

# **POSTCOMM**

**THE POSTAL SERVICES COMMISSION**

**POSTAL SERVICES ACT 2000**

SECTION 11

## **LICENCE**

**GRANTED TO**

**SECURE MAIL SERVICES LTD**

**(FORMERLY SPECIAL MAIL SERVICES LIMITED)**

ON

**20 December 2005**

# **POSTCOMM**

## **THE POSTAL SERVICES COMMISSION**

### POSTAL SERVICES ACT 2000

#### SECTION 11

#### LICENCE

1. The **Postal Services Commission** (“Postcomm”), in the exercise of its functions under section 11 of the Postal Services Act 2000 (c.26) (“the Act”), hereby grants to **Special Mail Services Ltd** registered in England and Wales as company number 04072377 and having its registered office at Witan Gate House, 500-600 Witan Gate West, Milton Keynes, Buckinghamshire, MK9 1SH (“the Licensee”) a licence authorising the Licensee to convey letters from one place to another within the area specified in Schedule 1 subject to –
  - (a) the conditions set out in Schedule 2 and
  - (b) revocation in accordance with Schedule 3.
2. This licence shall come into effect on **1 January 2006** and, unless revoked in accordance with Schedule 3, shall continue in force until –
  - (a) terminated by not less than ten years notice in writing given so as to take effect not earlier than 25 March 2016, or
  - (b) if earlier, section 6(1) of the Act ceasing permanently to have effect, or
  - (c) the grant of another licence to the Licensee under which the activities authorised by this Licence may be conducted.

Licence

3. Condition 1 of Schedule 2 shall apply to the interpretation of terms and expressions used in this Licence.

The common seal of  
Postcomm hereunto affixed is  
authenticated by –

Authorised for that purpose by  
Postcomm

20 December 2005

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**SCHEDULE 1  
AUTHORISED AREA**

It is a condition of this Licence that the area within which the Licensee may convey letters from one place to another is the area comprising the United Kingdom.

**SCHEDULE 2**  
**CONDITIONS OF LICENCE**  
**PART 1 – INTERPRETATION**

**Condition 1: Interpretation and construction**

1. The terms and expressions in the left hand column in the table below shall, unless the context otherwise requires, be interpreted in the manner set out next to them in the right hand column in that table –

“associate”	has the same meaning as in the Consumer Credit Act 1974
“controller”	has the same meaning as in the Consumer Credit Act 1974
“controlling person”	means a partner of a limited liability partnership or of a partnership, a sole proprietor, and in relation to a body corporate, a director or other officer and a person  (a) in accordance with whose directions or instructions the directors of the body corporate or of another body corporate which is its controller (or any of them) is or are accustomed to act, or  (b) who, either alone or with any associate or associates, is entitled to exercise or control the exercise of, one third or more of the voting power at any general meeting of the body corporate or of another body corporate which is its controller.
“financial year”	means the period of twelve months ending on 31 March in any year;
“information”	includes –  (a) information recorded in any form, and  (b) forecasts and estimates;

Schedule 2 – Condition 1: Interpretation and construction

“parent undertaking”	has the meaning given by section 258 of the Companies Act 1985;
“Postwatch”	means the Consumer Council for Postal Services established under section 2 of the Act and known at the date of grant of this Licence as Postwatch;
“subsidiary undertaking”	has the meaning given by section 258 of the Companies Act 1985;
“terms”	in relation to the conveyance of postal packets and the provision of any other services means all the terms on which the conveyance of postal packets or the provision of any other services is undertaken or offered or relevant to their evaluation, whether as respects charges, methods of payment or otherwise;
“undertaking”	has the meaning given by section 259 of the Companies Act 1985.

2. Unless the context otherwise requires, in this Licence words and expressions that are defined in Parts I, II and VII of the Act shall have the same meanings as in those Parts, notwithstanding that a definition in either of those Parts may be framed so as to apply only for the purposes of certain sections of those Parts<sup>1</sup>.
3. Any reference in a condition of this Licence to the purposes of that condition generally is a reference to the purposes of that condition as incorporated in this Licence and to the purposes of any condition in identical terms incorporated and having effect in any other licence under the Act whenever that licence may have been granted.
4. Unless otherwise specified any reference to a numbered condition or schedule is a reference to the condition or schedule bearing that number in this Licence and any reference to a numbered paragraph is a reference to the paragraph bearing that number in the condition, schedule or paragraph in which the reference occurs.

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<sup>1</sup> The definitions of the terms that are defined in the Act and used in the Licence are reproduced for convenience in the Annex to this Licence.

Schedule 2 – Condition 1: Interpretation and construction

5. In construing this Licence the heading or title of any condition or paragraph shall be disregarded.
6. Where any obligation under or pursuant to this Licence is required to be performed by a specified date or within a specified period and where the Licensee has failed so to perform by such date or within such period, such obligation shall continue to be binding and enforceable after the specified date or after the expiry of the specified period, but without prejudice to all the rights and remedies available against the Licensee by reason of the Licensee's failure to perform by that date or within that period.
7. Subject to paragraph 8 the provisions of section 121 of the Act shall apply for the purposes of the delivery or service of any documents, directions or notices to be delivered or served pursuant to any condition of this Licence.
8. Anything required by or under this Licence to be done in writing may be done by transmission of the instrument in question by facsimile or by other electronic means and, in such case –
  - (a) the original instrument or other confirmation in writing shall be delivered or sent by pre-paid post as soon as is reasonably practicable, and
  - (b) where the means of transmission had been agreed in advance between the parties concerned, in the absence of and pending such confirmation, there shall be a rebuttable presumption that what was received duly represented the original instrument.

## **PART 2 – FURTHERING THE INTERESTS OF USERS OF POSTAL SERVICES**

### **Condition 2: Service provision and complaint handling**

1. The Licensee shall use reasonable endeavours –
  - (a) to collect letters conveyed pursuant to this Licence from its customers as agreed with them, and
  - (b) appropriately to deliver or to procure the delivery of any such letter it receives in the course of its business as a postal operator within a reasonable time.
2. Within the period of three months from the commencement of conveyance of letters under this Licence the Licensee shall establish systems adequate for –
  - (a) measuring (using sampling methods if appropriate) and recording its performance in achieving its contract targets, and
  - (b) recording, analysing and responding to complaints in respect of failure to achieve the contract targets and in respect of services provided by the Licensee generally.
3. The Licensee shall provide a written description of the systems established under paragraph 2(b) to Postcomm and to Postwatch and of any modifications to those systems within one month of such systems being established or of the modifications being made.
4. No later than 3 months after the end of each financial year the Licensee shall submit to both Postcomm and Postwatch a report in relation to
  - (a) its performance in achieving its contract targets, and
  - (b) the complaints it has receivedin such financial year.
5. Reports submitted pursuant to paragraph 3 shall be in such format as-

Schedule 2 – Condition 2: Service provision and complaint handling

- (a) may have been agreed between the Licensee and Postwatch before the end of the financial year in question, or
  - (b) in the absence of such agreement, may have been specified by Postcomm by a determination in writing.
- 6. The Licensee shall consent to the publication by Postcomm and/or Postwatch of any report submitted to that body by the Licensee pursuant to paragraph 4 above, provided that the licensee has been notified of the relevant body.
- 7. In this condition the “contract targets” means such targets for or obligations in respect of service performance as are set out in the Licensee’s contracts with its customers.
- 8. The Licensee shall ensure that the full address and telephone number of Postwatch is displayed with reasonable prominence in all literature explaining its service which it produces for users of its postal services.

**Condition 3: Protecting the integrity of mail**

1. In this condition –
  - (a) the “Mail Integrity Code” means the code of practice set out in Annex 1 to this Licence established for the purposes of facilitating the achievement of the Mail Integrity Objectives, and
  - (b) the “Mail Integrity Objectives” means the objectives set out in paragraph 1.1 of the Mail Integrity Code.
2. Unless Postcomm otherwise consents, the Licensee shall at all times comply with the Mail Integrity Code.

### **Condition 4: Common Operational Procedures**

1. In this condition:

- (a) “Access Agreement” means an agreement other than a Royal Mail Access Agreement between Licensees which permits access to a Licensee’s postal facilities;
- (b) “Access Code” means a code relating to access to Royal Mail’s postal facilities established in accordance with Condition 9 in Schedule 2 to the licence granted to Royal Mail under section 11 of the Act;
- (c) the “Code Objectives” means the objectives set out in paragraph 1.1 of the “Postal Common Operational Procedures Code”;
- (d) "Intermediary Agreement" means an agreement other than a Royal Mail Access Agreement between a Licensee and Royal Mail under which that Licensee delivers postal packets to Royal Mail for subsequent conveyance;
- (e) “Licensees” means the holders of licences under section 11 of the Act from time to time;
- (f) the “Postal Common Operational Procedures Agreement” means the default contract designated by Postcomm by direction given for the purpose of this condition generally and published on 31 December 2005 (as modified from time to time in accordance with paragraph 3 below) established for the purpose of giving effect to the Postal Common Operational Procedures Code in the absence of alternative contractual arrangements between Licensees;
- (g) the “Postal Common Operational Procedures Code” means the code of practice entitled “Common Operational Procedures – A Code of Practice” set out in Annex 3 to this licence established for the purpose of facilitating the achievement of the Code Objectives;
- (h) “Royal Mail” 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; and

- (i) “Royal Mail Access Agreement” means an agreement between Royal Mail and the Licensee or customer entered into pursuant to Condition 9 in Schedule 2 to the licence granted to Royal Mail under section 11 of the Act which permits access to Royal Mail’s postal facilities.

**Compliance with the code and adherence to the agreement**

2. Unless Postcomm otherwise consents, the Licensee shall:

- (a) comply with the Postal Common Operational Procedures Code,
- (b) become and thereafter remain a party to the Postal Common Operational Procedures Agreement which shall apply insofar as
  - (i) it is consistent with, and deals with matters not provided for in, the terms and conditions of any Access Agreement, Intermediary Agreement or Royal Mail Access Agreement to which the Licensee is a party,
  - (ii) it is consistent with, and deals with matters not provided for in, the terms and conditions of any Access Code to which the Licensee is a party,
  - (iii) the Licensee has not established alternative arrangements with other Licensees relating to the treatment of misdirected and miscollected mail;
- (c) at all times refrain from acting in a manner which is inconsistent with the Code Objectives or which is likely to prejudice the effective functioning of the Postal Common Operational Procedures Code;
- (d) not use any information pertaining to the business or operations of another person (including information relating to that person’s customers) obtained by virtue of being a party to any agreement of the type referred to in paragraph (b) in order to secure, or in a manner that reasonably could be expected to secure, any unfair commercial advantage;
- (e) within one month of becoming a party to any agreement of the types referred to in paragraphs (i), (ii) and (iii) of paragraph (b), provide a copy of the terms of that agreement to Postcomm and such other information in

relation to that agreement as Postcomm may require,  
and

- (f) if nominated by Postcomm by direction in writing given for the purposes of this condition generally to the office of Secretary of the Postal Common Operational Procedures Agreement, perform the functions of that office in an efficient, timely, impartial and professional manner, subject to reimbursement by Postcomm of the costs reasonably incurred in the discharge of those functions.

3. The Postal Common Operational Procedures Agreement shall be deemed to be modified in accordance with this paragraph if:

- (a) Postcomm has received a proposal to change the Postal Common Operational Procedures Agreement from a person entitled under its provisions to make such a proposal, and
- (b) that proposal has been submitted to Postcomm in the manner, and containing the information, provided for in the Postal Common Operational Procedures Agreement, and
- (c) Postcomm:
  - (i) is of the opinion that modification of the Postal Common Operational Procedures Agreement in the manner proposed will enable the Code Objectives better to be fulfilled,
  - (ii) has given notice of the proposed modification in accordance with paragraphs 4 and 5 below,
  - (iii) has considered any representations made in accordance with that notice and not withdrawn, and
  - (iv) has directed by a direction given for the purpose of this condition generally that the proposed modification be made.

4. A notice under paragraph 3(c)(ii) shall be in accordance with this paragraph if it states:

- (a) that Postcomm proposes to make the modification,
- (b) the effect of the proposed modification,

Schedule 2 – Condition 4: Common Operational Procedures

- (c) the reasons for the proposed modification, and
  - (d) the period (of not less than 28 days starting with the date of publication of the notice) within which representations may be made in relation to the proposed modification.
5. A notice under paragraph 3(c)(ii) shall be in accordance with this paragraph if it is given by:
- (a) serving a copy of the notice on each of the parties to the Postal Common Operational Procedures Agreement as at the date of such notice and on the Council, and
  - (b) publishing the notice in such manner as Postcomm considers appropriate for the purpose of bringing the matters included in the notice to the attention of persons likely to be affected by them.

**PART 3 – PROMOTION OF EFFECTIVE COMPETITION  
BETWEEN POSTAL OPERATORS**

**Condition 5: Competition law**

1. The Licensee shall furnish to Postcomm full copies of any written submissions to the Office of Fair Trading or to the European Commission or any other National Competition Authority (within the meaning of Council Regulation (EC) 1/2003) which relate to
  - (a) the Competition Act 1998 and/or Articles 81 and 82 of the Treaty of Rome; and
  - (b) the Licensee's business as a provider of postal services in the United Kingdomwithin seven days of the making of the submission.
2. The Licensee shall furnish Postcomm with such information concerning any submissions of the kind referred to in paragraphs 1 as Postcomm may by notice in writing require.
3. Information required to be furnished under paragraph 2 shall be furnished in such manner, in such form, at such place and at such times as Postcomm may reasonably require.

**Condition 6: Mergers takeovers and change of control**

1. The Licensee shall furnish to Postcomm full copies of any –
  - (a) notice given to the Office of Fair Trading under section 96 of the Enterprise Act 2002, and
  - (b) any notification made to the European Commission for the purposes of Council Regulation EC 139/2004 as amended from time to time,which is relevant to the Licensee's business as a provider of postal services in the United Kingdom within seven days of the giving of the notice or the making of the notification.
2. The Licensee shall furnish to Postcomm a copy of any informal written submission made –
  - (a) to the Office of Fair Trading in relation to proposed arrangements of the kind referred to in section 96 of the Enterprise Act 2002, or
  - (b) to the European Commission in relation to the application or possible application of Council Regulation EC 139/2004 as amended from time to time,which is relevant to the Licensee's business as a provider of postal services in the United Kingdom within seven days of the making of the submission.
3. The Licensee shall furnish Postcomm with such information concerning any notices, notifications or submissions of the kinds referred to in paragraphs 1 or 2 as Postcomm may by notice in writing require.
4. Information required to be furnished under paragraph 3 shall be furnished in such manner, in such form, at such place and at such times as Postcomm may reasonably require.
5. The Licensee shall notify Postcomm of any change in the control of the Licensee within the meaning of paragraph 6 below as soon as practicable after the occurrence of the change.
6. For the purposes of this Condition a change in the control of the Licensee occurs whenever there is a change in the Controlling Persons:
  - (a) of the Licensee, or

Schedule 2 – Condition 6: Mergers takeovers and change of control

- (b) of any parent undertaking of the Licensee which is not itself a subsidiary undertaking of another undertaking.
- 7. For the purposes of this condition, “undertaking” has the meaning given by section 259 of the Companies Act 1985.

## **PART 4– PROVISION OF INFORMATION**

### **Condition 7: Provision of information to Postcomm**

1. Subject to paragraph 3, the Licensee shall furnish to Postcomm such information as Postcomm may require or as may be necessary for the purpose of performing the functions assigned to Postcomm by or under the Act.
2. Information required to be furnished under this condition shall be furnished in such manner, in such form, at such place and at such times as Postcomm may require.
3. This condition shall not require the Licensee to produce any documents or supply any information which it could not be compelled to produce or supply in evidence in civil proceedings before the Court on grounds other than that the information does not exist.
4. Subject to paragraph 3, nothing in this condition shall prejudice any right of Postcomm to require information under or pursuant to any other condition and the duty of the Licensee to furnish information pursuant to this condition shall not be affected by any obligation to furnish information under or pursuant to any other condition.

**Condition 8: Provision of information to Postwatch**

1. Subject to paragraph 3, the Licensee shall furnish to Postwatch such information as Postwatch may reasonably require or as may be reasonably necessary for the purpose of performing the functions assigned to Postwatch by or under the Act.
2. Information required to be furnished under this condition shall be furnished in such manner, in such form, at such place and at such times as Postwatch may require.
3. This condition shall not require the Licensee to produce any documents or supply any information which it could not be compelled to produce or supply in evidence in civil proceedings before the Court on grounds other than that the information does not exist.
4. The Licensee shall accept the determination of Postcomm in relation to any question arising under paragraph 1 or 2 as to whether any information is reasonably required or is reasonably necessary for the purpose of performing the functions assigned to Postwatch by or under the Act.

## PART 5 – MISCELLANEOUS PROVISIONS

### **Condition 9: Cessation of business as a postal operator**

1. The Licensee shall establish and shall at all times during the term of this Licence maintain in force the arrangements described in paragraph 2 for the purpose of ensuring that if the Licensee ceases to carry on business as a postal operator postal packets in its care at the time of such cessation and the conveyance of which requires a licence under the Act may be delivered to the places to which they are addressed.
2. The arrangements to be established for the purpose of paragraph 1 may comprise either –
  - (a) a contract with a postal operator that is –
    - (i) a universal service provider, or
    - (ii) an operator approved by Postcomm for the purposes of this paragraph  

under which that operator agrees that it will ensure, if the Licensee ceases to carry on business as a postal operator, that postal packets in the Licensee's care at the time of such cessation and the conveyance of which requires a licence under the Act will be delivered to the places to which they are addressed, and/or
  - (b) an irrevocable guarantee provided by a bank or other body authorised under the Financial Services and Markets Act 2000 to carry on banking or insurance business for a maximum amount not less than the amount calculated in accordance with paragraph 3 below providing that, if the Licensee ceases to carry on business as a postal operator, the bank or other body will, on receipt of a written demand from Postcomm, pay to a postal operator or postal operators nominated by Postcomm such sum or sums up to the maximum amount of such guarantee as Postcomm may require for the purpose of ensuring that postal packets in the Licensee's care at the time of such cessation will be delivered as aforesaid.

3. The maximum amount of any guarantee provided for the purpose of paragraph 2 shall at any time be not less than the sum found by –
  - (a) taking –
    - (i) until the conclusion of the first financial year occurring during the term of this Licence throughout which the Licensee conveys postal packets pursuant to this Licence the estimate made by the Licensee at the time of applying for this Licence of the number of postal packets it expected to convey pursuant to this licence in that financial year, and thereafter
    - (ii) the number of postal packets conveyed by the Licensee pursuant to this Licence in the previous financial year,
  - (b) dividing that number by 26,
  - (c) multiplying the number so calculated by £0.50, and
  - (d) multiplying the sum so found by the fraction –

$$\frac{Y}{X}$$

where –

Y is the level of the Index of Retail Prices at the end of the financial year which at the time of cessation of the Licensee's business as a postal operator most recently has ended, and  
X is the level of the Index of Retail Prices at 31 March 2005.

4. The Licensee shall use reasonable endeavours to give to Postcomm not less than three calendar months' notice in writing of any decision it may take to cease to carry on the activity of a postal operator.
5. The Licensee shall publish any notice served on Postcomm pursuant to paragraph 4 in such manner as Postcomm may direct for the purpose of bringing the notice to the attention of customers and potential customers of the Licensee.

**Condition 10: Payment of amounts to Postcomm**

1. The Licensee shall pay to Postcomm in any relevant year the amount determined in accordance with paragraph 2 at the times stipulated in paragraph 3.
2. (a) The amount payable under paragraph 1 in respect of a relevant year shall be –
  - (i) if the Licensee’s turnover excluding access payments in the preceding relevant year, from activities which apart from this Licence would be prohibited by section 6(1) of the Act, did not exceed £10 million, the minimum sum,  
or
  - (ii) in all other cases, the minimum sum plus the additional sum.
- (b) The additional sum shall be calculated by –
  - (i) taking the total recoverable costs,
  - (ii) adding to that amount the amount (if any) determined by Postcomm (in consultation with the Competition Commission) as having been incurred by the Competition Commission in the preceding relevant year in connection with references made to it under section 15 of the Act, and
  - (iii) multiplying the amount calculated as aforesaid by the factor –

$$\frac{A}{B} ,$$

where –

“A” is the Licensee’s turnover excluding access payments in the preceding relevant year, from activities which apart from this Licence would be prohibited by section 6(1) of the Act, and

“B” is the turnover excluding access payments in that year of all holders of licences granted under the Act, from activities which apart from those licences would be prohibited by section 6(1) of the Act.

3. The amount due under paragraph 1 shall be payable on 30 June in the relevant year, or, if later, on the expiry of one month from the day on which Postcomm serves notice on the Licensee of such amount.
4. The Licensee shall maintain records and furnish Postcomm with information as to the Licensee’s turnover in any relevant year from activities which apart from this Licence would be prohibited by section 6(1) of the Act.
5. The records maintained for the purposes of paragraph 4 shall be independently audited by independent auditors, except where the Licensee is not subject to, or is exempt from, the requirement under the Companies Act 1985 to file audited accounts, in which case it shall make such records as Postcomm may direct available for verification by independent auditors.
6. In this condition –
  - “access payments” means payments made to any other holder of a Licence under the Act for the conveyance of letters conveyed by the Licensee from its customers to that other Licence holder,
  - “independent auditors” means an individual or a firm (meaning a body corporate or a partnership) eligible for appointment as a company auditor pursuant to Part II of the Companies Act 1989,
  - “minimum sum” in relation to a relevant year, means £1000,
  - “relevant year” means any year beginning on 1<sup>st</sup> April,
  - “total recoverable costs” means the aggregate of –
    - (a) the amount estimated by Postcomm as likely to be the costs incurred by it during the relevant year in the exercise of the functions assigned to it or arising by or under –
      - (i) the Act,

Schedule 2 – Condition 10: Payment of amounts to Postcomm and Postwatch

- (ii) any other Act of Parliament,
  - (iii) any subordinate legislation made under any Act of Parliament, or
  - (iv) any Community obligation,
- (b) the amount so estimated by Postcomm after consulting the Secretary of State as likely to be the amounts to be paid by the Secretary of State during the relevant year in respect of the expenses of Postwatch in accordance with paragraph 17 of Schedule 2 to the Act or in relation to the establishment of Postwatch, and
- (c) the amount of the difference, if any, between the costs mentioned in sub-paragraph (a) or (b) which Postcomm considers were actually incurred during the previous relevant year and the estimate of the costs in question made by it for the purposes of this condition, where the latter exceeds the former the amount of the difference being treated as a negative amount.

### **SCHEDULE 3 REVOCATION OF LICENCE**

1. This Licence may be revoked at any time by Postcomm by not less than the requisite period of notice in writing given to the Licensee –
  - (a) if the Licensee in writing requests or agrees in writing with Postcomm that this Licence should be revoked,
  - (b) if the Licensee is found by Postcomm to have made any false, dishonest or misleading statement to Postcomm in connection with his application for this Licence,
  - (c) if any controlling person of the Licensee is, or is discovered by Postcomm subsequent to the grant of this Licence to have previously been convicted of or subject to:
    - (i) any offence under the Postal Services Act 2000;
    - (ii) any offence involving dishonesty; or
    - (iii) a disqualification order or undertaking under the Company Directors Disqualification Act 1986.
  - (d) if any amount payable under Condition 10 in Schedule 2 of this Licence is unpaid 30 days after it becomes due and remains unpaid for a period of 30 days after Postcomm has notified the Licensee in writing that the amount is overdue,
  - (e) if the Licensee fails to comply with a final order or a provisional order which has been confirmed under section 24 of the Act and (in either case) such failure is not rectified to the satisfaction of Postcomm after Postcomm has served notice in writing of such failure on the Licensee and before the expiry of three months from the latest of –
    - (i) the date of service of such notice, or
    - (ii) the date of expiration of the period within which an application under section 28 of the Act could be made questioning the validity of the final or provisional order, or

- (iii) if any such application is made, the date it is finally adjudicated upon,
- (f) if the Licensee fails to pay the whole or any portion of a penalty imposed by Postcomm under section 30 of the Act or any interest thereon by the date by which it is required to be paid and such failure is not rectified to the satisfaction of Postcomm after Postcomm has served notice in writing of such failure on the Licensee and before the expiry of 3 months from the latest of –
  - (i) the date of service of such notice, or
  - (ii) the date of expiration of the period within which an application under section 36 of the Act could be made in relation to the penalty, or
  - (iii) if any such application is made, the date it is finally adjudicated upon,
- (g) if the Licensee –
  - (i) is unable to pay its debts (within the meaning of section 123(1) or (2) of the Insolvency Act 1986, but subject to paragraph 2 below) or any voluntary arrangement is proposed in relation to it under section 1 of that Act or it enters into any composition or scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by Postcomm),
  - (ii) has a receiver (which shall include an administrative receiver within the meaning of section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed,
  - (iii) has a petition for an administration order presented in relation to it or an application for an administration order made in relation to it, or an administrator is appointed in relation to it or notice of intention to appoint an administrator is given in relation to it, or any other step is taken by any person with a view to the administration of the Licensee under the Insolvency Act 1986 including the passing of any resolution by the directors or

- shareholders of the Licensee approving the presentation of any such petition, the making of any such application or appointment or the giving of any such notice;
- (iv) passes any resolution for winding-up other than a resolution previously approved in writing by Postcomm,
  - (v) becomes subject to an order by the High Court for winding-up, or
  - (vi) any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to anything listed above in (i) to (v) inclusive.
2. For the purposes of paragraph 1(g)(i) above, section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for “£750” there were substituted “£100,000” or such higher figure as Postcomm may from time to time by direction in writing determine and the said section 123(1)(a) shall not apply if the demand therein referred to is being contested in good faith by the Licensee with recourse to all appropriate measures and procedures or if the demand is satisfied prior to the expiry of the notice to the Licensee given by Postcomm.
3. The requisite period of notice shall be –
- (a) for the purposes of sub-paragraph 1(g), 24 hours, and
  - (b) for all other purposes, 30 days.

**ANNEX 1**  
**Protecting the Integrity of Mail - A Code of Practice**

## **Protecting the Integrity of Mail - A Code of Practice**

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## Protecting the Integrity of Mail – A Code of Practice

### 1 Introduction

- 1.1 This is the Code of Practice covering the protection of the integrity of mail. Its purpose is to achieve the following objectives (the "**Mail Integrity Objectives**"):
- (a) minimising the exposure of Code Postal Packets to the risk of loss, theft, damage and/or interference; and
  - (b) maintaining and improving Licensees' performance in respect of the matters referred to in paragraph 1.1(a).
- 1.2 This Code sets out the requirements and procedures to be followed in order to satisfy the Mail Integrity Objectives.
- 1.3 This Code applies to:
- (a) all Licensees; and
  - (b) all Code Postal Packets conveyed, received, collected, sorted, delivered or otherwise handled by Licensees.
- 1.4 Licensees should allocate responsibility to specific personnel within their organisations for implementation of and compliance with this Code.
- 1.5 In meeting their obligations under this Code, Licensees should have due regard to the size and nature of their organisations and operations.

### 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>Code Postal Packet</b>	means a Postal Packet conveyed pursuant to a Licence;
<b>damage</b>	means, in relation to a Code Postal Packet, any physical damage to a Code Postal Packet (other than damage caused by interference or accidental damage) occurring after the time of acceptance of that Code Postal Packet by the relevant Licensee and before its delivery to the person to whom or at the premises to which it is addressed;
<b>Incident Guidelines</b>	means guidelines published from time to time by Postcomm relating to the nature of incidents of loss or theft of, damage to, or interference with, Code Postal Packets, which require urgent notification to Postcomm;
<b>interference</b>	means interference with a Code Postal Packet contrary to sections 83 or 84 of the Act;
<b>Licensee</b>	means the holder of a licence granted under section 11 of the Act;
<b>Licence</b>	means a licence (as amended or replaced from time to time)

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granted under section 11 of the Act;

**loss**

means the physical loss of a Code Postal Packet, other than as a result of:

(a) having been stolen,

(b) being incorrectly addressed,

at any time after the acceptance of that Code Postal Packet by the Licensee and before its delivery to the person to whom or at the premises to which it is addressed, and in relation to any Code Postal Packet shall be deemed to include a failure by the Licensee to deliver that Code Postal Packet within 15 working days of its due day of delivery;

**Mail Integrity Objectives**

means the mail integrity objectives set out in paragraph 1.1 of this Code;

**Postcomm**

means the Postal Services Commission established under section 1 of the Act;

**Postal Packet**

has the meaning given in the Act;

**Postwatch**

means the Consumer Council for Postal Services established under section 2 of the Act;

**Relevant Employees**

means permanent, temporary, casual or part time employees or workers (including those under a contract for service), who are (or may be) involved in conveying, receiving, collecting, sorting, delivering or otherwise handling Code Postal Packets or who are reasonably likely to have access to Code Postal Packets in the course of their work;

**stolen/theft**

means misappropriated/misappropriation contrary to the Theft Act 1968 (as amended from time to time).

- 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 Nothing in this Code is to be construed as requiring a Licensee to act unlawfully (for example, by breaching employment law in meeting the recruitment and vetting requirements set out in paragraph 3 of this Code).
- 2.4 This Code shall not be interpreted in any way which is inconsistent with the Mail Integrity Objectives.
- 2.5 Where this Code requires a policy to be established, that policy must be in writing and a copy must be given to the specific personnel within the Licensee's organisation who are responsible for implementation of and compliance with the policy.
- 2.6 Where this Code requires Licensees to allocate responsibility to specific personnel within their organisations to be responsible for implementation of and compliance with this Code (including any policy required by this Code), the personnel responsible for implementation may be different from those responsible for compliance.

### **3 Recruitment of Relevant Employees**

3.1 If a Licensee employs or uses (or intends to employ or use) Relevant Employees, the Licensee must:

- (a) establish, maintain and adhere to a recruitment policy in relation to the employment or use of Relevant Employees designed to facilitate the achievement of the Mail Integrity Objectives; and
- (b) allocate responsibility to specific personnel within its organisation for the implementation of and compliance with that recruitment policy.

3.2 The recruitment policy should include:

- (a) an explanation of the jobs, roles or types of work, as the case may be, in respect of which the recruitment policy should apply;
- (b) the types of information about a prospective Relevant Employee that the Licensee requires;
- (c) the steps that the Licensee requires to be taken to satisfy itself of the identity of the prospective Relevant Employee;
- (d) the steps which the Licensee expects to be taken in order to confirm a prospective Relevant Employee's work history over at least the immediately preceding 5 years (or the entire period of that Relevant Employee's working life, if that period is shorter than 5 years);
- (e) a requirement for prospective Relevant Employees to declare any criminal convictions or any cautions or conditional discharges for offences relating to:
  - (i) Postal Packets; or
  - (ii) dishonest conduct generally (in particular, theft, obtaining property by deception or fraud)

and guidelines on how any such convictions, cautions or conditional discharges declared by prospective Relevant Employees will be taken into consideration in deciding whether or not to employ the prospective Relevant Employee.

3.3 For the avoidance of doubt, in respect of any Licensee's existing permanent, temporary, casual or part-time employee or worker (including those under a contract for service) who is not (or might not be) involved in conveying, receiving, collecting, sorting, delivering or otherwise handling Code Postal Packets in the course of his or her work and who is to be redeployed such that he or she will (or might be) so involved, such redeployment should be treated for the purposes of this paragraph 3 as effectively the employment or use of that individual as a Relevant Employee and be subject to the other provisions of this paragraph 3.

3.4 Licensees must reasonably regularly monitor implementation of and compliance with the recruitment policy.

3.5 Licensees must reasonably regularly review the recruitment policy and, where necessary, update or amend the policy to ensure that it continues to meet the Mail Integrity Objectives.

#### **4. Training Relevant Employees**

- 4.1 If a Licensee employs or uses Relevant Employees, the Licensee must:
- (a) establish, maintain and adhere to a training policy that provides for Relevant Employees to receive initial and ongoing training so as to facilitate achievement of the Mail Integrity Objectives; and
  - (b) allocate responsibility to specific personnel within its organisation for the implementation of and compliance with that policy.
- 4.2 Without prejudice to the generality of paragraph 4.1, all Relevant Employees must be informed of the provisions of sections 83 and 84 of the Act and made aware of the seriousness of the offences detailed in those sections.
- 4.3 The training policy should include:
- (a) the levels of training required to facilitate achievement of the Mail Integrity Objectives;
  - (b) the levels of training required according to the differing responsibilities of, and work undertaken by, Relevant Employees in relation to Code Postal Packets;
  - (c) details of the minimum level of training required;
  - (d) an explanation of how the training will be provided;
  - (e) the frequency with which training should be provided; and
  - (f) details of how training is to be given, recorded and monitored.
- 4.4 Licensees must reasonably regularly monitor implementation of and compliance with the training policy.
- 4.5 Licensees must reasonably regularly review the training policy and, where necessary, update or amend the policy to ensure that it continues to meet the Mail Integrity Objectives.

#### **5. Disciplinary Procedures**

- 5.1 If a Licensee employs or uses Relevant Employees, the Licensee must:
- (a) make Relevant Employees aware of the standards of conduct in relation to facilitating achievement of the Mail Integrity Objectives the Licensee requires Relevant Employees to meet; and
  - (b) establish, maintain and adhere to a disciplinary policy in relation to the treatment of Relevant Employees who fail to meet the standards of conduct expected of them.
- 5.2 The standards of conduct and disciplinary policy should be such as to facilitate achievement of the Mail Integrity Objectives.
- 5.3 Licensees must allocate responsibility to specific personnel within their organisations for:

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- (a) making Relevant Employees aware of the standards of conduct expected of them; and
- (b) the implementation of and compliance with the disciplinary policy.

### 5.4 The disciplinary policy should include:

- (a) an explanation of what constitutes a failure to meet the standards of conduct and the action to be taken in relation to any failures;
- (b) an explanation of how the Licensee ensures that all Relevant Employees understand when a failure to meet the standards of conduct might also constitute a criminal offence and how this will be dealt with;
- (c) provision for appropriate records to be maintained detailing any action taken against Relevant Employees for failure to meet the standards of conduct; and
- (d) a process to identify consistent failure to meet the relevant standards of conduct and the taking of appropriate remedial action.

### 5.5 Licensees must reasonably regularly monitor implementation of and compliance with the:

- (a) standards of conduct; and
- (b) disciplinary policy.

### 5.6 Licensees must reasonably regularly review the:

- (a) standards of conduct; and
- (b) disciplinary policy

and, where necessary, update or amend the standards of conduct or disciplinary policy, as the case may be, to ensure that they continue to meet the Mail Integrity Objectives.

## 6. Security of Mail

- 6.1 Notwithstanding the other requirements of this Code, Licensees must establish, maintain and adhere to such other policies and procedures as may reasonably be necessary to facilitate achievement of the Mail Integrity Objectives, in particular in relation to the security of relevant premises, and the use of vehicles and equipment in the collection, conveyance or delivery of Code Postal Packets.
- 6.2 Licensees must allocate responsibility to specific personnel within their organisations for the implementation of and compliance with the policies and procedures specified in paragraph 6.1.
- 6.3 The policies and procedures should include:
  - (a) regular risk assessment;
  - (b) the maintenance of records so that Licensees can identify, as far as is reasonably practicable, which Relevant Employees were responsible for the conveyance, receipt, collection, sortation, delivery or handling of specific Code Postal Packets that have been interfered with; and

- (c) the measures to be taken, including monitoring, to prevent or detect loss or theft of, damage to, or interference with, Code Postal Packets from or at premises, vehicles or equipment.

6.4 Licensees must reasonably regularly review the policies and procedures and, where necessary, update or amend those policies and procedures to ensure that they continue to meet the Mail Integrity Objectives.

## **7 Information and Reporting Requirements**

7.1 All incidents of loss or theft of, damage to, or interference with Code Postal Packets must be recorded in reasonable detail.

7.2 Without prejudice to the generality of paragraph 7.1, information to be recorded in relation to "Serious Incidents" for the purposes of the Incident Guidelines includes:

- (a) the date, time and place of the incident;
- (b) the number of (or where the precise number is not known, a reasonable estimate of the number of) Code Postal Packets the subject of the incident;
- (c) as far as is reasonably practicable, the Relevant Employees involved in the conveyance, receipt, collection, sortation, delivery or handling, as the case may be, of the Code Postal Packets the subject of the incident; and
- (d) any other particulars relating to the incident which it would be reasonable to record, including the factual circumstances in which the incident occurred.

7.3 Incidents which constitute "Serious Incidents" for the purposes of the Incident Guidelines (together with details of the date, time and place of the incident and the number of, or a reasonable estimate of the number of, Code Postal Packets the subject of the incident) are to be reported to Postcomm as soon as reasonably practicable and, in any event, within 48 hours of the Licensee becoming aware of their occurrence. The information required to be recorded in accordance with paragraphs 7.2(c) and 7.2(d) and any other information in relation to the incident that Postcomm may require should be reported to Postcomm as soon as reasonably practicable.

7.4 In respect of each period of three months in any year (each year ending on 31 March), each Licensee must submit to Postcomm (as soon as reasonably practicable, and in any event within 28 days, after the end of each such period) a report detailing any prosecutions which that Licensee has instigated in the relevant period and provide such information in relation to any relevant incident and prosecution that Postcomm may require.

7.5 Licensees must reasonably regularly review the information recorded under this paragraph 7 with a view to identifying any trends, patterns or other notable features (such as above average incident levels at certain premises).

7.6 Licensees must submit to Postcomm and Postwatch annual reports not later than 3 months from the end of the year (being 31 March) to which those reports relate, which include:

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- (a) the number of (or where precise numbers are not known, reasonable estimates of the numbers of) Code Postal Packets during the relevant year which were lost, stolen, damaged or interfered with; and
- (b) details of any trends, patterns or other notable features (such as above average incident levels at certain premises) in relation to the incidence of loss or theft of, damage to, or interference with, Code Postal Packets.

7.7 Licensees must also submit to Postcomm and Postwatch with each annual report submitted under paragraph 7.6, a statement of the measures that the Licensee intends to take to remedy any failures or patterns of failure to achieve the Mail Integrity Objectives and to reduce the numbers of Code Postal Packets lost, stolen, damaged or interfered with.

7.8 Licensees must allocate responsibility to specific personnel within their organisations for meeting the recording, reporting and other requirements of this paragraph 7.

### **8 Agents and Sub-Contractors**

8.1 Each Licensee shall ensure that, so far as is reasonably practicable, all of:

- (a) its franchisees, agents or sub-contractors (if any) who are involved in the conveyance, receipt, collection, sortation, delivery or handling of Code Postal Packets, comply with this Code as if this Code applied to the franchisee, agent or sub-contractor; and
- (b) its agents or sub-contractors (if any) who are responsible for providing Relevant Employees to work for the Licensee, comply with this Code as if this Code applied to such agent or sub-contractor.

2. Where the franchisee, agent or sub-contractor is a Licensee, it shall be sufficient for the Licensee which lets the franchise, appoints the agent or engages the sub-contractor, as the case may be, to rely on the direct application of this Code to that Licensee in fulfilment of its obligations under paragraph 8.1(a).

## **ANNEX 2**

### **The Common Operational Procedures Code of Practice**

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

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## 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;
<b>Code Letter</b>	means: <ul style="list-style-type: none"><li>(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;</li><li>(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:<ul style="list-style-type: none"><li>(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</li><li>(ii) weighs less than 350 grams;</li></ul></li><li>(c) any Postal Packet deemed to be a Code Letter in accordance with paragraph 3.7 of this Code;</li></ul>
<b>Code Objectives</b>	has the meaning ascribed to it in paragraph 1.1 of this Code;
<b>Indicator</b>	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;
<b>Intended Operator</b>	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;
<b>Intermediary</b>	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;
<b>Letter</b>	has the meaning ascribed to it in the Act but excludes parcels;
<b>Licence</b>	means a licence (as amended or replaced from time to time) granted under section 11 of the Act;
<b>Licensee</b>	means a Postal Operator that holds a Licence;
<b>Miscollected Code Letters</b>	means Code Letters which have been collected in error by a Licensee which is not the Intended Operator;

<b>Misdirected Code Letters</b>	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.

### **ANNEX 3**

#### **List of terms and expressions defined in the Act and used in the Licence**

### List of terms and expressions defined in the Act and used in the Licence

This Annex is not part of the Licence and is included only for convenience.

Reference should be made to the Act for the authoritative definition of the terms included in this Annex.

Term or Expression	Defining Section of Act	Definition
Condition of a licence	13(5)	references to a condition of a licence are to a provision of a licence which is expressed as a condition;
Employee	125(1)	in relation to a body corporate, includes any officer or director of the body corporate and any other person taking part in its management, and “employer” and other related expressions shall be construed accordingly;
Final order	22(5)	means an order under section 22;
Letter	125(1) and (2)	<p>“letter” means any communication in written form on any kind of physical medium to be conveyed and delivered otherwise than electronically to the person or address indicated by the sender on the item itself or on its wrapping (excluding any book, catalogue, newspaper or periodical); and includes a postal packet containing any such communication;</p> <p>For the purposes of this definition of “letter” the reference to a communication to be conveyed and delivered otherwise than electronically shall be construed as a reference to a communication to be conveyed and delivered otherwise than –</p> <p>(a) by means of a telecommunication system (within the meaning of the Telecommunications Act 1984), or</p> <p>(b) by other means but while in electronic form;</p>
Notice	125(1)	means notice in writing;
Postal operator	125(1)	means a person who provides the service of conveying postal packets from one place to another by post or any of the incidental services of receiving, collecting, sorting and delivering such packets;
Postal packet	125(1)	means a letter, parcel, packet or other article transmissible by post;
Postal services	125(1)	means the service of conveying postal packets from one place to another by post, the incidental services of receiving, collecting, sorting and delivering such packets and any other service which relates to any of those services and is provided in conjunction with any of them;

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Provisional order	23(8)	means an order under section 23;
Sender	125(1)	in relation to any letter or other communication, means the person whose communication it is;
Subordinate legislation	125(1)	has the same meaning as in the Interpretation Act 1978 and also includes an instrument made under an Act of the Scottish Parliament and an instrument made under Northern Ireland legislation (within the meaning of section 98(1) of the Northern Ireland Act 1998);
The Commission	1(1)	a body corporate to be known as the Postal Services Commission;
The Postal Services Directive	125(1)	means the Directive of the European Parliament and the Council of the European Union of 15th December 1997 (No. 97/67/EC) on common rules for the development of the internal market of Community postal services and the implementation of quality of service;
Universal service provider	4(3) and (4)	<p>(3) References to a universal service provider shall be construed as references to any person –</p> <p>(a) whose identity is notified by the Secretary of State to the European Commission in accordance with Article 4 of the Postal Services Directive as that of a person providing a universal postal service or a part of such a service in the United Kingdom, and</p> <p>(b) on whom the Secretary of State has served a notice informing him of that fact and the fact that he will be treated as a universal service provider for the purposes of this Act.</p> <p>(4) If no-one falls within subsection (3) because there is no Community obligation to notify the European Commission of the identity of a person providing a universal postal service or a part of such a service in the United Kingdom, references in this Act to a universal service provider shall be construed as references to any person who is treated by the Secretary of State as a universal service provider for the purposes of this Act and on whom the Secretary of State has served a notice informing him of that fact.</p>
Users	125(1)	in relation to postal services, includes users as addressees and potential users;
Vehicle	125(1)	includes a railway vehicle;