

Annex 10

Statutory Notification: proposed new Consumer Protection condition 2

NOTIFICATION OF PROPOSALS TO MODIFY CONSUMER PROTECTION CONDITION 2 PURSUANT TO SECTION 51 OF, AND IN ACCORDANCE WITH SECTION 53 OF, AND PARAGRAPH 3 OF SCHEDULE 6 TO, THE POSTAL SERVICES ACT 2011

BACKGROUND

- (A) On 27 March 2012, following a consultation, Ofcom published a statement entitled “*Securing the Universal Postal Service: Decision on the new regulatory framework*”¹ (the “**2012 Statement**”) setting out various decisions, including the imposition of consumer protection conditions to make provision for matters set out in section 51 of the Act. These conditions included Consumer Protection Condition 2 (“**CP 2**”).
- (B) On 1 April 2014, following a consultation, Ofcom published a statement entitled “*Amendments to regulatory conditions DUSP 1.8 and CP 1 and minor amendments to other regulatory conditions*”² setting out various decisions, including the decision to modify CP 2 (the “**2014 Modification**”).³ In the 2014 Modification, Ofcom explained that this revised version replaced the previous published version notified in the 2012 Statement and took effect when this notification was published.
- (C) On 25 May 2016 Ofcom published a consultation entitled “*Review of the Regulation of Royal Mail*”⁴ (the “2016 Consultation”) setting out a notification of Ofcom’s proposal to revoke CP 2 and replace it with a new consumer protection condition to make further provision about matters set out in section 51 of the Act (the “First Notification”).
- (D) 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.
- (E) Ofcom invited representations about the proposals set out in the First Notification (and the 2016 Consultation) by 3 August 2016.
- (F) Following consideration of responses to the First Notification and 2016 Consultation, Ofcom is proposing further amendments to the proposed new consumer protection condition on which it consulted in the 2016 Consultation.

PROPOSAL

¹ https://www.ofcom.org.uk/_data/assets/pdf_file/0029/74279/Securing-the-Universal-Postal-Service-statement.pdf

² https://www.ofcom.org.uk/_data/assets/pdf_file/0018/55530/statement.pdf

³ https://www.ofcom.org.uk/_data/assets/pdf_file/0031/46786/cp2_3.pdf

⁴ <https://www.ofcom.org.uk/consultations-and-statements/category-1/royal-mail-review2016>

1. Ofcom hereby proposes, in accordance with section 53 of, and paragraph 3 of Schedule 6 to, the Act and pursuant to powers and duties in section 51 of the Act:
 - (a) to revoke CP 2 with effect from the date of publication of a notification under section 53 of, and paragraph 3 of Schedule 6 to, the Act; and
 - (b) to impose a new consumer protection condition to make provision for matters set out in section 51 of the Act, to take effect from the date of publication of a notification under section 53 of, and paragraph 3 of Schedule 6 to, the Act.
2. The proposed new CP 2 is specified in the Schedule to this Notification, marked up against the existing condition to show the changes which are being proposed to its substance, as highlighted in red text.
3. The effect of, and Ofcom's reasons for making, these proposals are set out in the accompanying consultation document.

Ofcom's duties and legal tests

4. Ofcom is satisfied that these proposals satisfy the general test in paragraph 1 of Schedule 6 to the Act.
5. In making these proposals, 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.

Making representations

6. Representations may be made to Ofcom about the proposal set out in this Notification by no later than 3 April 2017.
7. Copies of this Notification and the accompanying consultation document have been sent to the Secretary of State in accordance with paragraph 5(1)(a) of Schedule 6 to the Act.
8. By virtue of paragraph 3(5) of Schedule 6 to the Act, Ofcom may give effect, with or without modifications, to a proposal with respect to which it has published a notification only if Ofcom has—
 - (c) considered every representation about the proposal that is made to Ofcom within the period specified in paragraph 6 of this Notification; and
 - (d) had regard to every international obligation of the United Kingdom (if any) which has been notified to Ofcom for this purpose by the Secretary of State.

Interpretation

9. 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 or for the purpose of CP 2 (as relevant).
10. In this Notification—

- (a) “**2012 Statement**” has the meaning given to it in recital (A) to this Notification;
- (b) “**2014 Modification**” has the meaning given to it in recital (B) to this Notification;
- (c) “**2016 Consultation**” has the meaning given to it in recital (C) to this Notification;
- (d) “**Act**” means the Postal Services Act 2011 (c.5);
- (e) “**CP 2**” means consumer protection condition referred to in recital (A) to this Notification as modified and replaced by the 2014 Modification;
- (f) “**First Notification**” has the meaning given to it in recital (C) to this Notification; and
- (g) “**Ofcom**” means the Office of Communications.

11. 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.

12. The Schedule to this Notification shall form part of this Notification.

Signed by



Jonathan Oxley

Group Director, Competition Group

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

1 March 2017

Schedule

Proposed modification of CP2

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 regulated postal operators <u>relevant postal operators</u> .
CP 2.1.2	<p>In this CP Condition—</p> <p>(a) “access indicator” means the Customer Access Indicator and the Royal Mail Access Indicator as those terms are defined in the relevant USP Access Agreement;</p> <p>(ab) “Access Party” “access operator” means a <u>regulated postal postal operator</u> (other than the <u>universal service provider</u>) that is party to a <u>USP Access Agreement</u> with the <u>universal service provider</u>;</p> <p>(be) “Act” means the Postal Services Act 2011 (c.5);</p> <p>(cd) “appointed day” means 1 October 2011;</p> <p>(d) “closed user group network” means a system, other than a document exchange, providing for the conveyance of postal packets (and the incidental services of receiving, collecting, sorting and delivering postal packets) between:</p> <ul style="list-style-type: none">i. the premises of one firm and another firm;ii. a government department and a third party firm;iii. branches and/or units in the same firm; oriv. government departments, <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) “code identifier” means such mark, number or other identifier unique to each regulated postal operator <u>relevant postal operator</u> as may be allocated and notified to each <u>regulated postal operator</u> <u>relevant postal operator</u> from time to time prior to the <u>Appointed Day</u> <u>appointed day</u> by the Postal Services Commission or, from the <u>Appointed Day</u> <u>appointed day</u>, by <u>OFCOM</u>;</p> <p>(f) “Code Letter” means</p> <p>(a) — in the case of the universal service provider and a regulated postal operator acting in the capacity of an Access Party or Intermediary, a postal packet which is no larger than 460mm by 610mm by 460mm (or, if a tubular postal packet, the length plus twice the diameter does not exceed 1040mm with a maximum length of 900mm), and no</p>

	<p>heavier than 2kg;</p> <p>(b) in the case of any other regulated postal operator (including an Access Party or Intermediary not acting in the capacity of Access Party or Intermediary), a Letter which:</p> <p style="padding-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="padding-left: 40px;">(ii) weighs less than 350 grams;</p> <p>(c) any postal packet deemed to be a Code Letter in accordance with CP 2.3.12 of this CP Condition;</p> <p>(fg) “Code Objectives” means the objectives set out in CP 2.3.1;</p> <p>(gh) “complainant” means a person who has made a <u>complaint</u>;</p> <p>(hi) “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>(j) “Consumer Advocacy Bodies” means Citizens Advice, Citizens Advice Scotland and the General Consumer Council for Northern Ireland;</p> <p>(i) “document exchange” 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 exchange mail network;</p> <p>(j) “express and secured service” 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> <p style="padding-left: 40px;">i. a guarantee for delivery by a certain time or date;</p> <p style="padding-left: 40px;">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;</p> <p>(k) “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;</p> <p>(kl) “intended operator” means the <u>regulated postal operatorrelevant postal operator</u> which, in accordance with arrangements agreed between that <u>regulated postal operatorrelevant postal operator</u> and its customer, is responsible for the conveyance and delivery of the <u>Relevant Code Lettersrelevant letters</u>;</p> <p>(lm) “intermediary postal operator” 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</p>
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intended recipients of the postal packets 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;

- (n) ~~“Letter”~~ has the meaning ascribed to it in the Act but excludes parcels;
- (m) ~~“Miscollected Code Letters”~~ **“miscollected letters”** means Code Letters relevant letters which have been collected in error by a regulated postal operator relevant postal operator which is not the intended operator;
- (np) ~~“Misdirected Code Letters”~~ **“misdirected letters”** means Code Letters relevant letters, other than Miscollected Code Letters miscollected letters (but, for the avoidance of doubt, including Mispasted Code Letters mispasted letters), which have entered the postal facilities of a regulated postal operator relevant postal operator which is not the intended operator in respect of those Code Letters relevant letters;
- (oq) ~~“Mispasted Code Letters”~~ **“mispasted letters”** means Code Letters relevant letters which due to customer error have entered the postal facilities of a regulated postal operator relevant postal operator which is not the intended operator in respect of those Code Letters relevant letters and which have not been delivered to the relevant addressee;
- (p) **“Postal Common Operational Procedures Agreement”** or **“the Agreement”** means the agreement known as the ‘Postal Common Operational Procedures Agreement’ which sets out the terms and conditions on which relevant postal operators are to treat misdirected letters and miscollected letters insofar as relevant postal operators do not have alternative arrangements in place in accordance with CP 2.2.2;
- (or) **“Postal Common Operational Procedures Code”** or **“the Code”** means the Code of Practice in section 3 of this Condition;
- (qs) **“postal facilities”** means the physical and human resources deployed by a regulated postal operator relevant postal operator (and, where relevant, by its contractors and agents) for the purpose of providing postal services;
- (t) ~~“postal packet”~~ has the meaning ascribed to it in the Act but excludes parcels;
- (u) ~~“Prohibited Code Letters”~~ means ~~any postal packet (including parcels) which contains items and/or material prohibited or restricted by the Scheme;~~
- (rv) **“public holiday”** means Christmas Day, Good Friday and a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom;
- (sw) **“receiving operator”** means the regulated postal operator relevant postal operator whose postal facilities the Relevant Code Letters relevant letters (in respect of which it is not the intended operator) have entered;

~~(x) “regulated postal operator” means a postal operator which provides services in relation to which, had those services been carried out prior to the appointed day, it would have been required to hold a licence under the Postal Services Act 2000;~~

~~(y) “relevant code letters” means Miscollected Code Letters or Misdirected Code Letters, as the case may be;~~

~~(z) “regulatory condition” means any condition of authorisation set by OFCOM under the Act;~~

~~(t) “relevant letter” means a postal packet 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;~~

~~(u) “relevant postal operator” means a postal operator that provides a relevant postal service;~~

~~(v) “relevant postal service” means a service of conveying relevant letters from one place to another by post and the incidental services of receiving, collecting, sorting and delivering relevant letters, excluding:~~

- ~~i. services for which the postal operator has not received any payment, reward, profit or advantage with respect to the conveyance of the relevant letters;~~
- ~~ii. services provided by a charity which comprise solely the collection, conveyance and delivery of Christmas cards;~~
- ~~iii. express and secured services;~~
- ~~iv. services consisting of the conveyance of relevant letters within a closed user group network;~~
- ~~v. services provided while acting in the capacity of an intermediary postal operator; and~~
- ~~vi. services consisting of conveying relevant letters, 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.~~

~~(aa) “Royal Mail” means Royal Mail Group Limited (registered number 4138203);~~

~~(bb) “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);~~

~~(wee) “sender” in relation to any letter or other communication, means the person whose communication it is;~~

~~(x) “USP Access Agreement” means an agreement under which the universal service provider provides access to its postal network in accordance with requirements set out in a condition imposed under section 38 of the Act.~~

	<p>(dd) “voluntary code letter” means any postal packet (other than a prohibited code letter) which is not a Code Letter for the purposes of paragraph (b) of the definition of Code Letter but which is no larger than 460mm by 610mm by 460mm (or, if a tubular postal packet, the length plus twice the diameter does not exceed 1040mm with a maximum length of 900mm), and no heavier than 2kg.</p> <p>(y) “working day” means any day which is not a Saturday, a Sunday or a public holiday.</p>
CP 2.1.3	<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 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 Act⁵;</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> <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 public holidays.</p>

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

CP 2.2.1	<p>Unless <u>OFCOM</u> otherwise consent, each regulated postal operator<u>relevant postal operator</u> shall comply with the <u>Postal Common Operational Procedures Code</u>.</p>
CP 2.2.2	<p>Unless <u>OFCOM</u> otherwise consent, a regulated postal operator<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:</p> <p>(a) it is consistent with, and deals with matters not provided for in, the terms and conditions of any Access Agreement, Intermediary Agreement, USP Access Agreement or Access Code to which the regulated postal operator is a party; and</p> <p>(b) the regulated postal operator<u>relevant postal operator</u> has not established alternative arrangements with other regulated postal</p>

⁵ ~~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>operator<u>relevant postal operators</u> relating to the treatment of misdirected mail<u>misdirected letters</u> and miscollected mail<u>miscollected letters</u> which are consistent with the <u>Code Objectives</u>.</p>
CP 2.2.3	<p>Unless <u>OFCOM</u> otherwise consent, a regulated postal operator<u>relevant 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>.</p>
CP 2.2.4	<p>If a <u>relevant postal operator</u> is nominated by <u>OFCOM</u> by a 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>, that relevant postal operator shall perform the functions of that office in an efficient, timely, impartial and professional manner, subject to reimbursement by OFCOM of the costs reasonably incurred in the discharge of those functions.</p>
CP 2.2.5	<p>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:</p> <p>(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</p> <p>(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.</p> <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 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</p>

	<p>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><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.</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>Consumer Advocacy Bodies</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~~ 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 Code Letters~~ miscollected letters and ~~Misdirected Code Letters~~ 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 Code Letters relevant letters made to a ~~regulated postal operator~~ relevant postal operator which is not the ~~regulated postal operator~~ 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 ~~regulated postal operator~~ 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 ~~regulated postal operator~~ relevant postal operators. Compliance is obligatory for all ~~regulated postal operator~~ relevant postal operators in accordance with regulatory conditions ~~this condition~~ CP 2.

CP 2.3.4 ~~Regulated postal operator~~ 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 ~~Regulated postal operator~~ 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 operator~~ relevant postal operators, ~~regulated postal operator~~ 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 ~~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~~ Each relevant 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~~ relevant 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~~The universal service provider will be taken to have satisfied its obligations under CP 2.3.6(a) if a Code Letter ~~relevant letter~~ in respect of which ~~Royal Mail~~ the universal service provider is the intended operator bears:

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

CP 2.3.8 In relation to all other Code Letters ~~relevant letters~~ in respect of which ~~the universal service provider~~ Royal Mail is the intended operator which do not meet the requirements of CP 2.3.7, ~~the universal service provider~~ 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 ~~misdirected letters~~

CP 2.3.913 ~~Regulated postal operators~~ Relevant postal operators must take all reasonable steps to ensure that Misdirected Code Letters ~~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 2.3.1014 ~~Regulated postal operators~~ 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 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 2.3.1145 Relevant 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 2.3.1246 Relevant postal operators may not charge for returning the relevant Miscollected Code Letters in accordance with CP 2.3.15.

Customer Service Enquiries

CP 2.3.1347 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 2.3.1448 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 Code Letter, the relevant 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 operator 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.~~

Obligation to keep records

CP 2.3.20 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 2.3.21 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.

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
<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>