

## Schedule

# CP2

### CONSUMER PROTECTION CONDITION 2: POSTAL COMMON OPERATIONAL PROCEDURES

#### 1. Application, Definitions and Interpretation

CP 2.1.1	This consumer protection condition (“ <b>CP Condition</b> ”) shall apply to <u>relevant postal operators</u> .
CP 2.1.2	<p>In this CP Condition—</p> <p>(a) “<b>access operator</b>” means a postal operator that is party to a USP Access Agreement with the universal service provider;</p> <p>(b) “<b>Act</b>” means the Postal Services Act 2011 (c.5);</p> <p>(c) “<b>appointed day</b>” means 1 October 2011;</p> <p>(d) “<b>closed user group network</b>” means a system, other than a <u>document exchange</u>, providing for the conveyance of <u>postal packets</u> (and the incidental services of receiving, collecting, sorting and delivering <u>postal packets</u>) between:</p> <ul style="list-style-type: none"><li>i. the premises of one firm and another firm;</li><li>ii. a government department and a third party firm;</li><li>iii. branches and/or units in the same firm; or</li><li>iv. government departments,</li></ul> <p>where both the sender and the recipient of the postal packets have entered into specific arrangements with the <u>postal operator</u> for the conveyance of <u>postal packets</u> to or from other members of that system;</p> <p>(e) “<b>code identifier</b>” means such mark, number or other identifier unique to each <u>relevant postal operator</u> as may be allocated and notified to each <u>relevant postal operator</u> from time to time prior to the <u>appointed day</u> by the Postal Services Commission or, from the <u>appointed day</u>, by <u>OFCOM</u>;</p> <p>(f) “<b>Code Objectives</b>” means the objectives set out in CP 2.3.1;</p> <p>(g) “<b>complainant</b>” means a person who has made a <u>complaint</u>;</p> <p>(h) “<b>complaint</b>” means any expression of dissatisfaction made to a <u>postal operator</u>, related to one or more of its products or services or the manner in which the <u>postal operator</u> has dealt with any such expression of dissatisfaction, where a response is explicitly or implicitly required or expected to be provided;</p> <p>(i) “<b>document exchange</b>” means a system providing for the conveyance of <u>postal packets</u> by reference to numbered boxes at document exchange points between <u>users</u> subscribing to the specific document exchange mail network and which uses addresses which are unique to the specific document</p>

	<p>exchange mail network;</p> <p>(j) <b>“express and secured service”</b> means a service involving the conveyance of <u>postal packets</u> and any incidental services of collecting, sorting and delivering those <u>postal packets</u> which has at least one of the following features:</p> <ol style="list-style-type: none"> <li>i. a guarantee for delivery by a certain time or date;</li> <li>ii. a facility enabling the sender and the recipient to monitor the progress of a <u>postal packet</u> through the <u>postal operator’s</u> network, including confirmation of delivery;</li> </ol> <p>(k) <b>“intended operator”</b> means the <u>relevant postal operator</u> which, in accordance with arrangements agreed between that <u>relevant postal operator</u> and its customer, is responsible for the conveyance and delivery of the <u>relevant letters</u>;</p> <p>(l) <b>“intermediary postal operator”</b> means an <u>access operator</u> or any other <u>postal operator</u> that hands over <u>postal packets</u> to another <u>postal operator</u> (including but not limited to the <u>universal service provider</u>) for subsequent conveyance and delivery to the intended recipients of the <u>postal packets</u>;</p> <p>(m) <b>“miscollected letters”</b> means <u>relevant letters</u> which have been collected in error by a <u>relevant postal operator</u> which is not the <u>intended operator</u>;</p> <p>(n) <b>“misdirected letters”</b> means <u>relevant letters</u>, other than <u>miscollected letters</u> (but, for the avoidance of doubt, including <u>misposted letters</u>), which have entered the <u>postal facilities</u> of a <u>relevant postal operator</u> which is not the <u>intended operator</u> in respect of those <u>relevant letters</u>;</p> <p>(o) <b>“misposted letters”</b> means <u>relevant letters</u> which due to customer error have entered the <u>postal facilities</u> of a <u>relevant postal operator</u> which is not the <u>intended operator</u> in respect of those <u>relevant letters</u> and which have not been delivered to the relevant addressee;</p> <p>(p) <b>“Postal Common Operational Procedures Agreement”</b> or <b>“the Agreement”</b> means the agreement known as the ‘Postal Common Operational Procedures Agreement’ which sets out the terms and conditions on which <u>relevant postal operators</u> are to treat <u>misdirected letters</u> and <u>miscollected letters</u> insofar as <u>relevant postal operators</u> do not have alternative arrangements in place in accordance with CP 2.2.2, as modified by direction given by Ofcom on 1 June 2016, and as may be amended from time to time;</p> <p>(q) <b>“Postal Common Operational Procedures Code”</b> or <b>“the Code”</b> means the Code of Practice in section 3 of this Condition;</p> <p>(r) <b>“postal facilities”</b> means the physical and human resources deployed by a <u>relevant postal operator</u> (and, where relevant, by its contractors and agents) for the purpose of providing <u>postal services</u>;</p> <p>(s) <b>“public holiday”</b> means Christmas Day, Good Friday and a day which is a bank holiday under the Banking and Financial</p>
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	<p>Dealings Act 1971 in any part of the United Kingdom;</p> <p>(t) <b>“receiving operator”</b> means the <u>relevant postal operator</u> whose <u>postal facilities</u> the <u>relevant letters</u> (in respect of which it is not the <u>intended operator</u>) have entered;</p> <p>(u) <b>“relevant letter”</b> means a <u>postal packet</u> that is up to no more than 353mm in length, up to no more than 250mm in width, up to no more than 25mm thick and which weighs up to no more than 750g;</p> <p>(v) <b>“relevant postal operator”</b> means a <u>postal operator</u> that provides a <u>relevant postal service</u>;</p> <p>(w) <b>“relevant postal service”</b> means a service of conveying <u>relevant letters</u> from one place to another by post and the incidental services of receiving, collecting, sorting and delivering <u>relevant letters</u>, excluding:</p> <ul style="list-style-type: none"> <li>i. services for which the <u>postal operator</u> has not received any payment, reward, profit or advantage with respect to the conveyance of the <u>relevant letters</u>;</li> <li>ii. services provided by a charity which comprise solely the collection, conveyance and delivery of Christmas cards;</li> <li>iii. <u>express and secured services</u>;</li> <li>iv. services consisting of the conveyance of <u>relevant letters</u> within a <u>closed user group network</u>;</li> <li>v. services provided while acting in the capacity of an <u>intermediary postal operator</u>; and</li> <li>vi. services consisting of conveying <u>relevant letters</u>, which have been sent from a location outside of the United Kingdom and which are addressed for delivery to a location outside of the United Kingdom, out of the United Kingdom.</li> </ul> <p>(x) <b>“sender”</b> in relation to any letter or other communication, means the person whose communication it is;</p> <p>(y) <b>“USP Access Agreement”</b> means an agreement under which the <u>universal service provider</u> provides access to its <u>postal network</u> in accordance with requirements set out in a condition imposed under section 38 of the Act.</p> <p>(z) <b>“working day”</b> means any day which is not a Saturday, a Sunday or a <u>public holiday</u>.</p>
<p><b>CP 2.1.3</b></p>	<p>For the purpose of interpreting this CP Condition—</p> <p>(a) except in so far as the context otherwise requires, any word or expression shall have the meaning set out in CP 2.1.2 above and otherwise the same meaning as it has been ascribed for the purpose of Part 3 of the Act;</p> <p>(b) headings and titles shall be disregarded;</p> <p>(c) expressions cognate with those referred to in this CP Condition shall be construed accordingly; and</p> <p>(d) the Interpretation Act 1978 (c. 30) shall apply as if this CP Condition were an Act of Parliament.</p>

## **2. Obligation to abide by the Postal Common Operational Procedures Code**

<b>CP 2.2.1</b>	Unless <u>OFCOM</u> otherwise consent, each <u>relevant postal operator</u> shall comply with the <u>Postal Common Operational Procedures Code</u> .
<b>CP 2.2.2</b>	Unless <u>OFCOM</u> otherwise consent, a <u>relevant postal operator</u> shall become and remain a party to the <u>Postal Common Operational Procedures Agreement</u> which shall apply insofar as the <u>relevant postal operator</u> has not established alternative arrangements with other <u>relevant postal operators</u> relating to the treatment of <u>misdirected letters</u> and <u>miscollected letters</u> which are consistent with the <u>Code Objectives</u> .
<b>CP 2.2.3</b>	Unless <u>OFCOM</u> otherwise consent, a <u>relevant postal operator</u> shall at all times refrain from acting in a manner which is <u>inconsistent with the Code Objectives</u> or which is likely to prejudice the effective functioning of the <u>Postal Common Operational Procedures Code</u> .
<b>CP 2.2.4</b>	If a <u>relevant postal operator</u> is nominated by <u>OFCOM</u> by a direction given for the purposes of this Condition to the office of Secretary of the <u>Postal Common Operational Procedures Agreement</u> , that <u>relevant postal operator</u> shall perform the functions of that office in an efficient, timely, impartial and professional manner.
<b>CP 2.2.5</b>	The parties to the <u>Postal Common Operational Procedures Agreement</u> may agree to modify the <u>Agreement</u> in accordance with the terms of the <u>Agreement</u> , provided that:  (a) <u>OFCOM</u> is notified of the proposed amendments to the terms of the <u>Agreement</u> in the manner, and containing the information, provided for in the <u>Agreement</u> ; and  (b) <u>OFCOM</u> does not notify the Secretary of the <u>Agreement</u> within 30 working days of receiving the notification of the proposed amendment that it intends to consult on issuing a direction modifying the terms of the <u>Agreement</u> in accordance with CP 2.2.6.
<b>CP 2.2.6</b>	<u>OFCOM</u> may issue a direction requiring such modifications to the terms of the <u>Postal Common Operational Procedures Agreement</u> as <u>OFCOM</u> considers are appropriate and proportionate in order to ensure the <u>Code Objectives</u> are fulfilled.

## **3. The Postal Common Operational Procedures Code**

### **Introduction**

- CP 2.3.1 This is the Code of Practice covering common operational procedures for handling misdirected letters and miscollected letters and misdirected complaints or other enquiries about relevant letters. 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 letters and misdirected 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 relevant letters made to a relevant postal operator which is not the relevant postal operator 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 relevant postal operators.

CP 2.3.2 The Code sets out the requirements and procedures to be followed in order to satisfy the Code Objectives.

CP 2.3.3 This Code applies to all relevant postal operators. Compliance is obligatory for all relevant postal operators in accordance with this condition CP 2.

CP 2.3.4 Relevant postal operators 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. Subject to CP 2.2.2, relevant postal operators 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 postal operators, relevant postal operators will be able to comply with this Code.

CP 2.3.5 This Code shall not be interpreted in any way which is inconsistent with the Code Objectives.

## **Code identifiers**

### *General*

CP 2.3.6 Each relevant postal operator must take all reasonable steps to ensure that its code identifier is clearly and legibly marked in accordance with industry practice on each relevant letter in respect of which it is the intended operator.

### *The universal service provider*

CP 2.3.7 The universal service provider will be taken to have satisfied its obligations under CP 2.3.6(a) if a relevant letter in respect of which the universal service provider is the intended operator bears:

- (a) a postage stamp of the universal service provider; or
- (b) a mark or impression which includes the words "Royal Mail" or other reasonably recognisable text or symbol of the universal service provider.

CP 2.3.8 In relation to all other relevant letters in respect of which the universal service provider is the intended operator which do not meet the requirements of CP 2.3.7, the universal service provider must comply with CP 2.3.6.

### **Treatment of misdirected letters**

CP 2.3.9 Relevant postal operators must take all reasonable steps to ensure that misdirected 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.

CP 2.3.10 Relevant postal operators may:

- (a) charge the relevant intended operator for the reasonable costs properly and reasonably incurred in returning or otherwise handling the relevant misdirected letter in accordance with CP 2.3.9;
- (b) where in accordance with CP 2.3.9 they deliver or return the relevant misdirected 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 letter.

### **Treatment of miscollected letters**

CP 2.3.11 Relevant postal operators must take all reasonable steps to ensure that miscollected letters are returned to the intended operator or its customer, in either case, in an efficient, economic and timely manner.

CP 2.3.12 Relevant postal operators may not charge for returning the relevant miscollected letters in accordance with CP 2.3.11

### **Customer Service Enquiries**

CP 2.3.13 If a relevant postal operator receives a complaint or other enquiry in relation to a relevant letter that should have been made to another relevant postal operator, the relevant postal operator 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 relevant postal operator;
- (b) explain to the complainant that the complainant should contact the other relevant postal operator; and
- (c) provide to the complainant the contact details of that other relevant postal operator.

CP 2.3.14 If a relevant postal operator receives a complaint or other enquiry where the identity of the relevant postal operator to which that complaint or other enquiry should have been made is not discernible from the relevant letter, the relevant

postal operator receiving the complaint or other enquiry is only required to refer the complainant to the sender of the relevant letter.

### **Obligation to keep records**

CP 2.3.15 Relevant postal operators shall keep records of:

- (a) any misdirected letters or miscollected letters which they have handled in accordance with the Code; and
- (b) any charges they have made to the intended operator in respect of returning or otherwise handling misdirected letters,

for a period of three years following the date on which they handled the relevant misdirected letters or miscollected letters.

CP 2.3.16 Relevant postal operators shall provide copies of any records made for the purposes of CP 2.3.20 as soon as reasonably practicable in response to a request by OFCOM for such records.

### **Table of terms defined in the Act**

*This table is provided for information and does not form a part of this condition. We make no representations as to its accuracy or completeness. Please refer to the Act.*

<b>Defined term</b>	<b>Section of the Act</b>
<i>OFCOM</i>	<i>s.90</i>
<i>postal operator</i>	<i>s.27(3)</i>
<i>postal network</i>	<i>s.38(3)</i>
<i>postal packet</i>	<i>s.27(2)</i>
<i>postal services</i>	<i>s.27(1)</i>
<i>universal service provider</i>	<i>s.65(1) and Schedule 9, paragraph 3</i>
<i>user</i>	<i>s.65(1)</i>