

Annex 7

Marked up version

UNOFFICIAL MARKED UP VERSION OF CONSUMER PROTECTION CONDITION 4 AS MODIFIED

This marked up version of CP4 is provided as an aid to understanding but is not the legal instrument.

- Deletions are marked in red struck-through text.
- Additions are marked in red.

CONSUMER PROTECTION CONDITION 4: COMPENSATION

1. Application, Definitions and Interpretation

CP 4.1.1	This consumer protection condition (" CP Condition ") shall apply to the <u>universal service provider</u> .
CP 4.1.2	<p>In this CP Condition—</p> <p>(a) "Act" means the Postal Services Act 2011 (c.5);</p> <p>(b) "damage" means any physical damage to a <u>postal packet</u> including its contents at any time after the date of deposit of that <u>postal packet</u> at an <u>access point</u> used in the provision of the universal service and before it has been <u>delivered</u>;</p> <p>(c) "deemed delivery date" means the earlier of -</p> <p>(i) the date upon which a <u>postal packet</u> is <u>delivered</u> to the address given on the <u>postal packet</u>;</p> <p>(ii) the date upon which a <u>postal packet</u> is <u>delivered</u> to a person named as the addressee on the <u>postal packet</u>;</p> <p>(iii) the date upon which a <u>postal packet</u> is <u>delivered</u> to an alternative delivery point requested by the addressee or approved by <u>OFCOM</u>;</p> <p>(iv) the date upon which an unsuccessful attempt is made to deliver the <u>postal packet</u> in accordance with (i), (ii) or (iii) and the <u>universal service provider</u> offers the addressee a choice of redelivery within a reasonable period and an opportunity to collect the <u>postal packet</u> from any of the following places—</p> <ul style="list-style-type: none">o a <u>post office</u>;o a <u>delivery office</u>; oro another collection point approved by <u>OFCOM</u> for the purposes of this paragraph; <p>(d) "delivered" means -</p> <p>(i) the <u>postal packet</u> is delivered to the address given on the <u>postal packet</u>;</p> <p>(ii) the <u>postal packet</u> is delivered to a person named as the</p>

	<p>addressee on the <u>postal packet</u>; or</p> <p>(iii) the <u>postal packet</u> is delivered to an alternative delivery point requested by the addressee or approved by <u>OFCOM</u>;</p> <p>(e) “delivery office” means an office managed by a <u>universal service provider</u> for the purposes of processing <u>postal packets</u> immediately prior to the activity of delivery to the addressee;</p> <p>(f) “domestic USO service” means a <u>USO service</u> for the conveyance of <u>postal packets</u> from <u>access points</u> in the United Kingdom to delivery points in the United Kingdom;</p> <p>(g) “DUSP condition” means a designated USP condition imposed under s.36 of the Act;</p> <p>(h) “loss” has the meaning given in CP 4.2.4;</p> <p>(i) “post office” means any premises or vehicle in the United Kingdom from which <u>postal services</u> are provided directly to the public;</p> <p>(j) “proof of delivery” means a copy of a signature, or other evidence from the recipient in confirmation of receipt, obtained on delivery of a <u>postal packet</u>;</p> <p>(k) “public holiday” includes, in relation to a particular territory or place, any day in relation to which <u>OFCOM</u> have by direction provided for an exception at that place under DUSP 1.3.2 stated that exceptional circumstances require it to be treated as a public holiday;</p> <p>(l) “redirection service” means a service provided pursuant to the obligation in DUSP 1.7.1(a);</p> <p>(m) “routing time” means the target maximum time, as specified in a <u>DUSP condition</u>, for conveying <u>postal packets</u> from the <u>access point</u> to the delivery point in the provision of a <u>postal service</u>;</p> <p>(n) “Standards document” means the document entitled “<i>Standards of service compensation scheme of Royal Mail Group Ltd</i>” published by the Postal Services Commission on 18 November 2008¹;</p> <p>(o) “USO service” means a service provided pursuant to an obligation imposed by a <u>DUSP condition</u>;</p> <p>(p) “working day” means any day which is not a Sunday or a <u>public holiday</u> in the place of collection or the place of delivery of the postal packet concerned.</p>
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¹ <http://stakeholders.OFCOM.org.uk/binaries/post/archive/875.pdf>

CP 4.1.3	<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 same meaning as it has been ascribed for the purpose of Part 3 of the Act²;</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;</p> <p>(d) the Interpretation Act 1978 (c. 30) shall apply as if this CP Condition were an Act of Parliament;</p> <p>(e) references to a day are references to a period of twenty-four hours beginning with one midnight and ending with the next, which period shall be treated to include a Saturday, a Sunday and <u>public holidays</u>;</p> <p>(f) the following directions shall be deemed to be issued by OFCOM under this Condition:</p> <ul style="list-style-type: none"> Exceptions to Royal Mail's universal service obligation — for 26 December 2009 in the UK, bank holidays on Saturdays in the UK, as local holidays in Northern Ireland and Scotland: a decision document (Postal Services Commission, October 2009).
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2. Obligation to provide compensation

CP 4.2.1	<p>The <u>universal service provider</u> shall establish, maintain and abide by policies for the provision of fair and reasonable remedies and redress in respect of delay to the delivery of a <u>postal packet</u> conveyed only in the provision of an end-to-end <u>domestic USO service</u> required by DUSP 1.6, except for <u>legislative petitions and addresses</u> and <u>return to sender</u>.</p>
CP 4.2.2	<p>A delay to the delivery of a <u>postal packet</u> has taken place if its <u>deemed delivery date</u> is later than that specified in the service <u>routing time</u> required by a <u>DUSP condition</u>, for a reason other than one specified in paragraph 13 of the <u>standards document</u>.</p>
CP 4.2.3	<p>The <u>universal service provider</u> shall establish, maintain and abide by policies for the provision of fair and reasonable remedies and redress in respect of <u>loss</u> of and <u>damage</u> of a <u>postal packet</u> in the provision of —</p> <p>(a) any <u>domestic USO service</u>, except for <u>legislative petitions and addresses</u> and <u>return to sender</u>; and</p> <p>(b) any outgoing international <u>USO service</u>, except for free international USO services for the blind and partially sighted.</p>
CP 4.2.4	<p>In this CP Condition, “loss” shall have occurred in either of the following circumstances:</p>

² A table for information identifying such defined terms is provided at the end of this condition. This table is intended only as a guide and does not form a part of this condition. We make no representations as to its accuracy or completeness.

	<p>(a) where a <u>postal packet</u> has been physically lost, other than as a result of its being incorrectly addressed, before it has been <u>delivered</u>.</p> <p>(b) where, within 15 <u>working days</u> of a <u>postal packet</u>'s due date of delivery according to the service <u>routing time</u> required by a <u>DUSP condition</u>, the <u>postal packet</u> has not been <u>delivered</u>, except where the addressee has been notified that a <u>postal packet</u> is being held for collection and the addressee has failed to collect it within a fair and reasonable retention period.</p>
CP 4.2.5	<p>The <u>universal service provider</u> shall establish, maintain and abide by policies for the provision of fair and reasonable remedies and redress in respect of failure to provide the following services, having agreed to provide those services –</p> <p>(a) any <u>redirection service</u>;</p> <p>(b) any <u>USO service</u> providing for a delay for a specified reasonable period to the target delivery date otherwise applicable to any <u>postal packet</u>.</p>
CP 4.2.6	<p>The <u>universal service provider</u> shall establish, maintain and abide by policies for the provision of fair and reasonable remedies and redress in respect of failure to provide <u>proof of delivery</u>, in the course of provision of a <u>USO service</u> in relation to which <u>proof of delivery</u> is offered.</p>

3. Obligations to notify and report

CP 4.3.1	<p>The <u>universal service provider</u> shall prepare and publish in such a manner as will ensure reasonable publicity for it an annual report on the operation of the policies required by CP 4.2, setting out for the United Kingdom as a whole, not later than three months from the end of the year to which they relate,</p> <p>(i) the number of complaints received incorporating the number of claims for compensation made,</p> <p>(ii) the number of claims for compensation in relation to which compensation was paid, and</p> <p>(iii) the amount of compensation (including any payments in lieu of compensation) that was paid,</p> <p>in each case broken down by not less than ten of the main causes of the claims.</p>
CP 4.3.2	<p>The <u>universal service provider</u> shall notify <u>OFCOM</u> at least one month in advance of implementing any change to the policies required by CP 4.2.</p>

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.

<i>Defined term</i>	<i>Section</i>
<i>access points</i>	<i>29(11)</i>
<i>legislative petitions and addresses</i>	<i>32(2)</i>

<i>OFCOM</i>	<i>90</i>
<i>postal packet</i>	<i>27(2)</i>
<i>universal service provider</i>	<i>65(1) and Schedule 9 paragraph 3(3)</i>