subject to clause 4.2, we reserve the right to unilaterally change, suspend or terminate the Trial and/or this Agreement at any time provided that we will give you not less than thirty (30) Days' prior written notice (or, if shorter, such period of notice as is required to enable us to comply with any requirements of any Regulator or any other regulatory or competent body) of such change, suspension or termination.

- 5.2 You may terminate this Agreement at any time provided that you give us not less than seven (7) days' prior written notice of such termination.

- 5.3 Where we elect to suspend this Agreement pursuant to clause 5.1, we will give you no less than seven days' prior written notice if we then decide to reinstate the Trial and/or this Agreement, in which case, the terms of this Agreement shall re-apply on and from the expiry of that reinstatement date.

- 5.4 Regardless of any other term of this Agreement, a Party may terminate this Agreement on written notice to the other Party with immediate effect if:
- (a) such other Party commits any material or persistent breach of the terms of this Agreement and, where the breach is of a type that 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 Party;
  - (b) an Insolvency Event occurs in respect of the other Party; or
  - (c) our agreement with you is terminated for any reason.
- 5.5 Termination of this Agreement by either Party for any reason shall not affect any rights which have accrued to either Party under this Agreement before the date of termination.
- 5.6 For the avoidance of doubt, the termination or expiry of this Agreement, or for the duration of any period of suspension, shall not affect the General Terms and our agreement with you will continue to apply in its entirety.
6. **GENERAL**
- 6.1 If we are prevented from performing an obligation to you under this Agreement by circumstances outside of our control, we will be released from that obligation and will not be liable for any failure to perform it.
- 6.2 Clauses 14 (Our responsibility to You), 18 (Notices) and 21 (General) of the General Terms will apply to this Agreement as if they had been set out in full herein.
- 6.3 This Agreement is deemed to have been made in England and is subject to the laws of England. You and we agree to submit to the exclusive jurisdiction of the courts of England.
- 6.4 This Agreement (and the documents referred to in it) sets out the entire agreement between you and us in relation to the subject matter of this Agreement and there are no terms or obligations which are binding on you or us in addition to those contained or referred to in this Agreement (and the documents referred to in it) which relate to the subject matter of this Agreement (including, for the avoidance of doubt, any previous agreements between us in respect of any earlier trials of Partially Addressed Mail).
- 6.5 If and to the extent of any conflict or inconsistency between the General Terms, the Advertising Terms and/or this Agreement, the conflict or inconsistency shall be resolved in the following order, with the terms listed first below given highest precedence:
- (a) this Agreement;
  - (b) the Advertising Terms; and,
  - (c) the General Terms.

Please sign below to confirm your acceptance of the terms and conditions of this Agreement

duly authorised for and on behalf of <b>Royal Mail Group Limited</b>	
<b>Signed by [insert name of signatory]</b> duly authorised for and on behalf of <b>[registered name of Customer]</b>	

## **SCHEDULE 1**

### **ROYAL MAIL PARTIALLY ADDRESSED MAIL SPECIFICATION**

#### **1. INTRODUCTION**

- 1.1 This Schedule contains the specification that must be adhered to by you when participating in the Trial. Capitalised words used in this Schedule shall have the meaning given to them in the Agreement, the General Terms or the Advertising Terms, unless otherwise defined.
- 1.2 The specifications and requirements for Partially Addressed Mail set out in this Schedule are in addition to the specifications and requirements applicable generally to Advertising Mail under the General Terms and the Advertising Terms, unless expressly stated otherwise. In the event of any inconsistency, ambiguity or discrepancy between this Schedule, the Advertising Terms and the General Terms, the conflict or inconsistency shall be resolved in the following order, with the terms listed first below given highest precedence:
- (a) this Schedule in relation to the matters covered by this Schedule;
  - (b) the Advertising Terms; and,
  - (c) the General Terms.

#### **2. DATA REQUIREMENTS**

- 2.1 To qualify as Partially Addressed Mail, you must ensure that all Mailing Items in each Partially Addressed Mail Posting are posted to each household in a targeted postcode except:
- (a) any household where habitants are an existing customer of the Originating Customer or Customer Entity; and
  - (b) any household where a habitant has opted out from receiving such Mailing Items; and
  - (c) any postcode that contains only a single household; and
  - (d) any household or address that itself contains personal data (for example, where habitants' names form part of the address).
- 2.2 As part of ensuring your compliance with the requirements set out in paragraph 2.1, you will:
- (a) use a version of PAF that removes any postcode that contains only a single household and any household that contains personal data;
  - (b) maintain a documented internal procedure for suppressing customer and prospect data. You must prepare your suppression files within 30 days or less before the Mailing Item that uses the data is delivered to the recipient;

- (c) keep and maintain an internal suppression file to ensure that opt-outs are properly logged, and each Partially Addressed 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;
- (d) keep and maintain each suppression file for a minimum of two years from the date of its creation; and
- (e) at your option, use the MPS file to suppress the data at a household level.

2.3 You must ensure that Mailing Items in each Partially Addressed Mail Posting:

- (a) do not contain any personally identifiable information;
- (b) are not addressed to a named person; and
- (c) carry a declaration on the envelope in accordance with the requirements set out in paragraph 3 of this Schedule.

3. **PARTIALLY ADDRESSED DECLARATION**

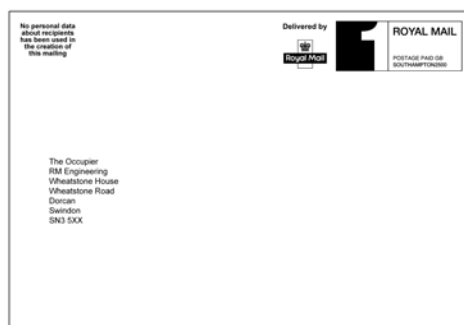
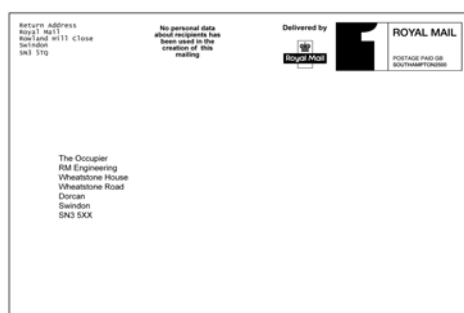
3.1 Each Mailing Item posted as Partially Addressed Mail must carry a “declaration” message that reads, “No personal data about recipients has been used in the creation of this mailing” (**the Declaration**).

3.2 The Declaration may be positioned either:

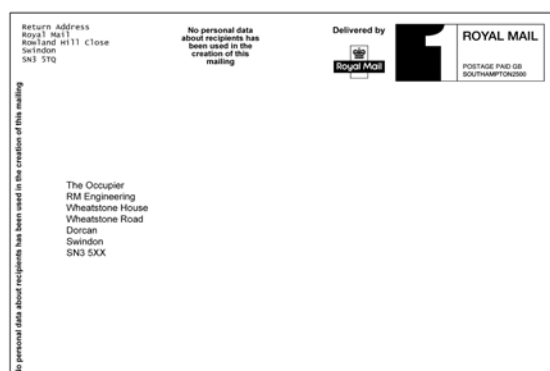
- (a) in any location on the first page of the inner mailpiece (where applicable);
- (b) in any location on the back face of the Mailing Items; or,
- (c) on the front face of the Mailing Items (being the face of the Mailing Item with the address).

3.3 If the address is to be placed on the front face of the Mailing Item, the Declaration must also:

- (a) not be positioned in Mailing Item clear zones, as specified in the User Guide;
- (b) be printed using black Arial 10pt bold font with normal line spacing (or white text where a dark envelope is used) and be centre justified;
- (c) where a Return Address is also included on the front of the Mailing Item, be placed in the location shown in Figure 1 below, or, where a Return Address is not included on the front of the Mailing Item, be placed in the location shown in Figure 2 below:

**Fig 1: Mailing Item bearing Declaration, but no return address on the front****Fig 2: Mailing Item bearing Declaration and return address on the front**

- (d) or, in the case of postcards, the Declaration may, as an alternative to (b) or (c) above, be printed linear format, in any readable font, on the vertical left edge of the Mailing Items. Figure 3 below illustrates the two alternatives for the position of the Declaration for postcards:

**Fig 3: For postcards only, the Declaration location can be placed in either of the positions shown**

#### 4. PERMITTED SERVICES

- 4.1 Partially Addressed Mail Postings must all be posted using Mailmark and meet the specification and requirements of Royal Mail Mailmark® set out in the Marketing Products user guide. If sending postcards using Mailmark, you must ensure that:

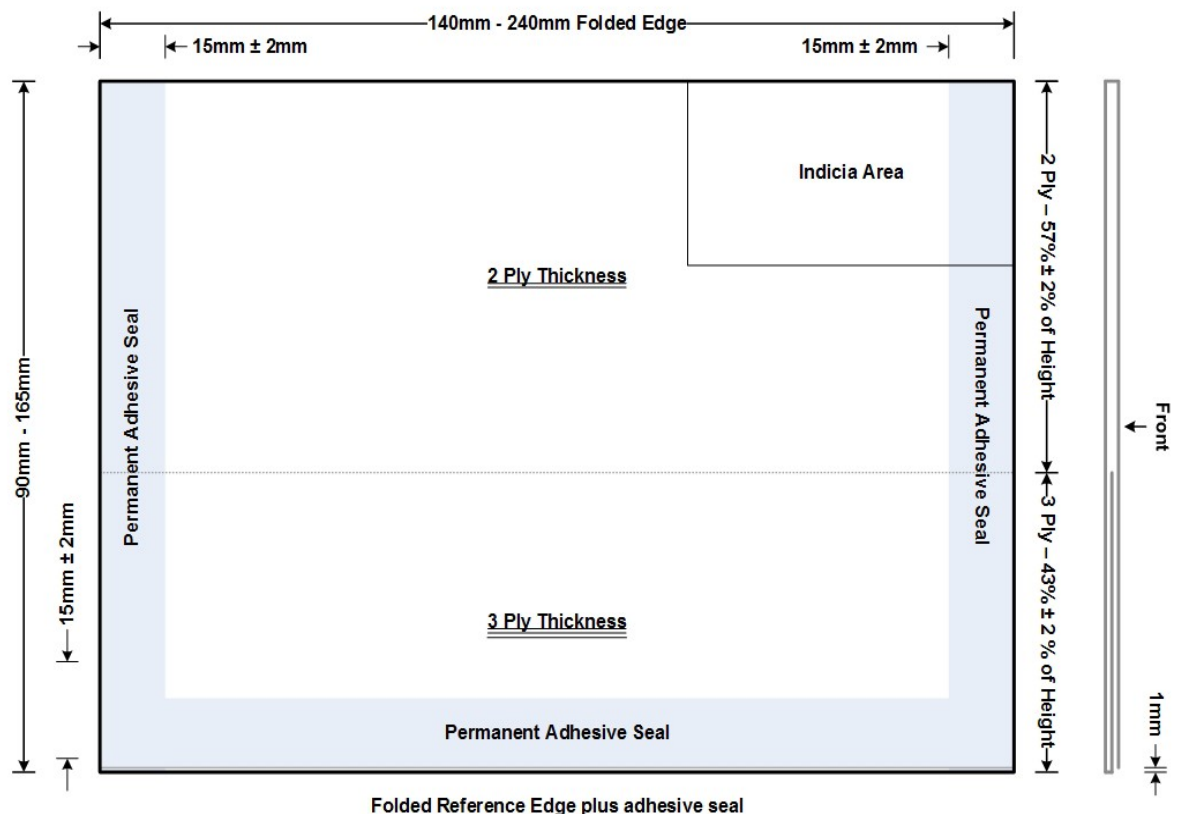
- (a) each has been produced from a sheet of paper that is cut, folded twice and adhered on all sides to provide a rectangular finished mailpiece in landscape



orientation that has 2/3 Ply thickness (the 3 Ply being at the bottom of the mailer); and

- (b) each adheres to the following specifications:
  - (i) Minimum size dimension - 140mm x 90mm
  - (ii) Maximum size dimension – 240mm x 165mm
  - (iii) Paper weight – 120 -150 gsm (recommended 150 gsm for max size dimension)
  - (iv) Paper thickness –  $\geq 0.18\text{mm}$
  - (v) Finish – Matt or Silk
  - (vi) the first fold creates an internal flap that amounts to 57% of the height of the shorter edge of the finished mailpiece. (a manufacturing tolerance of  $\pm 2\text{mm}$  is permitted), and the second fold forms another flap that covers the internal flap and ends 1mm short of the bottom (reference) edge;
  - (vii) a permanent and continuous adhesive seal of 15mm width (a manufacturing tolerance of  $\pm 2\text{mm}$  is permitted) is required on 3 sides of the mailpiece; and
- (c) each of the following additional requirements are met:
  - (i) the adhesive goes to the edge of the mailpiece.
  - (ii) the adhesive is  $\leq 80$  microns thick.
  - (iii) the glue has not seeped onto the outside of the mailpiece, and must not produce protruding mounds on the mailpiece;
  - (iv) the glue is not brittle, or designed to be easily broken;
  - (v) the peak peel adhesion strength of the glue must be  $\geq 0.4\text{N}$ ;
  - (vi) the cure time for the glue must be sufficient to ensure that it has fully cured prior to posting; and
- (d) each is flat and not curled when presented to us.

**Figure 4 illustrates the specification requirements for postcards to comply with paragraph 4.1:**



- 4.2 Whilst physically, the specification and requirements of paragraph 4.1 apply to a postcard in landscape orientation, ensuring that the 3 Ply band amounts to 43% of the height of the shorter edge of the finished mailpiece, the artwork on the mailer may be printed in either landscape or portrait orientation.
- 4.3 Mailing Items that are postcards that do not comply with the specification and requirements set out in paragraph 4.1 must be sorted using High Sort.
- 4.4 Mailing items, other than postcards, made from a rectangular or square sheets of paper that has been folded and sealed along its unfolded edges, using either glue spots or a continuous glue line, must adhere to the specifications set out in Royal Mail's single sheet guidelines.
- 4.5 Each Partially Addressed Mail Posting must contain a minimum of ten thousand Partially Addressed Mailing Items.

## 5. SEEDS/SAMPLES

- 5.1 There are two options for you to fulfil the sampling process requirement:
- (a) Option 1: Send in a hard copy seed/sample at the time of issuing the Mailing using the following process:
- Add the following address to your mailing database:

Partially Addressed Content Control Team  
Royal Mail  
PO Box 72685  
LONDON  
E1W 9NG

- Insert the account payers account number along with a job reference number into the top line used for mailer defined information (line one of the address block)

(b) Option 2: Send in a seed/sample as a PDF using the following process:

- You must ensure the correct sales order line is highlighted for the associated mailing sample on the accompanying confirmed sales order, as we will check samples to ensure they conform to the Partially Addressed Advertising Mail specification
- Both the sample item and copy of Sales order should be forwarded by email to [advertisement.mail.content.control@royalmail.com](mailto:advertisement.mail.content.control@royalmail.com) (or such other address as we may notify you of from time to time)
- The PDF attachment(s) must include the front and back of all outer and inner content, with the following information to be included within the email:
  - Date of posting;
  - Account Number;
  - Sales Order number; and
  - eManifest ID (for Mailmark).
- In the email title you must include: Partially Addressed Mail Sample for [YOUR NAME]
- The required PDF specification is 300 DPI or 110 pixels/inch

## 6. PRODUCT CODES

- 6.1 You must use the Partially Addressed Mail products codes when declaring Partially Addressed Postings as specified in the Royal Mail User Guide The Partially Addressed User Guide can be found at <https://www.royalmailtechnical.com>.