

Annex 8

Statutory Notification: consumer protection conditions

NOTIFICATION OF DECISION TO IMPOSE REGULATORY CONDITIONS IN ACCORDANCE WITH SECTION 51 OF, AND PARAGRAPH 3 OF SCHEDULE 6 TO, THE POSTAL SERVICES ACT 2011

BACKGROUND

- (A) On 13 December 2011, at Annex 11 to the consultation document entitled 'Review of Regulatory Conditions: Postal Regulation', OFCOM published a notification in accordance with section 51 of, and paragraph 3(3) of Schedule 6 to, the Act setting out their proposals to impose on postal operators Consumer Protection conditions pursuant to their powers in section 51 of the Act (the "**First Notification**").
- (B) A copy of the First Notification was sent to the Secretary of State in accordance with Schedule 6 paragraph 5(1)(a) of the Act.
- (C) In the First Notification (and the accompanying consultation document), OFCOM invited representations about any of the proposals set out therein by 31 January 2012.
- (D) By virtue of section 51 of, and paragraph 3(5) of Schedule 6 to, the Act OFCOM may give effect, with or without modifications, to a proposal with respect to which they have published a notification only if they—
 - (i) have considered every representation about the proposal that is made to them within the period specified in the First Notification; and
 - (ii) have had regard to every international obligation of the United Kingdom (if any) which has been notified to them for this purpose by the Secretary of State.
- (E) OFCOM received responses to the First Notification and have considered every such representation made to them in respect of the proposals set out in the First Notification (and the accompanying consultation document); and the Secretary of State has not notified OFCOM of any international obligation of the United Kingdom for this purpose

DECISION

1. OFCOM hereby imposes consumer protection conditions, in accordance with section 51 of, and paragraph 3 of Schedule 6 to, the Act and pursuant to powers in section 51 of the Act, on postal operators (as defined in the proposed conditions), to make provision for matters set out in that section 51.
2. The consumer protection conditions are specified in the Schedules hereto.
3. The effect of, and OFCOM's reasons for making, this decision are set out in the accompanying explanatory statement.

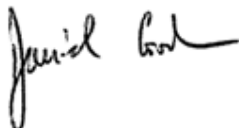
OFCOM'S DUTIES AND LEGAL TESTS

4. OFCOM is satisfied that this decision satisfies the general test in paragraph 1 of Schedule 6 to the Act.
5. In making this decision, OFCOM has considered and acted in accordance with its principal duty in section 29 of the Act and its general duties in section 3 of the Communications Act 2003.

INTERPRETATION

6. Except insofar as the context otherwise requires, words or expressions shall have the meaning assigned to them in this Notification and otherwise any word or expression shall have the same meaning as it has been ascribed for the purpose of Part 3 of the Act.
7. In this Notification—
 - (a) “**Act**” means the Postal Services Act 2011 (c.5);
 - (b) “**First Notification**” has the meaning given to it in recital (A) above; and
 - (c) “**Royal Mail**” means Royal Mail Group Ltd, whose registered company number in England and Wales is 04138203.
8. For the purpose of interpreting this Notification—
 - (a) headings and titles shall be disregarded;
 - (b) expressions cognate with those referred to in this Notification shall be construed accordingly;
 - (c) the Interpretation Act 1978 (c. 30) shall apply as if this Notification were an Act of Parliament.
9. The Schedules to this Notification shall form part of this Notification.
10. Unless otherwise is stated in those Schedules, this Notification shall take effect on 1 April 2012.

Signed by **Daniel Gordon**



Competition Policy Director

A person duly authorised by Ofcom under paragraph 18 of the Schedule to the Office of Communications Act 2002

27 March 2012

SCHEDULE 1

CONSUMER PROTECTION CONDITION 1 PAYMENTS RELATING TO QUALIFYING CONSUMER EXPENSES OF THE NATIONAL CONSUMER COUNCIL OR THE OFT

1.1. Application, Definitions and Interpretation

CP 1.1.1	This consumer protection condition (“ CP Condition ”) shall apply to <u>regulated postal operators</u> .
CP 1.1.2	In this CP Condition— (a) “ access payments ” means payments made to any other <u>regulated postal operator</u> for the conveyance of <u>letters</u> conveyed by the <u>regulated postal operator</u> from its customers to that other <u>regulated postal operator</u> ; (b) “ Act ” means the Postal Services Act 2011 (c.5); (c) “ appointed day ” means 1 October 2011; (d) “ Consumer Direct expansion expenses ” has the meaning it is given in CP 1.2.2; (e) “ Council ” means the National Consumer Council established by s.1 of the Consumers, Estate Agents and Redress Act 2007; (f) “ OFT ” means the Office of Fair Trading; (g) “ public holiday ” means a Christmas Day, Good Friday and a day which is a bank holiday under the Banking and Financial Dealings Act 1971; (h) “ relevant year ” means any year beginning on 1 April; (i) “ regulated postal operator ” means a <u>postal operator</u> which provides services in relation to which, had those services been carried out prior to the <u>appointed day</u> , it would have been required to hold a licence under the Postal Services Act 2000; (j) “ regulated postal service ” means a <u>postal service</u> the provision of which, had it been carried out prior to the <u>Appointed Day</u> , would have required the provider to hold a licence under the Postal Services Act 2000.

CP 1.1.3	<p>For the purpose of interpreting this CP Condition—</p> <ul style="list-style-type: none"> (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 Act¹; (b) headings and titles shall be disregarded; (c) expressions cognate with those referred to in this CP Condition shall be construed accordingly; (d) the Interpretation Act 1978 (c. 30) shall apply as if this CP Condition were an Act of Parliament; (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 public holidays
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1.2. Payments relating to qualifying consumer expenses of the National Consumer Council or the OFT

CP 1.2.1	<p>For the purposes of this Condition, the turnover taken into account shall be turnover from <u>regulated postal services</u> (excluding <u>access payments</u> in the case of <u>postal operators</u> other than the <u>universal service provider</u>).</p>
CP 1.2.2	<p>A <u>regulated postal operator</u> that generated turnover exceeding £10 million, in the preceding year beginning on 1 April, shall pay to <u>OFCOM</u> in any <u>relevant year</u> such proportion as <u>OFCOM</u> may specify of:</p> <ul style="list-style-type: none"> (a) the <u>qualifying consumer expenses</u> of the <u>Council</u>; and (b) the estimated <u>qualifying consumer expenses</u> of the <u>OFT</u> which relate to the expansion of Consumer Direct to enable it to cater for <u>postal service</u> customers, (the “Consumer Direct expansion expenses”) <p>likely to be incurred during the <u>relevant year</u>.</p>
CP 1.2.3	<p>The proportion will be calculated by multiplying the sum of the total <u>qualifying consumer expenses</u> and the <u>Consumer Direct expansion expenses</u> by that <u>regulated postal operator</u>’s share of turnover expressed as a percentage of the total turnover generated by all <u>regulated postal operators</u>.</p>

¹ 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.

CP 1.2.4	A <u>regulated postal operator</u> shall pay to <u>OFCOM</u> in any <u>relevant year</u> such proportion as <u>OFCOM</u> may specify of the <u>qualifying consumer expenses</u> of the <u>OFT</u> other than the <u>Consumer Direct expansion expenses</u> .
CP 1.2.5	The amounts payable under CP 1.2.2 and CP 1.2.4 as appropriate in a <u>relevant year</u> shall include the amount of the difference, if any, between the costs actually incurred during the previous <u>relevant year</u> and the estimate of the costs in question upon which charges in the previous <u>relevant year</u> were based, where the latter exceeds the former the amount of the difference being treated as a negative amount.
CP 1.2.6	The amount due under either or both of CP 1.2.2 and CP 1.2.4 shall be payable on 30 June in the <u>relevant year</u> or, if later, on the expiry of one month from the day on which <u>OFCOM</u> serve notice on the <u>regulated postal operator</u> of such amount.

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.

Defined term	Section
<i>letter</i>	<i>65(1)</i>
<i>OFCOM</i>	<i>90</i>
<i>postal operator</i>	<i>27(3)</i>
<i>postal packet</i>	<i>27(2)</i>
<i>qualifying consumer expenses</i>	<i>51(4)</i>
<i>universal service provider</i>	<i>65(1) and Schedule 9 paragraph 3(3)</i>

SCHEDULE 2

CONSUMER PROTECTION CONDITION 2: POSTAL COMMON OPERATIONAL PROCEDURES

1. Application, Definitions and Interpretation

CP 2.1.1	This consumer protection condition (“ CP Condition ”) shall apply to <u>regulated postal operators</u> .
CP 2.1.2	<p>In this CP Condition—</p> <p>(k) “Access Indicator” means the Customer Access Indicator and the <u>Royal Mail Access Indicator</u> as those terms are defined in the relevant <u>USP Access Agreement</u>;</p> <p>(l) “Access Party” means a <u>regulated postal operator</u> (other than the <u>universal service provider</u>) that is party to a <u>USP Access Agreement</u>;</p> <p>(m) “Act” means the Postal Services Act 2011 (c.5);</p> <p>(n) “appointed day” means 1 October 2011;</p> <p>(o) “Code Identifier” means such mark, number or other identifier unique to each <u>regulated postal operator</u> as may be allocated and notified to each <u>regulated 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>(p) “Code Letter” means</p> <p style="margin-left: 20px;">(a) in the case of the <u>universal service provider</u> and a <u>regulated postal operator</u> acting in the capacity of an <u>Access Party</u> or <u>Intermediary</u>, a <u>postal packet</u> which is no larger than 460mm by 610mm by 460mm (or, if a tubular <u>postal packet</u>, the length plus twice the diameter does not exceed 1040mm with a maximum length of 900mm), and no heavier than 2kg;</p> <p style="margin-left: 20px;">(b) in the case of any other <u>regulated postal operator</u> (including an <u>Access Party</u> or <u>Intermediary</u> not acting in the capacity of <u>Access Party</u> or <u>Intermediary</u>), a <u>Letter</u> which:</p> <p style="margin-left: 40px;">(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</p> <p style="margin-left: 40px;">(ii) weighs less than 350 grams;</p> <p style="margin-left: 20px;">(c) any <u>postal packet</u> deemed to be a <u>Code Letter</u> in accordance with CP 2.3.12 of this CP Condition;</p> <p>(q) “Code Objectives” means the objectives set out in CP 2.3.1;</p>

- (r) “**complainant**” means a person who has made a complaint;
- (s) “**complaint**” means any expression of dissatisfaction made to a postal operator, related to one or more of its products or services or the manner in which the postal operator has dealt with any such expression of dissatisfaction, where a response is explicitly or implicitly required or expected to be provided;
- (t) “**Council**” means the National Consumer Council established by section 1 of the Consumers, Estate Agents and Redress Act 2007;
- (u) “**Indicator**” means in the case of an Access Party acting in that capacity, the relevant Access Indicator, and in all other cases, a payment indicator such as PPI;
- (v) “**Intended Operator**” means the regulated postal operator which, in accordance with arrangements agreed between that regulated postal operator and its customer, is responsible for the conveyance and delivery of the Relevant Code Letters;
- (w) “**Intermediary**” means a regulated postal operator (other than an Access Party) that is party to arrangements with the universal service provider under which that regulated postal operator delivers Postal Packets to the universal service provider for subsequent conveyance;
- (x) “**Letter**” has the meaning ascribed to it in the Act but excludes parcels;
- (y) “**Miscollected Code Letters**” means Code Letters which have been collected in error by a regulated postal operator which is not the Intended Operator;
- (z) “**Misdirected Code Letters**” means Code Letters, other than Miscollected Code Letters (but, for the avoidance of doubt, including Misposted Code Letters), which have entered the Postal Facilities of a regulated postal operator which is not the Intended Operator in respect of those Code Letters;
- (aa) “**Misposted Code Letters**” means Code Letters which due to customer error have entered the Postal Facilities of a regulated postal operator which is not the Intended Operator in respect of those Code Letters and which have not been delivered to the relevant addressee;
- (bb) “**Postal Common Operational Procedures Code**” means the Code of Practice in section 3 of this Condition;
- (cc) “**Postal facilities**” means the physical and human resources deployed by a regulated postal operator (and, where relevant, by its contractors and agents) for the purpose of providing postal services;
- (dd) “**Postal Packet**” has the meaning ascribed to it in the Act but

	<p>excludes parcels;</p> <p>(ee) “Prohibited Code Letters” means any <u>Postal Packet</u> (including parcels) which contains items and/or material prohibited or restricted by the <u>Scheme</u>;</p> <p>(ff) “public holiday” means a Christmas Day, Good Friday and a day which is a bank holiday under the Banking and Financial Dealings Act 1971;</p> <p>(gg) “Receiving Operator” means the <u>regulated postal operator</u> whose <u>Postal Facilities</u> the <u>Relevant Code Letters</u> (in respect of which it is not the <u>Intended Operator</u>) have entered;</p> <p>(hh) “regulated postal operator” means a <u>postal operator</u> which provides services in relation to which, had those services been carried out prior to the <u>appointed day</u>, it would have been required to hold a licence under the Postal Services Act 2000;</p> <p>(ii) “Relevant Code Letters” means <u>Miscollected Code Letters</u> or <u>Misdirected Code Letters</u>, as the case may be;</p> <p>(jj) “regulatory condition” means any condition of authorisation set by <u>OFCOM</u> under the <u>Act</u>;</p> <p>(kk) “Royal Mail” means Royal Mail Group Limited (registered number 4138203);</p> <p>(ll) “Scheme” means the Successor Postal Services Company Inland Letter Post Scheme 2001 made pursuant to section 89 of the Postal Services Act 2000 (or other comparable scheme made pursuant to that section);</p> <p>(mm) “Sender” in relation to any <u>letter</u> or other communication, means the person whose communication it is;</p> <p>(nn) “Voluntary Code Letter” means any <u>Postal Packet</u> (other than a <u>Prohibited Code Letter</u>) which is not a <u>Code Letter</u> for the purposes of paragraph (b) of the definition of <u>Code Letter</u> but which is no larger than 460mm by 610mm by 460mm (or, if a tubular <u>Postal Packet</u>, the length plus twice the diameter does not exceed 1040mm with a maximum length of 900mm), and no heavier than 2kg.</p>
<p>CP 2.1.3</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 Act²;</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>(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>
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2. Obligation to abide by the Postal Common Operational Procedures Code

CP 2.2.1	Unless <u>OFCOM</u> otherwise consent, each <u>regulated postal operator</u> shall comply with the <u>Postal Common Operational Procedures Code</u> .
CP 2.2.2	<p>Unless <u>OFCOM</u> otherwise consent, a <u>regulated postal operator</u> shall become and remain a party to the <u>Postal Common Operational Procedures Agreement</u> which shall apply insofar as:</p> <p>(a) it is consistent with, and deals with matters not provided for in, the terms and conditions of any <u>Access Agreement</u>, <u>Intermediary Agreement</u>, <u>USP Access Agreement</u> or <u>Access Code</u> to which the <u>regulated postal operator</u> is a party; and</p> <p>(b) the <u>regulated postal operator</u> has not established alternative arrangements with other <u>regulated postal operators</u> relating to the treatment of misdirected mail and miscollected mail.</p>
CP 2.2.3	Unless <u>OFCOM</u> otherwise consent, a <u>regulated postal operator</u> shall at all times refrain from acting in a manner which is inconsistent with the <u>Code Objectives</u> or which is likely to prejudice the effective functioning of the <u>Postal Common Operational Procedures Code</u> ;
CP 2.2.4	If nominated by <u>OFCOM</u> by direction in writing given for the purposes of this Condition generally to the office of Secretary of the <u>Postal Common Operational Procedures Agreement</u> , perform the functions of that office in an efficient, timely, impartial and professional manner, subject to reimbursement by <u>OFCOM</u> of the costs reasonably incurred in the discharge of those functions.
CP 2.2.5	<p>The <u>Postal Common Operational Procedures Agreement</u> shall be modified in accordance with this paragraph if:</p> <p>(a) <u>OFCOM</u> have received a proposal to change the <u>Postal Common Operational Procedures Agreement</u> from a person entitled under its provisions to</p>

	<p>make such a proposal, and</p> <p>(b) that proposal has been submitted to <u>OFCOM</u> in the manner, and containing the information, provided for in the <u>Postal Common Operational Procedures Agreement</u>, and</p> <p>(c) <u>OFCOM</u>:</p> <p>(i) are of the opinion that modification of the <u>Postal Common Operational Procedures Agreement</u> in the manner proposed will enable the <u>Code Objectives</u> better to be fulfilled and that such modification is consistent with its statutory duties,</p> <p>(ii) have given notice of the proposed modification in accordance with CP 2.2.6 and 2.2.7;</p> <p>(iii) have considered any representations made in accordance with that notice and not withdrawn; and</p> <p>(iv) have directed by a direction given for the purpose of this Condition generally that the proposed modification be made.</p>
<p>CP 2.2.6</p>	<p>A notice under CP 2.2.5(c)(ii) shall be in accordance with this paragraph if it states:</p> <p>(a) that <u>OFCOM</u> propose to make the modification;</p> <p>(b) the effect of the proposed modification;</p> <p>(c) the reasons for the proposed modification; and</p> <p>(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.</p>
<p>CP 2.2.7</p>	<p>A notice under CP 2.2.5(c)(ii) shall be in accordance with this paragraph if it is given by:</p> <p>(a) serving a copy of the notice on each of the parties to the <u>Postal Common Operational Procedures Agreement</u> as at the date of such notice and on the <u>Council</u>, and</p> <p>(b) publishing the notice in such manner as <u>OFCOM</u> consider appropriate for the purpose of bringing the matters included in the notice to the attention of persons likely to be affected by them.</p>

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 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 regulated postal operator which is not the regulated 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 regulated 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 regulated postal operators. Compliance is obligatory for all regulated postal operators in accordance with regulatory conditions.

CP 2.3.4 Regulated 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. Regulated 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 regulated postal operators, regulated 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 Identifier and voluntary application of the Code

General

CP 2.3.6 Subject to CP 2.3.7 - CP 2.3.12, each regulated postal operator must take all reasonable steps:

- (a) to ensure that its 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 Code Identifier on any Postal Packet (which for the purposes of CP 2.3.6 - CP 2.3.12 includes parcels) in respect of which it is the Intended Operator which is not a Code Letter.

The universal service provider

CP 2.3.7 Royal Mail will be taken to have satisfied its obligations under CP 2.3.6(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.

CP 2.3.8 In relation to all other Code Letters in respect of which Royal Mail is the Intended Operator which do not meet the requirements of CP 2.3.7, Royal Mail must comply with CP 2.3.6(a).

Access Parties and Intermediaries

CP 2.3.9 An Access Party or Intermediary will be taken to have satisfied its obligations under CP 2.3.6(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.

CP 2.3.10 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 CP 2.3.9, that Access Party or Intermediary must comply with CP 2.3.6(a).

Voluntary application of the Code

CP 2.3.11 A regulated postal operator (other than the universal service provider acting in any capacity, and an Access Party and an Intermediary acting in those capacities) may elect to extend the application of the Code to Voluntary Code Letters.

CP 2.3.12 If a regulated postal operator makes an election in accordance with CP 2.3.11, 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.

Treatment of Misdirected Code Letters

CP 2.3.13 Regulated postal operators 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.

CP 2.3.14 Regulated 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 Code Letter in accordance with CP 2.3.13;
- (b) where in accordance with CP 2.3.13 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.

Treatment of Miscollected Code Letters

- CP 2.3.15 Regulated postal operators 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.
- CP 2.3.16 Regulated postal operators may not charge for returning the relevant Miscollected Code Letters in accordance with CP 2.3.15.

Customer Service Enquiries

- CP 2.3.17 If a regulated postal operator receives a complaint or other enquiry in relation to a Code Letter that should have been made to another regulated postal operator, the regulated 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 regulated postal operator;
 - (b) explain to the complainant that the complainant should contact the other relevant regulated postal operator; and
 - (c) provide to the complainant the contact details of that other relevant regulated postal operator.
- CP 2.3.18 If a regulated postal operator receives a complaint or other enquiry where the identity of the regulated postal operator to which that complaint or other enquiry should have been made is not discernable from the relevant Code Letter, the regulated postal operator receiving the complaint or other enquiry is only required to refer the complainant to the Sender of the Code Letter.
- CP 2.3.19 Regulated postal operators 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 CP 2.3.17 – CP 2.3.18.

Information and Reporting

- CP 2.3.20 Within 3 months of 31 March each year, each regulated postal operator must provide to OFCOM details of:
- (a) the total number of Misdirected Code Letters in respect of which that regulated postal operator was the Receiving Operator during the relevant year ending 31 March; and
 - (b) where relevant, the total such number broken down by Intended Operator.

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.

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

SCHEDULE 3

CONSUMER PROTECTION CONDITION 3: COMPLAINTS HANDLING AND REDRESS

3.1. Application, definitions and interpretation

CP 3.1.1	<p>This consumer protection condition (“CP Condition”) shall apply as follows:</p> <p>(a) CP 3.2 - all <u>postal operators</u>;</p> <p>(b) CP 3.3 apart from CP 3.3.16 - <u>regulated postal operators</u>; and</p> <p>(c) CP 3.3.16 – the <u>universal service provider</u>.</p>
CP 3.1.2	<p>In this CP Condition—</p> <p>(a) “Act” means the Postal Services Act 2011 (c.5);</p> <p>(b) “appointed day” means 1 October 2011;</p> <p>(c) “Citizens Advice Consumer Service” means the telephone and online consumer advice service operated by the National Association of Citizens Advice Bureaux, registered company number 1436945;</p> <p>(d) “complainant” means a person who has made a <u>consumer complaint</u>;</p> <p>(e) “complaint” 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>(f) “complaints handling procedure” means the procedure required by Condition CP 3.3.1;</p> <p>(g) “completed complaint” means a <u>consumer complaint</u> in respect of which there remains no outstanding action to be taken by the <u>postal operator</u> in accordance with its <u>complaint handling procedure</u>;</p> <p>(h) “consumer” means a person who uses <u>postal services</u> either as a sender or an addressee;</p> <p>(i) “consumer complaint” means a <u>complaint</u> which is made against a <u>regulated postal operator</u> or <u>universal service provider</u> either—</p> <ol style="list-style-type: none"> i. by a person in that person's capacity as a <u>relevant consumer</u>; or ii. by a person acting on behalf of such a <u>relevant consumer</u>; <p>(j) “contract customer” means a person who is a <u>consumer</u> in</p>

	<p>relation to a <u>regulated postal service</u> where the provision of the <u>regulated postal service</u> is governed by a contract between that <u>consumer</u> and the <u>regulated postal operator</u> or <u>universal service provider</u>;</p> <p>(k) “Council” means the National Consumer Council established by s.1 of the Consumers, Estate Agents and Redress Act 2007;</p> <p>(l) “DUSP condition” means a designated USP condition imposed under s.36 of the Act;</p> <p>(m) “public holiday” means a Christmas Day, Good Friday and a day which is a bank holiday under the Banking and Financial Dealings Act 1971;</p> <p>(n) “qualifying redress scheme” means a redress scheme which is approved by <u>OFCOM</u> in accordance with Schedule 5 of the Act³;</p> <p>(o) “regulated postal operator” means a <u>postal operator</u> which provides services in relation to which, had those services been carried out prior to the <u>appointed day</u>, it would have been required to hold a licence under the Postal Services Act 2000, and includes the <u>universal service provider</u>;</p> <p>(p) “regulated postal service” means a <u>postal service</u> the provision of which:</p> <p>(i) had it been carried out prior to the <u>appointed day</u>, would have required the provider to hold a licence under the Postal Services Act 2000; or</p> <p>(ii) is required to be provided by a <u>DUSP condition</u>.</p> <p>(q) “relevant consumer” means a consumer of a <u>regulated postal service</u>, who is not a <u>contract customer</u>;</p> <p>(r) “specified time period” means the time period specified by the <u>regulated postal operator</u> in its <u>complaint handling procedure</u> or as otherwise agreed with a <u>relevant consumer</u>, as the maximum period that the <u>regulated postal operator</u> has to complete a <u>consumer complaint</u> before the <u>relevant consumer</u> who made that <u>consumer complaint</u>, or on whose behalf that <u>consumer complaint</u> was made, becomes entitled to refer that <u>consumer complaint</u> to a <u>qualifying redress scheme</u>;</p> <p>(s) “vulnerable consumer” means a consumer who cannot reasonably be expected to pursue a <u>complaint</u> on their own behalf;</p> <p>(t) “working day” means any day other than a Saturday, a</p>
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³ OFCOM approved IDRS Ltd to administer the Postal Redress Service under section 52 and Schedule 5 of the Postal Services Act 2011 on 1 October 2011.

	Sunday or a <u>public holiday</u> .
CP 3.1.3	<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 Act⁴;</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>

3.2. Obligation on postal operators

CP 3.2	A <u>postal operator</u> shall establish, make available and comply with transparent, simple and inexpensive procedures for dealing with <u>complaints</u> of <u>consumers</u> of <u>postal services</u> , which facilitate the fair and prompt settlement of disputes.
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3.3. Obligations on regulated postal operators

CP 3.3.1	A <u>regulated postal operator</u> shall establish, make available and comply with a <u>complaints handling procedure</u> in accordance with CP 3.2 and CP 3.3.2 for dealing with <u>complaints</u> of <u>relevant consumers</u> of <u>regulated postal services</u> .
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⁴ 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>CP 3.3.2</p>	<p>A <u>complaints handling procedure</u> must:</p> <ul style="list-style-type: none"> (a) be in plain and intelligible language; (b) allow for <u>consumer complaints</u> to be made orally or in writing (including electronically); (c) set out contact details to allow a <u>relevant consumer</u> to make a <u>consumer complaint</u>; (e) allow for <u>consumer complaints</u> to be progressed through each stage of the <u>complaints handling procedure</u> orally or in writing (including electronically); (f) allow for <u>consumer complaints</u> with no evidence base to be dealt with; (g) describe the process which the <u>regulated postal operator</u> will follow with a view to investigating and resolving a <u>consumer complaint</u> and the likely timescales for that process; (h) provide for an internal review of an existing <u>consumer complaint</u> where a <u>complainant</u> indicates that they would like such a review to occur because he or she is dissatisfied with the handling of that <u>consumer complaint</u>; (i) set out contact details for <u>Citizens Advice Consumer Service</u>; (j) describe the <u>complainant's</u> right to refer a <u>consumer complaint</u> to a <u>qualifying redress scheme</u>: <ul style="list-style-type: none"> (i) from the point at which the <u>regulated postal operator</u> or <u>universal service provider</u> notifies the <u>complainant</u> in writing, that it is unable to complete the <u>consumer complaint</u> to the <u>complainant's satisfaction</u>; or (ii) after the expiry of the <u>specified time period</u>.
<p>CP 3.3.3</p>	<p>The <u>regulated postal operator</u> shall, not less than once every three calendar years, review the <u>complaints handling procedure</u> and seek feedback from a reasonable number of <u>complainants</u> to ensure the <u>complaints handling procedure</u> meets the needs of <u>relevant consumers</u>.</p>
<p>CP 3.3.4</p>	<p>Upon receipt of a <u>consumer complaint</u> made through the <u>complaints handling procedure</u> the <u>regulated postal operator</u> shall record in a written or electronic format the following details:</p> <ul style="list-style-type: none"> (a) the date that the <u>consumer complaint</u> was received; (b) whether the <u>consumer complaint</u> was made orally or in writing; (c) the identity and contact details of the <u>complainant</u>; and (d) a summary of the <u>consumer complaint</u>.

<p>CP 3.3.5</p>	<p>For each <u>consumer complaint</u> received through <u>its complaints handling procedure</u> the <u>regulated postal operator</u> must also record:</p> <p>(a) a summary of any subsequent contact with the <u>complainant</u> and any advice given or action taken in response to the <u>consumer complaint</u>;</p> <p>(b) the date (if any) on which the <u>consumer complaint</u> became a <u>completed complaint</u>; and</p> <p>(c) the date (if any) on which the <u>regulated postal operator</u> sends a written notice to a <u>complainant</u> in accordance with CP 3.3.7.</p>
<p>CP 3.3.6</p>	<p>Where a <u>regulated postal operator</u> has recorded a <u>consumer complaint</u> as a <u>completed complaint</u> but within three months of the date of making that record a subsequent contact is made by or on behalf of the <u>complainant</u> in relation to that <u>consumer complaint</u> which indicates that it is not a <u>completed complaint</u>, the <u>regulated postal operator</u>:</p> <p>(a) must as soon as reasonably practicable take account of that <u>consumer complaint</u> in any report which it is obliged to prepare and publish in accordance with CP 3.3.14;</p> <p>(b) shall not otherwise be entitled to treat that <u>consumer complaint</u> as a <u>completed complaint</u> until that <u>consumer complaint</u> is demonstrably a <u>completed complaint</u>.</p>
<p>CP 3.3.7</p>	<p>Each <u>regulated postal operator</u> must send a notice to a <u>complainant</u> on the earlier of:</p> <p>(a) the first <u>working day</u> after the day on which the <u>regulated postal operator</u> becomes aware that it is not able to complete a <u>consumer complaint</u> made through its <u>complaints handling procedure</u> to the <u>complainant's</u> satisfaction; or</p> <p>(b) the first <u>working day</u> after the day on which the <u>specified time period</u> for that <u>consumer complaint</u> expires.</p>

<p>CP 3.3.8</p>	<p>The notice referred to in CP 3.3.7 must be in writing (including electronically) unless another format has been agreed with the <u>complainant</u>, and notify the <u>complainant</u>—</p> <p>(a) of their right to refer the <u>consumer complaint</u> to a <u>qualifying redress scheme</u>;</p> <p>(b) of the contact details of the <u>qualifying redress scheme</u>;</p> <p>(c) that the <u>qualifying redress scheme</u> process is independent of the <u>regulated postal operator</u>;</p> <p>(d) that the <u>qualifying redress scheme</u> process is free of charge to the <u>complainant</u>;</p> <p>(e) of the types of redress that may be available under a <u>qualifying redress scheme</u>; and</p> <p>(f) that any outcome of the <u>qualifying redress scheme</u> process is binding upon the <u>regulated postal operator</u> but not upon the <u>complainant</u>.</p>
<p>CP 3.3.9</p>	<p>Each <u>regulated postal operator</u> must allocate and maintain such level of resources as may reasonably be required to enable that <u>regulated postal operator</u> to receive, handle and process <u>consumer complaints</u> made through its <u>complaints handling procedure</u> in an efficient and timely manner and in accordance with this Condition.</p>
<p>CP 3.3.10</p>	<p>Each <u>regulated postal operator</u> must put in place arrangements to deal with <u>complaints</u> made through its <u>complaints handling procedure</u> in relation to which the <u>Council</u> makes representations on behalf of a <u>vulnerable consumer</u>. If a <u>regulated postal operator</u> identifies a <u>consumer</u> as a <u>vulnerable consumer</u> with a <u>consumer complaint</u>, or the <u>Council</u> refers such a <u>consumer</u> to a <u>regulated postal operator</u>, that <u>regulated postal operator</u> must take such additional steps as it considers necessary or appropriate with a view to assisting that <u>vulnerable consumer</u> and completing their <u>consumer complaint</u> in an appropriate and prompt manner.</p>
<p>CP 3.3.11</p>	<p>Each <u>regulated postal operator</u> must:</p> <p>(a) publish its <u>complaints handling procedure</u> in such a manner as will ensure reasonable publicity for it;</p> <p>(b) ensure that its <u>complaints handling procedure</u> appears at a clear and prominent location on any relevant website it operates or controls; and</p> <p>(c) ensure that details of how to make a <u>consumer complaint</u> are made available at all its business premises which are accessible to the public, including the premises of its agents.</p>
<p>CP 3.3.12</p>	<p>Where a <u>regulated postal operator</u> becomes aware, following contact by or on behalf of the <u>complainant</u>, that a <u>consumer complaint</u> which the <u>postal operator</u> had recorded as a <u>completed complaint</u> is not a <u>completed complaint</u>, the</p>

	<p><u>regulated postal operator</u> must as soon as reasonably practicable—</p> <p>(a) direct the <u>complainant</u> to the <u>complaints handling procedure</u>; and</p> <p>(b) offer to provide a copy of the <u>complaints handling procedure</u> to the <u>complainant</u> free of charge.</p>
CP 3.3.13	Each <u>regulated postal operator</u> must provide a copy of its <u>complaints handling procedure</u> , free of charge, to any person who requests it.
CP 3.3.14	<p>Each <u>regulated postal operator</u> must—</p> <p>(a) publish by 30th June each year a <u>consumer complaints</u> report in such a manner as will ensure reasonable publicity for it;</p> <p>(b) publish its <u>consumer complaints</u> report at a clear and prominent location on any website it operates or controls; and</p> <p>(c) provide a copy of its <u>consumer complaints</u> report, free of charge, to any person who requests it.</p>
CP 3.3.15	<p>A <u>consumer complaints</u> report is a report in relation to the twelve month period ending on 31st March of the year in which the report is published which contains the following information:</p> <p>(a) the number of <u>consumer complaints</u> which the <u>regulated postal operator</u> received during that period, which had not become <u>completed complaints</u> within that period; and</p> <p>(b) the number of <u>consumer complaints</u> which the <u>regulated postal operator</u> received, during that period, which had become <u>completed complaints</u> within that period,</p> <p>in each case presenting the information broken down by no more than ten of the main causes of <u>consumer complaint</u>.</p>

<p>CP 3.3.16</p>	<p>The <u>universal service provider</u> shall submit to <u>OFCOM</u> and to the <u>Council</u>, and publish in such a manner as will ensure reasonable publicity for them, not later than two months from the end of the quarter to which they relate, written quarterly reports which shall</p> <p>(a) set out -</p> <p>(i) the number of <u>consumer complaints</u> received during that quarter from <u>relevant consumers</u> which have not become <u>completed complaints</u>; and</p> <p>(ii) the number of <u>consumer complaints</u> received during that quarter from <u>relevant consumers</u> which have become <u>completed complaints</u>.</p> <p>(b) present the information referred to in paragraph (a) for the United Kingdom as a whole -</p> <p>(i) broken down by no less than ten main categories of <u>consumer complaint</u>, and</p> <p>(ii) showing the compensation that has been paid to <u>relevant consumers</u> in relation to <u>consumer complaints</u> that were found to be valid.</p>
<p>CP 3.3.17</p>	<p>A <u>regulated postal operator</u> must be a member of a <u>qualifying redress scheme</u> in relation to <u>consumer complaints</u> about the provision of a <u>regulated postal service</u>.</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.

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

SCHEDULE 4

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> <ul style="list-style-type: none">(i) the date upon which a <u>postal packet</u> is <u>delivered</u> to the address given on the <u>postal packet</u>;(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>;(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>;(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—<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> <ul style="list-style-type: none">(i) the <u>postal packet</u> is delivered to the address given on the <u>postal packet</u>;(ii) the <u>postal packet</u> is delivered to a person named as the addressee on the <u>postal packet</u>; or(iii) the <u>postal packet</u> is delivered to an alternative delivery point requested by the addressee or approved by <u>OFCOM</u>; <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, any day in relation to which <u>OFCOM</u> have by direction 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 2008⁵;</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>.</p>
<p>CP 4.1.3</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 same meaning as it has been ascribed for the purpose of Part 3 of the Act⁶;</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,</p>

⁵ <http://stakeholders.OFCOM.org.uk/binaries/post/archive/875.pdf>.

⁶ 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>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 <u>OFCOM</u> under this Condition:</p> <ul style="list-style-type: none"> • <i>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).</i>
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2. Obligation to provide compensation

CP 4.2.1	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> .
CP 4.2.2	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> .
CP 4.2.3	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 – (a) any <u>domestic USO service</u> , except for <u>legislative petitions and addresses</u> and <u>return to sender</u> ; and (b) any <u>outgoing international USO service</u> .
CP 4.2.4	In this CP Condition, “loss” shall have occurred in either of the following circumstances: (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> . (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.
CP 4.2.5	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 – (a) any <u>redirection service</u> ; (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> .

CP 4.2.6	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.
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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, (ii) the number of claims for compensation in relation to which compensation was paid, and (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	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.

Table of terms defined in the Act

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<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>

SCHEDULE 5

CONSUMER PROTECTION CONDITION 5: DELIVERY

1. Application, Definitions and Interpretation

CP 5.1.1	This consumer protection condition (“ CP Condition ”) shall apply to <u>regulated postal operators</u> .
CP 5.1.2	<p>In this CP Condition—</p> <p>(a) “Act” means the Postal Services Act 2011 (c.5);</p> <p>(b) “appointed day” means 1 October 2011;</p> <p>(c) “DUSP condition” means a designated USP condition imposed under s.36 of the Act;</p> <p>(d) “regulated postal operator” means a <u>postal operator</u> which provides services in relation to which, had those services been carried out prior to the <u>appointed day</u>, it would have been required to hold a licence under the Postal Services Act 2000;</p> <p>(e) “regulated postal service” means a <u>postal service</u> the provision of which, had it been carried out prior to the <u>Appointed Day</u>, would have required the provider to hold a licence under the Postal Services Act 2000; and</p> <p>(f) “USO service” means a service provided pursuant to an obligation imposed by a <u>DUSP condition</u>.</p>
CP 5.1.3	<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 Act⁷;</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>

⁷ 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.

2. Delivery

CP 5.2	A <u>regulated postal operator</u> , in relation to a <u>regulated postal service</u> or a <u>USO service</u> , shall use reasonable endeavours to deliver appropriately, or procure the delivery of, any <u>postal packets</u> it receives in the course of its business as a <u>postal operator</u> , within a reasonable time.
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Table of terms defined in the Act

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<i>Defined term</i>	<i>Section</i>
<i>postal operator</i>	27(3)
<i>postal packet</i>	27(2)

Statutory Notification: direction under consumer protection condition 2

NOTIFICATION OF DECISION TO ISSUE A DIRECTION IN ACCORDANCE WITH SECTION 51 OF, AND PARAGRAPH 3 OF SCHEDULE 6 TO, THE POSTAL SERVICES ACT 2011

BACKGROUND

- (A) On 13 December 2011, at Annex 11 to the consultation document entitled 'Review of Regulatory Conditions: Postal Regulation', OFCOM published a notification in accordance with section 51 of, and paragraph 3(3) of Schedule 6 to, the Act setting out their proposal to issue a direction under a proposed Consumer Protection condition pursuant to their powers in section 51 of the Act (the "**First Notification**").
- (B) A copy of the First Notification was sent to the Secretary of State in accordance with Schedule 6 paragraph 5(1)(a) of the Act.
- (C) In the First Notification (and the accompanying consultation document), OFCOM invited representations about any of the proposals set out therein by 31 January 2012.
- (D) By virtue of section 51 of, and paragraph 3(5) of Schedule 6 to, the Act OFCOM may give effect, with or without modifications, to a proposal with respect to which they have published a notification only if they—
 - (i) have considered every representation about the proposal that is made to them within the period specified in the First Notification; and
 - (ii) have had regard to every international obligation of the United Kingdom (if any) which has been notified to them for this purpose by the Secretary of State.
- (E) OFCOM received responses to the First Notification and have considered every such representation made to them in respect of the proposals set out in the First Notification (and the accompanying consultation document); and the Secretary of State has not notified OFCOM of any international obligation of the United Kingdom for this purpose.

DECISION

1. OFCOM hereby issue a direction under Consumer Protection Condition 2, in accordance with section 51 of, and paragraph 3 of Schedule 6 to, the Act and pursuant to powers in section 51 of the Act, to make provision for matters set out in that Consumer protection Condition 2.
2. The direction is set out in the Schedule hereto.
3. The effect of, and OFCOM's reasons for making, this decision are set out in the accompanying explanatory statement.

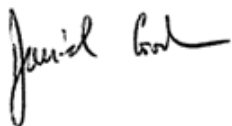
OFCOM'S DUTIES AND LEGAL TESTS

4. OFCOM are satisfied that this decision satisfies the general test in paragraph 1 of Schedule 6 to the Act.
5. In making this decision, OFCOM have considered and acted in accordance with its principal duty in section 29 of the Act and its general duties in section 3 of the Communications Act 2003.

INTERPRETATION

4. Except insofar as the context otherwise requires, words or expressions shall have the meaning assigned to them in this Notification and otherwise any word or expression shall have the same meaning as it has been ascribed for the purpose of Part 3 of the Act.
5. In this Notification—
 - (a) “**Act**” means the Postal Services Act 2011 (c.5);
 - (b) “**First Notification**” has the meaning given to it in recital (A) above; and
 - (c) “**Royal Mail**” means Royal Mail Group Ltd, whose registered company number in England and Wales is 04138203.
6. For the purpose of interpreting this Notification—
 - (a) headings and titles shall be disregarded;
 - (b) expressions cognate with those referred to in this Notification shall be construed accordingly;
 - (c) the Interpretation Act 1978 (c. 30) shall apply as if this Notification were an Act of Parliament.
7. The Schedule to this Notification shall form part of this Notification.
8. Unless otherwise is stated in that Schedule, this Notification shall take effect on 1 April 2012.

Signed by **Daniel Gordon**



Competition Policy Director

A person duly authorised by Ofcom under paragraph 18 of the Schedule to the Office of Communications Act 2002

27 March 2012

SCHEDULE

DIRECTION UNDER CONSUMER PROTECTION CONDITION 2

Direction under Regulatory Condition CP 2.2.4

This Direction is issued by OFCOM under Regulatory Condition CP 2.2.4 and has effect from 1 April 2012.

OFCOM hereby nominate Royal Mail Group Limited (registered number 4138203) as secretary to the Postal Common Operational Procedures Agreement.