Schedule 2 to Annex 9 – Table of proposed amendments to the USPA

Heading	USPA ACCESS CONDITION D+2 ACCESS and D+5 ACCESS	USPA ACCESS CONDITION D+2 ACCESS, D+3 ACCESS and D+5 ACCESS
USPA 1.1	This USP access condition (" <u>USPA Condition</u> ") shall apply to <u>Royal Mail</u> as the <u>universal service provider</u> designated by <u>OFCOM</u> .	This <u>USPA Condition</u> shall apply to <u>Royal Mail</u> as the <u>universal</u> <u>service provider</u> designated by <u>OFCOM</u> .
USPA 1.2	This <u>USPA Condition</u> shall apply to <u>access</u> to the <u>universal service provider</u> 's <u>postal network</u> at the <u>Inward Mail Centre</u> (" IMC ") for the purposes of providing both— (a) <u>D+2 and later than D+2 Letters and Large Letters services</u> (" D+2 Access "); and (b) D+5 and later than D+5 Letters services (" D+5 Access ").	This <u>USPA Condition</u> shall apply to <u>access</u> to the <u>universal service provider</u> 's <u>postal network</u> at the <u>Inward Mail Centre</u> for the purposes of providing — (a) <u>D+2 Access;</u> (b) <u>D+3 Access;</u> and (c) <u>D+5 Access.</u>
USPA 1.3(ba)	"Access Operator" means either a <u>D+2 Access Operator</u> or a <u>D+5 Access Operator</u> , or both (as may be the case);	"Access Operator" means a <u>D+2 Access Operator</u> , a <u>D+3 Access Operator</u> or a <u>D+5 Access Operator</u> , or any combination of those (as may be the case);
Insert new USPA 1.3(ea)	N/A	"D+3 Access Operator" means a <u>postal operator</u> or a user of <u>postal services</u> which has or seeks <u>D+3 Access</u> to the <u>universal service provider</u> 's <u>postal network</u> ;

Current USPA 1.3(ea) to be renumbered USPA 1.3(eb)	(ea) "D+5 Access Operator" means	(eb) "D+5 Access Operator" means
USPA 1.3(f)	"D+2 Access" means <u>access</u> to the <u>universal service</u> <u>provider</u> 's <u>postal network</u> at the <u>IMC</u> for the purposes of providing <u>D+2</u> and later than D+2 Letters and Large Letters <u>services</u> ;	"D+2 Access" means access to the universal service provider's postal network at the IMC for the purposes of a D+2 Access Operator providing retail services that aim to deliver Letters and Large Letters two working days (or later) after collection from the sender, for delivery by the universal service provider the next working day after the Letters and Large Letters were handed over by the D+2 Access Operator at the IMC;
Insert new USPA 1.3(fa)	N/A	"D+3 Access" means access to the universal service provider's postal network at the IMC for the purposes of a D+3 Access Operator providing retail services that aim to deliver Letters and Large Letters three weekdays (or later) after collection from the sender, for delivery by the universal service provider no later than the second weekday after the Letters and Large Letters were handed over by the D+3 Access Operator at the IMC. If the Letters and Large Letters were handed over shall be deemed to have occurred on the next weekday;

Proposed new text

Current USPA 1.3(fa) to be renumbered USPA 1.3(fb)	(fa) "D+5 Access" means access to the universal service provider's postal network at the IMC for the purposes of providing D+5 and later than D+5 Letters services for delivery by the universal service provider on a working day that is later than the next working day after the Letters were handed over by the D+5 Access Operator at the IMC, but which day is no later than the fourth working day after such a handover;	(fb) "D+5 Access" means access to the universal service provider's postal network at the IMC for the purposes of a D+5 Access Operator providing retail services that aim to deliver Letters within five weekdays (or later) after collection from the sender, for delivery by the universal service provider no later than the fourth weekday after the Letters were handed over by the D+5 Access Operator at the IMC. If the Letters were handed over on a Saturday, then handover shall be deemed to have occurred on the next weekday;
Insert new USPA 1.3(ga)	N/A	"D+3 Access Contract" means a contract entered into by the universal service provider and another postal operator or a user of postal services for the provision by the universal service provider of D+3 Access;
Current USPA 1.3(ga) to be renumbered USPA 1.3(gb)	(ga) "D+5 Access Contract" means	(gb) "D+5 Access Contract" means
USPA 1.3(h)	"D+2 and later than D+2 Letters and Large Letters services" means retail services that aim to deliver Letters and Large Letters two working days (or later) after collection from the sender, also known as a day C service, or later;	(Intentionally left blank)
Delete USPA 1.3(ha) in its entirety	"D+5 and later than D+5 Letters services" means retail services that aim to deliver Letters within five working days (or later) after collection from the sender;	N/A

Condition	Current text	Proposed new text

USPA 1.3(p)	"Regulatory Accounting Guidelines" means the Schedule to the Direction given by <u>OFCOM</u> on 18 December 2017 under the USP Accounting Condition set by <u>OFCOM</u> on 18 December 2017;	"Regulatory Accounting Guidelines" means the Schedule to the Direction given by OFCOM under the USP Accounting Condition set by OFCOM (as amended from time to time);
USPA 1.3(s)	"Relevant Access Service" means <u>access</u> services which have attributes which are all or substantially all equivalent to the inward processing and delivery attributes of the <u>Relevant Retail Services</u> ;	"Relevant Access Service" means <u>D+2 Access</u> , <u>D+3 Access</u> , or <u>D+5 Access</u> , or any combination of those (as may be the case);
USPA 1.3(bb)	"Standard Terms and Conditions" means such terms and conditions that are common to— (i) all <u>D+2 Access Contracts</u> or, where <u>D+2 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+2 Access Contracts</u> ; and (ii) all <u>D+5 Access Contracts</u> or, where <u>D+5 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+5 Access Contracts</u> ;	 "Standard Terms and Conditions" means such terms and conditions that are common to— all D+2 Access Contracts or, where D+2 Access Contracts are individually negotiated, such standard terms and conditions that are appended to such D+2 Access Contracts; all D+3 Access Contracts or, where D+3 Access Contracts are individually negotiated, such standard terms and conditions that are appended to such D+3 Access Contracts; and all D+5 Access Contracts or, where D+5 Access Contracts are individually negotiated, such standard terms and conditions that are appended to such D+5 Access Contracts;
Insert new USPA 1.3(gg)	N/A	"weekday" means any day which is not a Saturday, Sunday or a public holiday; and

Current USPA 1.3(gg) to be renumbered USPA 1.3(hh)	N/A	"working day" means any day which is not a Sunday or a public holiday.
Heading 2	2. Requirement to provide D+2 Access and D+5 Access on reasonable request	2. Requirement to provide D+2 Access, D+3 Access, and D+5 Access on reasonable request
Insert new USPA 2.1A	N/A	Where a <u>D+3 Access Operator</u> reasonably requests in writing <u>D+3 Access</u> , the <u>universal service provider</u> shall provide that <u>D+3 Access</u> . The <u>universal service provider</u> shall also provide such <u>D+3 Access</u> as <u>OFCOM</u> may from time to time direct.
Current USPA 2.1A to be renumbered USPA 2.1B	USPA 2.1A	USPA 2.1B
	The provision of—	The provision of—
	(a) <u>D+2 Access</u> in accordance with USPA 2.1 above shall occur as soon as it is reasonably practicable; and	(a) <u>D+2 Access</u> in accordance with USPA 2.1 above shall occur as soon as it is reasonably practicable;
USPA 2.2	(b) <u>D+5 Access</u> in accordance with USPA 2.1A above shall occur as soon as it is reasonably practicable.	(b) <u>D+3 Access</u> in accordance with USPA 2.1A above shall occur as soon as it is reasonably practicable; and
		(c) <u>D+5 Access</u> in accordance with USPA 2.1B above shall occur as soon as it is reasonably practicable.

Insert new USPA 3.1A	N/A	The provision of <u>D+3 Access</u> in accordance with USPA 2.1A above and pursuant to any existing <u>D+3 Access Contract</u> shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as <u>OFCOM</u> may from time to time direct.
Current USPA 3.1A to be renumbered USPA 3.1B	USPA 3.1A The provision of <u>D+5 Access</u> in accordance with USPA 2.1A above and pursuant to any existing <u>D+5 Access Contract</u> shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as <u>OFCOM</u> may from time to time direct.	USPA 3.1B The provision of <u>D+5 Access</u> in accordance with USPA 2.1B above and pursuant to any existing <u>D+5 Access Contract</u> shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as <u>OFCOM</u> may from time to time direct.
Heading 4	4. Requests for D+2 Access or variations to existing D+2 Access Contracts, and for D+5 Access or variations to existing D+5 Access Contracts	4. Requests for D+2 Access, D+3 Access, or D+5 Access or variations to existing D+2 Access Contracts, D+3 Access Contracts or D+5 Access Contracts
	The <u>universal service provider</u> shall, for the purposes of transparency, publish a reasonable statement of the processes (the " Statement of Process ") that will apply to requests by <u>Access Operators</u> for—	The <u>universal service provider</u> shall, for the purposes of transparency, publish a reasonable statement of the processes (the " Statement of Process ") that will apply to requests by <u>Access Operators</u> for—
USPA 4.1	(a) <u>D+2 Access</u> and variations to existing <u>D+2 Access</u> <u>Contracts</u> made to it; and	(a) <u>D+2 Access</u> and variations to existing <u>D+2 Access</u> <u>Contracts</u> made to it; and
	(b) <u>D+5 Access</u> and variations to existing <u>D+5 Access</u> <u>Contracts</u> made to it.	(ab) <u>D+3 Access</u> and variations to existing <u>D+3 Access</u> <u>Contracts</u> made to it; and
		(b) <u>D+5 Access</u> and variations to existing <u>D+5 Access</u> <u>Contracts</u> made to it.

Condition	Current text	Proposed new text
	The <u>universal service provider</u> shall ensure that the <u>Statement of Process</u> includes—	The <u>universal service provider</u> shall ensure that the <u>Statement of Process</u> includes—
	(a) the form in which a request referred to in USPA 4.1 should be made by an <u>Access Operator</u> ;	(a) the form in which a request referred to in USPA 4.1 should be made by an <u>Access Operator</u> ;
	(b) the information that the <u>universal service provider</u> reasonably requires from a <u>D+2 Access Operator</u> in order to consider a request for new <u>D+2 Access</u> or a variation to existing <u>D+2 Access</u> ;	(b) the information that the <u>universal service provider</u> reasonably requires from a <u>D+2 Access Operator</u> in order to consider a request for new <u>D+2 Access</u> or a variation to existing <u>D+2 Access</u> ;
USPA 4.1A	(c) the information that the <u>universal service provider</u> reasonably requires from a <u>D+5 Access Operator</u> in order to consider a request for new <u>D+5 Access</u> or a variation to existing <u>D+5 Access</u> ; and	(ba) the information that the <u>universal service provider</u> reasonably requires from a <u>D+3 Access Operator</u> in order to consider a request for new <u>D+3 Access</u> or a variation to existing <u>D+3 Access</u> ; and
	(d) the reasonable time-scales in which such requests will be handled by the <u>universal service provider</u> .	(c) the information that the <u>universal service provider</u> reasonably requires from a <u>D+5 Access Operator</u> in order to consider a request for new <u>D+5 Access</u> or a variation to existing <u>D+5 Access</u> ; and
		(d) the reasonable time-scales in which such requests will be handled by the <u>universal service provider</u> .

Condition	Current text	Proposed new text

The universal service provider shall publish the Statement of Process described at USPA 4.1A above in relation to new D+5 Access (and variations to existing D+5 Access) within three months of the date that USPA 4.1A enters into force. The universal service provider shall keep the Statement of Process for the purposes of both USPA 4.1(a) and (b) under review and consult with OFCOM and Access Operators before making any amendments to the Statement of Process. The provisions set out in the Statement of Process **USPA 4.2** (as amended from time to time) will apply to all requests by Access Operators for D+2 Access or variations to existing D+2 Access Contracts, as well as D+5 Access or variations to existing D+5 Access Contracts, subject to any direction by OFCOM as to the terms of those provisions or the manner in which they are to apply.

The universal service provider shall publish the Statement of Process described at USPA 4.1 above in relation to new D+3 Access (and variations to existing D+3 Access) within three months of the date that USPA 4.1(ab) and USPA 4.1A(ba) enter into force. The universal service provider shall keep the Statement of Process for the purposes of USPA 4.1(a), (ab) and (b) under review and consult with OFCOM and Access Operators before making any amendments to the Statement of Process. The provisions set out in the Statement of Process (as amended from time to time) will apply to all requests by Access Operators for <u>D+2 Access</u> or variations to existing D+2 Access Contracts, D+3 Access or variations to existing D+3 Access Contracts, and D+5 Access or variations to existing D+5 Access Contracts, subject to any direction by OFCOM as to the terms of those provisions or the manner in which they are to apply.

Condition	Current text	Proposed new text
	The <u>universal service provider</u> shall, upon reasonable request from an <u>Access Operator</u> considering making a request for either—	The <u>universal service provider</u> shall, upon reasonable request from an <u>Access Operator</u> considering making a request for either—
	(a) D+2 Access or a variation to an existing D+2 Access Contract; or	(a) <u>D+2 Access</u> or a variation to an existing <u>D+2 Access</u> <u>Contract</u> ; or
USPA 4.3	(b) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access</u> <u>Contract</u> ,	(b) <u>D+3 Access</u> or a variation to an existing <u>D+3 Access</u> <u>Contract</u> ; or
	provide that <u>Access Operator</u> with such information as is reasonably necessary to enable that <u>Access Operator</u> to	(c) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access</u> <u>Contract</u> ,
	make such a request. The universal service provider shall provide to the <u>Access Operator</u> in question such information within a reasonable period.	provide that <u>Access Operator</u> with such information as is reasonably necessary to enable that <u>Access Operator</u> to make such a request. The <u>universal service provider</u> shall provide to the <u>Access Operator</u> in question such information within a reasonable period.

Condition	Current text	Proposed new text
USPA 4.4	On receipt of a written request for either— (a) <u>D+2 Access</u> or a variation to an existing <u>D+2 Access</u> <u>Contract</u> ; or (b) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access</u> <u>Contract</u> ; the <u>universal service provider</u> shall deal with the request in accordance with the <u>Statement of Process</u> described at USPA 4.1 above. An <u>Access Operator</u> 's modification of such a request which has previously been submitted to the <u>universal service provider</u> , and rejected by the <u>universal service provider</u> , shall be considered as a new request.	On receipt of a written request for either— (a) D+2 Access or a variation to an existing D+2 Access Contract; (b) D+3 Access or a variation to an existing D+3 Access Contract; or (c) D+5 Access or a variation to an existing D+5 Access Contract, the universal service provider shall deal with the request in accordance with the Statement of Process described at USPA 4.1 above. An Access Operator's modification of such a request which has previously been submitted to the universal service provider, and rejected by the universal service provider, shall be considered as a new request.
USPA 5.1	The <u>universal service provider</u> shall not unduly discriminate against particular persons or against a particular description of persons in relation to matters connected with <u>D+2 Access</u> or <u>D+5 Access</u> .	The <u>universal service provider</u> shall not unduly discriminate against particular persons or against a particular description of persons in relation to matters connected with <u>D+2</u> <u>Access</u> , <u>D+3 Access</u> or <u>D+5 Access</u> .

	In this USPA Condition, "Relevant Retail Services" means all of the following retail services provided by Royal Mail—	In this <u>USPA Condition</u> , " <u>Relevant Retail Services</u> " means all of the following retail services (including Mailmark and
	(a) for the purposes of <u>D+2 and later than D+2 Letters and Large Letters services</u> —	Manual services, unless specified otherwise) provided by Royal Mail—
	(1) Mailmark Letters / Business Mail Large Letters;	(a) in relation to <u>D+2 Access</u> —
	(2) Mailmark Advertising Letters / Large Letters;	(1) Business Mail High Sort 1st Letter / Large Letters;
	(3) Mailmark Advertising Sustainable Entry Letters / Large	(2) Business Mail Low Sort 1st Letter / Large Letters;
	Letters;	(3) Advertising Mail High Sort 1st Letters / Large Letters;
	(4) Mailmark Advertising Sustainable Intermediate Letters /	(4) Advertising Mail Low Sort 1st Letter / Large Letters;
	Large Letters;	(5) Royal Mail 24 Large Letters;
	(5) Mailmark Partially Addressed Letters / Large Letters;	(6) Poll Card Letters; and
	(6) OCR Letters / Business Mail Large Letters;	(b) in relation to <u>D+3 Access</u> —
USPA 6.8	(7) OCR Advertising Letters / Large Letters;	(1) Business Mail High Sort 2 nd Letter / Large Letters;
	(8) OCR Advertising Sustainable Entry Letters / Large Letters;	(2) Business Mail Low Sort 2 nd Letter / Large Lette
	(9) OCR Advertising Sustainable Intermediate Letters / Large Letters;	(3) Advertising Mail High Sort 2 nd Letters / Large Letters;
	(10) 70 Letters / Business Mail Large Letters;	
	(11) 70 Advertising Letters / Large Letters;	(4) Advertising Mail Low Sort 2nd Letter / Large Letters;
	(12) 70 Advertising Responsible Entry Letters / 70 Advertising Sustainable Entry Large Letters;	(5) Royal Mail 48 Large Letters;
		(6) Poll Card Letters; and
	(13) 70 Advertising Responsible Intermediate Letters / 70 Advertising Sustainable Intermediate Large Letters;	(c) in relation to <u>D+5 Access</u> (including only Mailmark services)—
	(14) 1400 Letters / Business Mail Large Letters;	(1) Business Mail High Sort Economy Letters;
	(15) 1400 Advertising Letters / Large Letters;	(2) Business Mail Low Sort Economy Letters;

Condition	Current text	Proposed new text
	(16) 1400 Advertising Sustainable Entry Letters / Large Letters;	(3) Advertising Mail High Sort Economy Letters; (4) Advertising Mail Low Sort Economy Letters; and
	(17) 1400 Advertising Sustainable Intermediate Letters / Large Letters;	(d) any current, new or successor retail services that are substantially similar services to those under sub-
	(18) 1400 Partially Addressed Postcards;	paragraphs (a) and (b) above, offered by Royal Mail.
	(19) Poll Card Letters;	
	(20) RM 48 Sort Plus Large Letters; and	
	(b) for the purposes of <u>D+5 and later than D+5 Letters</u> <u>services</u> —	
	(1) Business Mail Low Sort Mailmark Economy Letters;	
	(2) Sustainable Advertising Mail Low Sort Intermediate Mailmark Economy Letters;	
	(3) Sustainable Advertising Mail Low Sort Entry Mailmark Economy Letters;	
	(4) Advertising Mail Low Sort Mailmark Economy Letters;	
	(5) Advertising Mail Partially Addressed Low Sort Mailmark Economy Letters; and	
	(c) any current, new or successor retail services that are substantially similar services to those under sub-paragraphs (a) and (b) above, offered by Royal Mail.	

following publication and notification requirements for any amendments to its charges for the provision of <u>D+2 Access</u> (a) The <u>universal service provider</u> shall send to every person with which it has entered into a <u>D+2 Access Contract</u> or a <u>D+5 Access Contract</u> a written notice of any amendment to the charges under the <u>D+2 Access Contract</u> or <u>the D+5</u> Access Contract. The universal service provider shall provide a minimum of ten weeks' notice of any amendments to such charges or any other shorter period of notice agreed between the <u>universal service provider</u> and Access Operators in respect of the particular amendment to the charges which is due to take effect; [As we are not proposing any changes to the rest of the text in this condition, it has been omitted for brevity] [As we are	iversal service provider shall be subject to the ng publication and notification requirements for any ments to its charges for the provision of D+2 Access, cess, and D+5 Access— universal service provider shall send to every with which it has entered into a D+2 Access ct, a D+3 Access Contract or a D+5 Access Contract or notice of any amendment to the charges under 2 Access Contract, the D+3 Access Contract or the cess Contract. The universal service provider shall a minimum of ten weeks' notice of any ments to such charges or any other shorter period ce agreed between the universal service provider cess Operators in respect of the particular ment to the charges which is due to take effect; are not proposing any changes to the rest of the text andition, it has been omitted for brevity]

Condition	Current text	Proposed new text
USPA 7.4	The <u>universal service provider</u> shall be subject to the following publication and notification requirements for any amendments to the <u>Standard Terms and Conditions</u> other than amendments to charges— (b) Where amendments to the <u>Standard Terms and Conditions</u> do not require the prior consent of the <u>Access Operators</u> , the <u>universal service provider</u> shall— (i) provide every <u>Access Operator</u> with which it has entered into a <u>D+2 Access Contract</u> or a <u>D+5 Access Contract</u> a written notice of the amendment to the <u>Standard Terms and Conditions</u> (an "Access Terms and Conditions Change Notice"); [As we are not proposing any changes to the rest of the text in this condition, it has been omitted for brevity]	The <u>universal service provider</u> shall be subject to the following publication and notification requirements for any amendments to the <u>Standard Terms and Conditions</u> other than amendments to charges— (b) Where amendments to the <u>Standard Terms and Conditions</u> do not require the prior consent of the <u>Access Operators</u> , the <u>universal service provider</u> shall— (i) provide every <u>Access Operator</u> with which it has entered into a <u>D+2 Access Contract</u> , a <u>D+3 Access Contract</u> , or a <u>D+5 Access Contract</u> a written notice of the amendment to the <u>Standard Terms and Conditions</u> (an "Access Terms and Conditions Change Notice"); [As we are not proposing any changes to the rest of the text in this condition, it has been omitted for brevity]
USPA 8.1	The <u>universal service provider</u> shall publish all such information as is reasonably necessary for the purposes of securing transparency as to the quality of service in relation to <u>D+2 Access</u> and <u>D+5 Access</u> provided by <u>the universal service provider</u> in an appropriate manner and form, or as <u>OFCOM</u> may otherwise direct.	The <u>universal service provider</u> shall publish all such information as is reasonably necessary for the purposes of securing transparency as to the quality of service in relation to <u>D+2 Access</u> , <u>D+3 Access</u> , and <u>D+5 Access</u> provided by the <u>universal service provider</u> in an appropriate manner and form, or as <u>OFCOM</u> may otherwise direct.

	N/A	The obligation in USPA 8.1 includes without limitation a requirement on the <u>universal service provider</u> to publish on <u>Royal Mail</u> 's website information in relation to its estimated provision of <u>D+3 Access</u> to <u>D+3 Access Operators</u> .
		That information must show, in particular, the total volume of <u>Letters</u> and <u>Large Letters</u> estimated through survey (or other equivalent means) to have been delivered by the <u>universal service provider</u> through its provision of <u>D+3 Access</u> for each quarter and for each year as a whole, respectively, broken down and expressed as a percentage of that volume as follows –
		(a) <u>Letters</u> and <u>Large Letters</u> estimated to have been delivered on the <u>weekday</u> after 'X'; and
Insert new USPA 8.1ZA		(b) <u>Letters</u> and <u>Large Letters</u> estimated to have been delivered on the second <u>weekday</u> after 'X',
		where "X" means the <u>weekday</u> on which a <u>D+3 Access</u> <u>Operator</u> handed over the <u>Letters</u> and <u>Large Letters</u> to the <u>universal service provider</u> at the <u>IMC</u> (save where the <u>Letters</u> and <u>Large Letters</u> were handed over on a Saturday, in which case "X" shall mean the next <u>weekday</u> after the <u>Letters</u> and <u>Large Letters</u> were handed over by the <u>D+3 Access Operator</u> at the <u>IMC</u>).
		References to a "quarter" are references to each period of three consecutive months comprised in any period of twelve consecutive months, the first quarterly period of which begins on [first day of the second full financial year quarter after these modifications come into force], and references to a "year" are references to any period of twelve consecutive months, the first annual period of which begins on [first day

Condition	Current text	Proposed new text
		of the first full financial year after these modifications come into force].

The obligation in USPA 8.1 includes without limitation a requirement on the <u>universal service provider</u> to publish on <u>Royal Mail</u>'s website information in relation to its estimated provision of <u>D+5 Access</u> to <u>D+5 Access Operators</u>.

That information must show, in particular, the total volume of <u>Letters</u> estimated through survey (or other equivalent means) to have been delivered by the <u>universal service</u> <u>provider</u> through its provision of <u>D+5 Access</u> for each quarter and for each year as a whole, respectively, broken down and expressed as a percentage of that volume as follows—

- (a) <u>Letters</u> estimated to have been delivered on the next working day after 'X';
- (b) <u>Letters</u> estimated to have been delivered on the second working day after 'X';
- (c) <u>Letters</u> estimated to have been delivered on the third working day after 'X'; and
- (d) <u>Letters</u> estimated to have been delivered on the fourth <u>working day</u> after 'X',

where "X" means the <u>working day</u> on which a <u>D+5 Access</u> <u>Operator</u> handed over the <u>Letters</u> to the <u>universal service</u> <u>provider</u> at the <u>IMC</u>.

References to a "quarter" are references to each period of three consecutive months comprised in any period of twelve consecutive months, the first quarterly period of which begins on 28 June 2021, and references to a "year" are references to any period of twelve consecutive months, the first annual period of which begins on 28 March 2022.

The obligation in USPA 8.1 includes without limitation a requirement on the <u>universal service provider</u> to publish on <u>Royal Mail</u>'s website information in relation to its estimated provision of D+5 Access to D+5 Access Operators.

That information must show, in particular, the total volume of <u>Letters</u> estimated through survey (or other equivalent means) to have been delivered by the <u>universal service</u> <u>provider</u> through its provision of <u>D+5 Access</u> for each quarter and for each year as a whole, respectively, broken down and expressed as a percentage of that volume as follows—

- (a) <u>Letters</u> estimated to have been delivered on the next <u>weekday</u> after 'X';
- (b) <u>Letters</u> estimated to have been delivered on the second weekday after 'X';
- (c) <u>Letters</u> estimated to have been delivered on the third <u>weekday</u> after 'X'; and
- (d) <u>Letters</u> estimated to have been delivered on the fourth <u>weekday</u> after 'X',

where "X" means the <u>weekday</u> on which a <u>D+5 Access</u> <u>Operator</u> handed over the <u>Letters</u> to the <u>universal service</u> <u>provider</u> at the <u>IMC</u> (save where the <u>Letters</u> were handed over on a Saturday, in which case "X" shall mean the next weekday after the Letters were handed over by the <u>D+5</u> Access Operator at the IMC).

References to a "quarter" are references to each period of three consecutive months comprised in any period of twelve consecutive months, the first quarterly period of which begins on 28 June 2021, and references to a "year" are

USPA 8.1A

Condition	Current text	Proposed new text
		references to any period of twelve consecutive months, the first annual period of which begins on 28 March 2022.
	The <u>universal service provider</u> shall publish the information specified in USPA 8.1A—	The <u>universal service provider</u> shall publish the information specified in USPA 8.1AZA and USPA 8.1A—
USPA 8.1B	(a) in relation to each quarter, within 60 working days after the end of the quarter for which the information relates and has been prepared;	(a) in relation to each quarter, within 60 working days after the end of the quarter for which the information relates and has been prepared;
	(b) in relation to each year as a whole, within 60 working days after the end of the year for which the information relates and has been prepared.	(b) in relation to each year as a whole, within 60 working days after the end of the year for which the information relates and has been prepared.