

**Common Operational Procedures - A Code of Practice**

# Contents

|          |  |          |
|----------|--|----------|
| <b>1</b> | <b>Introduction</b>  | <b>1</b> |
| <b>2</b> | <b>Some Definitions and Rules of Interpretation</b>          | <b>1</b> |
| <b>3</b> | <b>Code Identifier and voluntary application of the Code</b> | <b>4</b> |
| <b>4</b> | <b>Treatment of Misdirected Code Letters</b>                 | <b>4</b> |
| <b>5</b> | <b>Treatment of Miscollected Code Letters</b>                | <b>5</b> |
| <b>6</b> | <b>Customer Service Enquiries</b>                            | <b>5</b> |
| <b>7</b> | <b>Information and Reporting</b>                             | <b>5</b> |

# Common Operational Procedures – A Code of Practice

## 1 Introduction

- 1.1 This is the Code of Practice covering common operational procedures for handling misdirected or miscollected mail and misdirected complaints or other enquiries. Its purpose is to achieve the following objectives in respect of such matters (the **Code Objectives**):
- (a) the furtherance of the interests of Users of Postal Services;
  - (b) ensuring that Miscollected Code Letters and Misdirected Code Letters are:
    - (i) returned to the Intended Operator; or
    - (ii) if such return is not reasonably practicable, otherwise handled (including, where appropriate, delivered to the intended User)in either case in an efficient, economic and timely manner;
  - (c) ensuring complaints or other enquiries (including from customers) in relation to Code Letters made to a Licensee which is not the Licensee to which the complaint or other enquiry should have been made, are handled in an efficient, economic and timely manner; and
  - (d) so far as is consistent with sub-paragraphs (a) to (c), the promotion of effective competition between Licensees.
- 1.2 The Code sets out the requirements and procedures to be followed in order to satisfy the Code Objectives.
- 1.3 This Code applies to all Licensees. Compliance is obligatory for all Licensees in accordance with the terms of their Licences.
- 1.4 Licensees will need to enter into contractual arrangements separate to this Code in order to comply with and give effect to the provisions of the Code: for example, day-to-day arrangements for the repatriation of misdirected mail and any charges payable for that service will need to be established. Licensees are required to be party to a separate "default agreement" – the Postal Common Operational Procedures Agreement – so as to ensure that in the absence of any bespoke negotiated arrangements between relevant Licensees, Licensees will be able to comply with this Code.

## 2 Some Definitions and Rules of Interpretation

- 2.1 In this Code, unless the context requires otherwise:

|                         |   |
|-------------------------|---|
| <b>Act</b>              | means the Postal Services Act 2000 (as amended from time to time);  |
| <b>Access Indicator</b> | means the Customer Access Indicator and the Royal Mail Access Indicator as those terms are defined in the relevant Royal Mail Access Agreement; |
| <b>Access Party</b>     | means a Licensee (other than Royal Mail) that is party to a Royal Mail Access Agreement;  |
| <b>Code Identifier</b>  | means such mark, number or other identifier unique to each Licensee as may be allocated and notified to each Licensee                           |

from time to time by Postcomm;

**Code Letter**

means:

- (a) in the case of Royal Mail and a Licensee acting in the capacity of an Access Party or Intermediary, a Postal Packet which is no larger than 460mm by 610mm by 460mm (or, if a tubular Postal Packet, the length plus twice the diameter does not exceed 1040mm with a maximum length of 900mm), and no heavier than 2kg;
- (b) in the case of any other Licensee (including an Access Party or Intermediary not acting in the capacity of Access Party or Intermediary), a Letter which:
  - (i) is conveyed in consideration of a payment of not more than £1 made by or on behalf of the person for whom it is conveyed; and
  - (ii) weighs less than 350 grams;
- (c) any Postal Packet deemed to be a Code Letter in accordance with paragraph 3.7 of this Code;

**Code Objectives**

has the meaning ascribed to it in paragraph 1.1 of this Code;

**Indicator**

means in the case of an Access Party acting in that capacity, the relevant Access Indicator, and in all other cases, a payment indicator such as PPI;

**Intended Operator**

means the Licensee which, in accordance with arrangements agreed between that Licensee and its customer, is responsible for the conveyance and delivery of the Relevant Code Letters;

**Intermediary**

means a Licensee (other than an Access Party) that is party to arrangements with Royal Mail under which that Licensee delivers Postal Packets to Royal Mail for subsequent conveyance;

**Letter**

has the meaning ascribed to it in the Act but excludes parcels;

**Licence**

means a licence (as amended or replaced from time to time) granted under section 11 of the Act;

**Licensee**

means a Postal Operator that holds a Licence;

**Miscollected Code Letters**

means Code Letters which have been collected in error by a Licensee which is not the Intended Operator;

**Misdirected Code Letters**

means Code Letters, other than Miscollected Code Letters (but, for the avoidance of doubt, including Misposted Code Letters), which have entered the Postal Facilities of a Licensee which is not the Intended Operator in respect of those Code Letters;

|                                    |  |
|------------------------------------|--|
| <b>Misposted Code Letters</b>      | means Code Letters which due to customer error have entered the Postal Facilities of a Licensee which is not the Intended Operator in respect of those Code Letters and which have not been delivered to the relevant addressee;   |
| <b>Postal Facilities</b>           | means the physical and human resources deployed by a Licensee (and, where relevant, by its contractors and agents) for the purpose of providing Postal Services;   |
| <b>Postal Operator</b>             | has the meaning ascribed to it in the Act;   |
| <b>Postal Packet</b>               | has the meaning ascribed to it in the Act but excludes parcels;  |
| <b>Postal Services</b>             | has the meaning ascribed to it in the Act;   |
| <b>Postcomm</b>                    | means the Postal Services Commission established under section 1 of the Act;   |
| <b>Prohibited Code Letters</b>     | means any Postal Packet (including parcels) which contains items and/or material prohibited or restricted by the Scheme;   |
| <b>Receiving Operator</b>          | means the Licensee whose Postal Facilities the Relevant Code Letters (in respect of which it is not the Intended Operator) have entered;   |
| <b>Relevant Code Letters</b>       | means Miscollected Code Letters or Misdirected Code Letters, as the case may be;   |
| <b>Royal Mail</b>                  | means Royal Mail Group plc registered in England and Wales with company number 4138203 and having its registered office at 148 Old Street London EC1V 9HQ;   |
| <b>Royal Mail Access Agreement</b> | means an agreement between Royal Mail and a Licensee entered into pursuant to Condition 9 (or other comparable condition) of Royal Mail's Licence which permits access to Royal Mail's Postal Facilities;  |
| <b>Scheme</b>                      | means the Successor Postal Services Company Inland Letter Post Scheme 2001 made pursuant to section 89 of the Act (or other comparable scheme made pursuant to that section);  |
| <b>Sender</b>                      | has the meaning ascribed to it in the Act;   |
| <b>User</b>                        | has the meaning ascribed to it in the Act;   |
| <b>Voluntary Code Letter</b>       | means any Postal Packet (other than a Prohibited Code Letter) which is not a Code Letter for the purposes of paragraph (b) of the definition of Code Letter but which is no larger than 460mm by 610mm by 460mm (or, if a tubular Postal Packet, the length plus twice the diameter does not exceed 1040mm with a maximum length of 900mm), and no heavier than 2kg. |

2.2 In this Code, unless the context requires otherwise, the words **include**, **including** and **in particular** are to be construed as being by way of illustration or emphasis and do not limit or prejudice the generality of any foregoing words. The singular includes the plural and vice versa.

- 2.3 This Code shall not be interpreted in any way which is inconsistent with the Code Objectives.

### **3 Code Identifier and voluntary application of the Code**

#### *General*

- 3.1 Subject to the other provisions of this paragraph 3, each Licensee must take all reasonable steps:
- (a) to ensure that its relevant Code Identifier is clearly and legibly marked in accordance with industry practice on each Code Letter in respect of which it is the Intended Operator;
  - (b) not to mark its relevant Code Identifier on any Postal Packet (which for the purposes of this paragraph 3 includes parcels) in respect of which it is the Intended Operator which is not a Code Letter.

#### *Royal Mail*

- 3.2 Royal Mail will be taken to have satisfied its obligations under paragraph 3.1(a) if a Code Letter in respect of which Royal Mail is the Intended Operator bears:
- (a) a Royal Mail postage stamp; or
  - (b) a mark or impression which includes the words "Royal Mail" or other reasonably recognisable Royal Mail text or symbol.
- 3.3 In relation to all other Code Letters in respect of which Royal Mail is the Intended Operator which do not meet the requirements of paragraph 3.2, Royal Mail must comply with paragraph 3.1(a).

#### *Access Parties and Intermediaries*

- 3.4 An Access Party or Intermediary will be taken to have satisfied its obligations under paragraph 3.1(a) if a Code Letter in respect of which the Access Party or Intermediary is the Intended Operator, is marked with that Access Party's or Intermediary's Indicator.
- 3.5 In relation to all other Code Letters in respect of which an Access Party or Intermediary is the Intended Operator which do not meet the requirements of paragraph 3.4, that Access Party or Intermediary must comply with paragraph 3.1(a).

#### *Voluntary application of the Code*

- 3.6 A Licensee (other than Royal Mail, and an Access Party and an Intermediary acting in those capacities) may elect to extend the application of the Code to Voluntary Code Letters.
- 3.7 If a Licensee makes an election in accordance with paragraph 3.6, those Voluntary Code Letters in respect of which the election is made:
- (a) must be clearly and legibly marked in accordance with industry practice with the relevant Code Identifier; and
  - (b) if so marked, shall be deemed to constitute for all purposes of this Code, Code Letters.

### **4 Treatment of Misdirected Code Letters**

- 4.1 Licensees must take all reasonable steps to ensure that Misdirected Code Letters are:

- (a) returned to the Intended Operator; or
- (b) if such return is not reasonably practicable, otherwise handled (including, where appropriate, delivered to the intended User)

in either case, in an efficient, economic and timely manner.

4.2 Licensees may:

- (a) charge the relevant Intended Operator for the reasonable costs properly and reasonably incurred in returning or otherwise handling the relevant Misdirected Code Letter in accordance with paragraph 4.1;
- (b) where in accordance with paragraph 4.1 they deliver or return the relevant Misdirected Code Letter to the relevant intended User or Sender, as the case may be, charge the User or Sender for such delivery or return on the same basis that they would be entitled to charge if they were the Intended Operator of the relevant Misdirected Code Letter.

## **5 Treatment of Miscollected Code Letters**

- 5.1 Licensees must take all reasonable steps to ensure that Miscollected Code Letters are returned to the Intended Operator or its customer, in either case, in an efficient, economic and timely manner.
- 5.2 Licensees may not charge for returning the relevant Miscollected Code Letters in accordance with paragraph 5.1.

## **6 Customer Service Enquiries**

- 6.1 If a Licensee receives a complaint or other enquiry in relation to a Code Letter that should have been made to another Licensee, the Licensee receiving the complaint or other enquiry shall:
  - (a) treat that complaint or other enquiry with the same degree of care and importance that it would if the complaint or other enquiry should have been made to that Licensee;
  - (b) explain to the complainant that the complainant should contact the other relevant Licensee; and
  - (c) provide to the complainant the contact details of that other relevant Licensee.
- 6.2 If a Licensee receives a complaint or other enquiry where the identity of the Licensee to which that complaint or other enquiry should have been made is not discernable from the relevant Code Letter, the Licensee receiving the complaint or other enquiry is only required to refer the complainant to the Sender of the Code Letter.
- 6.3 Licensees must take all reasonable steps to ensure that they have sufficient personnel properly trained (and with access to all relevant information) in order to handle complaints or other enquiries in accordance with the other provisions of this paragraph 6.

## **7 Information and Reporting**

- 7.1 Within 3 months of 31 March each year, each Licensee must provide to Postcomm details of:
  - (a) the total number of Misdirected Code Letters in respect of which that Licensee was the Receiving Operator during the relevant year ending 31 March; and

(b) where relevant, the total such number broken down by Intended Operator.

7.2 Licensees must supply to Postcomm:

(a) their correct and up-to-date customer services contact details; and

(b) any other information in relation to the subject matter of this Code as Postcomm may require.