

Annex 12

Statutory Notification: proposed modification of the USP access condition

NOTIFICATION OF PROPOSALS TO MODIFY REGULATORY CONDITIONS IN ACCORDANCE WITH SECTION 38 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 on the universal service provider of a USP access condition to make provision for matters set out in section 38 and Schedule 3 of the Postal Services Act 2011 (the “**Act**”).
- (B) On 26 February 2013, following consultation, Ofcom published a statement entitled ‘*Modification to the control preventing Royal Mail margin squeeze Statement: Removal of unrecoverable VAT from the calculation of downstream costs in USPA6.4*’². Also on 26 February 2013, Ofcom separately published a notification entitled ‘*Modification to the Royal Mail margin squeeze control: Statutory Notification of change to USP Access Condition 6*’³ in which Ofcom set out its decision to modify the USP access condition (the “**2013 Modification**”). In Schedule 1 to the 2013 Modification, Ofcom published a marked-up version of that condition showing the modifications made to its paragraph 6.4. A clean copy of the condition containing those modifications was published in Schedule 2 to the 2013 Modification (the “**USPA Condition**”). In paragraph 1.7 of the 2013 Modification, Ofcom stated that this revised version replaced the previous published version notified on 27 March 2012 and took effect when this notification was published.

PROPOSAL

1. OFCOM hereby proposes, in accordance with section 38 of, and paragraph 3 of Schedule 6 to, the Act and pursuant to powers and duties in section 38 of the Act, to revoke the USPA condition and replace it with a new USP access condition to make provision about matters set out in section 38 of, and Part 1 of Schedule 3 to, the Act.
2. The proposed new USP access condition is specified in the Schedule, marked up against the existing condition to show the changes which are proposed, as highlighted in red text.

¹ <http://stakeholders.ofcom.org.uk/binaries/consultations/review-of-regulatory-conditions/statement/statement.pdf>

² http://stakeholders.ofcom.org.uk/binaries/consultations/royal-mail-margin-squeeze/statement/Statement_on_modification_to_USPA6.pdf

³ http://stakeholders.ofcom.org.uk/binaries/consultations/royal-mail-margin-squeeze/statement/Change_to_USPA_6_Statutory_Notification.pdf

3. The effect of, and OFCOM's reasons for making, this proposal are set out in the accompanying consultation document.

Ofcom's duties and legal tests

4. OFCOM is satisfied that this proposal satisfies the general test in paragraph 1 of Schedule 6 to this Act.
5. In making this proposal, OFCOM have considered and acted in accordance with their principal duty in section 29 of the Act and their 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 August 2016.
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—
 - (a) considered every representation about the proposal that is made to OFCOM within the period specified in this Notification; and
 - (b) 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 the USPA Condition (as relevant).
10. In this Notification—
 - (a) “**2012 Statement**” has the meaning given to it in recital (A) to this Notification;
 - (b) “**2013 Modification**” has the meaning given to it in recital (C) to this Notification;
 - (c) “**Act**” means the Postal Services Act 2011 (c.5);
 - (d) “**USPA Condition**” means USP access condition referred to in recital (B) to this Notification as modified and replaced by the 2013 Modification; and
 - (e) “**Royal Mail**” means Royal Mail Group Ltd, whose registered company number in England and Wales is 04138203.

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

25 May 2016

Schedule

Proposed revised USP Access Condition

USP ACCESS CONDITION

I. USP access condition for D+2 Access

1. Application, definitions and interpretation

USPA 1.1	This USP access condition (“ USPA Condition ”) shall apply to <u>Royal Mail</u> as the <u>universal service provider</u> designated by <u>OFCOM</u> .
USPA 1.2	This <u>USPA Condition</u> shall apply to <u>access</u> to the <u>universal service provider’s postal network</u> at the <u>Inward Mail Centre (“IMC”)</u> for the purposes of providing <u>D+2 and later than D+2 Letters and Large Letters services (“D+2 Access”)</u> .
USPA 1.3	<p>In this <u>USPA Condition</u>—</p> <p>(a) “Act” means the Postal Services Act 2011 (c.5);</p> <p>(b) “access” means giving a person access to a provider’s <u>postal network</u>, including giving that person an entitlement to use, be provided with or become a party to any services, facilities or arrangements comprised in the postal network;</p> <p>(c) “Access Terms and Conditions Change Notice” has the meaning given to it in USPA 7;</p> <p>(d) “Costing Manual” has the meaning given to it in USP accounting condition 1.1.2(f);</p> <p>(e) “D+2 Access Operator” means a <u>postal operator</u> or a user of <u>postal services</u> which has or seeks <u>D+2 Access</u> to the <u>universal service provider’s postal network</u>;</p> <p>(f) “D+2 Access” means <u>access</u> to the <u>universal service provider’s postal network</u> at the <u>IMC</u> for the purposes of providing <u>D+2 and later than D+2 Letters and Large Letters services</u>;</p> <p>(g) “D+2 Access Contract” means a contract entered into by the <u>universal service provider</u> and another <u>postal operator</u> or a user of <u>postal services</u> for the provision by the <u>universal service provider</u> of <u>D+2 Access</u>;</p> <p>(h) “D+2 and later than D+2 Letters and Large Letters services” means retail services that aim to deliver two <u>working days</u> (or later) after collection from the sender,</p>

also known as a day C service, or later.

- (i) **“Directed Adjustments”** means those adjustments to the Relevant Upstream Costs that OFCOM direct the universal service provider to make in order to address differences between the universal service provider’s upstream operations and D+2 Access Operators with regards to accessing the universal service provider’s network;
- (j) **“Downstream Costs”** means the costs, as calculated in accordance with Royal Mail’s Costing Manual, of downstream activities which are the activities relating to the conveyance of mail items from the IMC to the final destination;
- (k) **“Inward Mail Centre”** or **“IMC”** means the part of the mail centre in which the activities related to the processes of final sorting for delivery (in that mail centre’s catchment area) of mail received from the upstream part of Royal Mail’s network, or from other postal operators, to the final addresses take place. The upstream part of Royal Mail’s network consists of the processes related to collection and distribution of mail;
- (l) **“Letters”** means any item up to length 240mm, width 165mm, thickness 5mm, and weighing no more than 100g;
- (m) **“Large Letters”** means any item larger than a Letter and up to length 353mm, width 250mm, thickness 25mm, and weighing no more than 750g;
- (n) **“public holiday”** includes, in relation to a particular territory, any day in relation to which OFCOM has by direction stated that exceptional circumstances require it to be treated as a public holiday;
- (o) **“Regulatory condition”** means any condition of authorisation set by OFCOM under the Act;
- (p) **“Related person”** means
 - (i) in relation to an undertaking within the meaning of section 1161 of the Companies Act 2006 (“the principal undertaking”), a parent or subsidiary undertaking of the principal undertaking or a subsidiary undertaking of a parent undertaking of the principal undertaking, in each case within the meaning of section 1162 of the Companies Act 2006; and
 - (ii) in relation to any person (including such an undertaking), a connected person of that person within the meaning of section 286 of the Taxation of Chargeable Gains Act 1992;
- (q) **“Relevant Access Service”** means access services which have attributes which are all or substantially all equivalent to the inward processing and delivery attributes of the Relevant Retail Services;

- (r) **“Relevant Contracts”** means contracts for Relevant Retail Services which are on terms other than those both published by Royal Mail and generally available to all customers meeting specified criteria;
- (s) **“Relevant Downstream Costs”** has the meaning given to it in USPA 6 below;
- (t) **“Relevant Downstream Revenue”** has the meaning given to it in USPA 6 below;
- (u) **“Relevant End to End Costs”** has the meaning given to it in USPA 6 below;
- (v) **“Relevant End to End Revenue”** has the meaning given to it in USPA 6 below;
- (w) **“Relevant Period”** means, for the purposes of USPA 6, the financial reporting period most closely aligned with the twelve month period starting on 1 April in every year;
- (x) **“Relevant Retail Services”** means all Second Class Mailsort and Second Class Walksort services, and any current, new or successor retail services that are substantially similar services, offered by Royal Mail. Royal Mail shall notify OFCOM from time to time of any changes to the group of services that fall within the definition of Relevant Retail Services. OFCOM reserve the right to direct Royal Mail to include any services within that group which it reasonably considers fall within the definition of Relevant Retail Services and to exclude any services from that group which it reasonably considers fall outside the scope of that definition;
- (y) **“Relevant Upstream Costs”** has the meaning given to it in USPA 6 below;
- (z) **“Relevant Upstream Revenue”** has the meaning given to it in USPA 6 below;
- (aa) **“Royal Mail”** means Royal Mail Group Limited, whose registered company number in England and Wales is 04138203;
- (bb) **“Standard Terms and Conditions”** means such terms and conditions that are common to all D+2 Access Contracts or, where D+2 Access Contracts are individually negotiated, such standard terms and conditions that are appended to such D+2 Access Contracts;
- (cc) **“Statement of Notice”** has the meaning given to it in USPA 7.5 below;
- (dd) **“Statement of Process”** has the meaning given to it in USPA 4 below;

	<p>(ee) “USPA Condition” means a USP access condition imposed on the <u>universal service provider</u> under section 38 of the <u>Act</u>;</p> <p>(ff) “Working day” means any day which is not a Sunday or a <u>public holiday</u>.</p>
USPA 1.4	<p>For the purpose of interpreting this <u>USPA Condition</u>—</p> <p>(a) except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in USPA 1.3 above and otherwise any word or expression shall have the same meaning as it has been ascribed for the purpose of Part 3 of the <u>Act</u>;</p> <p>(b) headings and titles shall be disregarded;</p> <p>(c) expressions cognate with those referred to in this Notification shall be construed accordingly; and</p> <p>(d) the Interpretation Act 1978 (c. 30) shall apply as if the Condition set out in this Condition were an Act of Parliament.</p>

2. Requirement to provide D+2 Access on reasonable request

USPA 2.1	Where a <u>D+2 Access Operator</u> reasonably requests in writing <u>D+2 Access</u> , the <u>universal service provider</u> shall provide that <u>D+2 Access</u> . The <u>universal service provider</u> shall also provide such <u>D+2 Access</u> as <u>OFCOM</u> may from time to time direct.
USPA 2.2	The provision of <u>D+2 Access</u> in accordance with USPA 2.1 above shall occur as soon as it is reasonably practicable.
USPA 2.3	The <u>universal service provider</u> must comply with any direction given by <u>OFCOM</u> from time to time under this Condition.

3. Requirement for fair and reasonable terms, conditions and charges

USPA 3.1	The provision of <u>D+2 Access</u> in accordance with USPA 2.1 above and pursuant to any existing <u>D+2 Access Contract</u> shall be provided on fair and reasonable terms, conditions and charges and on such terms, conditions and charges as <u>OFCOM</u> may from time to time direct.
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4. Requests for D+2 Access or variations to existing D+2 Access Contracts

USPA 4.1	<p>The <u>universal service provider</u> shall, for the purposes of transparency, publish a reasonable statement of the processes that will apply to requests for <u>D+2 Access</u> and variations to existing <u>D+2 Access Contracts</u> made to it (a "Statement of Process"). Such <u>Statement of Process</u> shall include:</p> <ul style="list-style-type: none">(a) the form in which such a request should be made;(b) the information that the <u>universal service provider</u> reasonably requires in order to consider a request for new <u>D+2 Access</u> or a variation to existing <u>D+2 Access</u>; and(c) the reasonable time-scales in which such requests will be handled by the <u>universal service provider</u>. <u>In respect of a request for new D+2 Access for which the universal service provider already provides substantially similar Relevant Retail Services, the timescales in which such requests will be handled must be no more than [6 weeks] after the date of receipt of the written request from the D+2 Access Operator except in cases where exceptional circumstances mean that it is not reasonably practicable for the universal service provider to handle the request within that timescale.</u>
USPA 4.2	<p>The <u>universal service provider</u> shall publish the <u>Statement of Process</u> described at USPA 4.1 above within three months of the date that this <u>USPA Condition</u> enters into force following a consultation with <u>OFCOM</u> and with <u>D+2 Access Operators</u>. The <u>universal service provider</u> shall keep the <u>Statement of Process</u> under review and consult with <u>OFCOM</u> and <u>D+2 Access Operators</u> before making any amendments to the <u>Statement of Process</u>. The provisions set out in the <u>Statement of Process</u> (as amended from time to time) will apply to all requests for <u>D+2 Access</u> or variations to existing <u>D+2 Access Contracts</u> subject to any direction by <u>OFCOM</u> as to the terms of those provisions or the manner in which they are to apply.</p>
USPA 4.3	<p>The <u>universal service provider</u> shall, upon reasonable request from a <u>D+2 Access Operator</u> considering making a request for <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>, provide that <u>D+2 Access Operator</u> with such information as is reasonably necessary to enable that <u>D+2 Access Operator</u> to make a request for <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>. Such information is to be provided within a reasonable period.</p>
USPA 4.4	<p>On receipt of a written request for <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>, the <u>universal service provider</u> shall deal with the request in accordance with the <u>Statement of Process</u> described at USPA 4.1 above. A modification of a request for <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u> which has previously been submitted to the <u>universal service provider</u>, and rejected by the <u>universal service provider</u>, shall be considered as a new request.</p>

5. Requirement not to unduly discriminate and restriction on use of information obtained in connection with giving access

USPA 5.1	The <u>universal service provider</u> shall not unduly discriminate against particular persons or against a particular description of persons in relation to matters connected with <u>D+2 Access</u> .
USPA 5.2	In this Condition, the <u>universal service provider</u> may be deemed to have shown undue discrimination if it unfairly favours to a material extent an activity carried on by it so as to place at a competitive disadvantage persons competing with the <u>universal service provider</u> .
USPA 5.3	<p>Subject to USPA 5.4, the <u>universal service provider</u> shall use all reasonable endeavours to secure that no information in the possession of the <u>universal service provider</u> as a result of giving <u>access</u> to its <u>postal network</u> under any <u>USPA Condition</u> to other persons –</p> <ul style="list-style-type: none"> (a) is disclosed for the benefit of or used for the purpose of any trading business conducted by the universal service provider; or (b) is disclosed for the benefit of or used for the purpose of any trading business conducted by any related person of the universal service provider.
USPA 5.4	<p>USPA 5.3 shall not apply in so far as -</p> <ul style="list-style-type: none"> (a) OFCOM may consent in writing, (b) every person to whom the information relates has consented in writing to its disclosure or use as mentioned in USPA 5.3, (c) the disclosure is to, or the use is by, a person who – <ul style="list-style-type: none"> i. is acting as an agent of the <u>universal service provider</u> for the provision of <u>postal services</u> to the person to whom <u>access</u> has been given and only for that purpose; ii. is engaged by the <u>universal service provider</u> for the purpose of the <u>universal service provider</u>'s business as a <u>postal operator</u> and has access to the information only for that purpose; and iii. is restricted by contract with the <u>universal service provider</u> from making any further disclosure or use of the information; or (d) the information has been published or is required to be disclosed in pursuance of any other regulatory condition to which the universal service provider is subject; or

	(e) the information is in the public domain otherwise than in consequence of a contravention of any regulatory condition to which the universal <u>service provider</u> is subject.
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6. Control to prevent price squeeze

USPA 6.1	<p>Unless <u>OFCOM</u> direct otherwise, the <u>universal service provider</u> shall in setting prices be subject to the requirement to take all reasonable steps to ensure that it:</p> <p>(a) maintains a minimum margin between the retail prices of the Relevant Retail Services and the access charges for the Relevant Access Services during the Relevant Period in accordance with USPA 6.2 to USPA 6.5 below; and</p> <p>(b) maintains a minimum margin in relation to every individual contract between the retail price of the Relevant Retail Service and the access charge for the Relevant Access Service during the Relevant Period in accordance with USPA 6.2 to USPA 6.5 below.</p>
USPA 6.2	<p>In order to satisfy the requirements in USPA 6.1(a) and (b) to maintain a minimum margin, the <u>universal service provider</u> must have a reasonable expectation that:</p> <p>(a) <u>Relevant Upstream Revenue</u> will be no less than <u>Relevant Upstream Costs</u> for the <u>Relevant Period</u>; and</p> <p>(b) the <u>Relevant Upstream Revenue</u> for each individual contract for any <u>Relevant Retail Service(s)</u> will be equal to or more than 50% of the <u>Relevant Upstream Cost</u> for that individual contract for the <u>Relevant Period</u>.</p>
USPA 6.3	<p><u>Relevant Upstream Revenue</u> should be calculated by deducting <u>Relevant Downstream Revenue</u> from <u>Relevant End to End Revenue</u> where:</p> <p>(a) <u>Relevant End to End Revenue</u> is the revenue that the <u>universal service provider</u> earns from the supply of <u>Relevant Retail Services</u> during the <u>Relevant Period</u>; and</p> <p>(b) <u>Relevant Downstream Revenue</u> is calculated by multiplying the average price per unit charged by the <u>universal service provider</u> for <u>Relevant Access Services</u> by volume during the <u>Relevant Period</u>.</p>
USPA 6.4	<p><u>Relevant Upstream Costs</u> should be calculated by deducting <u>Relevant Downstream Costs</u> from <u>Relevant End to End Costs</u> where:</p> <p>(a) <u>Relevant Downstream Costs</u> are the costs attributed to the provision of <u>Relevant Access Services</u> as calculated in</p>

	<p>accordance with <u>Royal Mail's Costing Manual</u>, subject to <u>Directed Adjustments</u> that <u>OFCOM</u> may direct from time to time; and</p> <p>(b) <u>Relevant End to End Costs</u> are the total costs of providing the <u>Relevant Retail Services</u> on an end to end basis as calculated in accordance with <u>Royal Mail's Costing Manual</u>.</p> <p>Unless <u>OFCOM</u> otherwise direct, the value of <u>Directed Adjustments</u> shall be zero.</p> <p>In calculating 6.4(a) and 6.4(b) the <u>universal service provider</u> should exclude <u>Downstream Costs</u> to the extent that those <u>Downstream Costs</u> relate to activities which are common to both <u>Relevant Access Services</u> and <u>Relevant Retail Services</u> or are incurred in a directly comparable manner between <u>Relevant Access Services</u> and <u>Relevant Retail Services</u>.</p>
USPA 6.5	The <u>Relevant Period</u> during which the minimum margin referred to in USPA 6.1(a) and 6.1(b) above shall be maintained is twelve months.
USPA 6.6	The <u>universal service provider</u> shall set prices for the <u>Relevant Retail Services</u> and the <u>Relevant Access Services</u> at the start of each <u>Relevant Period</u> or at any point within the <u>Relevant Period</u> on the basis of a forecast of the costs and volumes for that period.
USPA 6.7	<p>The <u>universal service provider</u> shall be required to provide the following information at the start of the first <u>Relevant Period</u> and thereafter on a quarterly basis:</p> <p>(a) Details of forecast and actual <u>Relevant Upstream Costs</u> and <u>Relevant Upstream Revenues</u> for the <u>Relevant Period</u>;</p> <p>(b) With respect to each <u>Relevant Contract</u> for <u>Relevant Retail Services</u> that the <u>universal service provider</u> has entered into during the previous quarter or that has been materially amended during that quarter, the following information:</p> <ol style="list-style-type: none"> i. prices; ii. volumes; iii. date that the <u>Relevant Contract</u> was signed or most recently materially amended; <p>length of the <u>Relevant Contract</u> if applicable; and</p> <p>(c) such other information as <u>OFCOM</u> considers necessary in order to enable it to ensure compliance with the requirements of USPA 6.</p>

7. Requirement to publish and notify charges, terms and conditions

USPA 7.1	Except in so far as <u>OFCOM</u> may otherwise consent in writing, the <u>universal service provider</u> shall publish and notify charges, terms and conditions and act in the manner set out below.
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USPA 7.2	<p>The <u>universal service provider</u> shall:</p> <ul style="list-style-type: none"> (a) publish a set of the current <u>Standard Terms and Conditions</u> in such manner as will ensure reasonable publicity for them within one month of the date that this <u>USPA Condition</u> enters into force; and (b) thereafter ensure that the set of <u>Standard Terms and Conditions</u> that has been made publicly available is updated promptly following any amendments that are made to the <u>Standard Terms and Conditions</u>.
USPA 7.3	<p>The <u>universal service provider</u> shall be subject to the following publication and notification requirements for any amendments to its charges for the provision of <u>D+2 Access</u>:</p> <ul style="list-style-type: none"> (a) The <u>universal service provider</u> shall send to every person with which it has entered into a <u>D+2 Access Contract</u> a written notice of any amendment to the charges under the <u>D+2 Access Contract</u>. The <u>universal service provider</u> shall provide a minimum of ten weeks' notice of any amendments to such charges or any other shorter period of notice agreed between the <u>universal service provider</u> and <u>D+2 Access Operators</u> in respect of the particular amendment to the charges which is due to take effect; and (b) At the same time as the <u>universal service provider</u> sends the written notice of amendments to charges, it shall publish the amendments to those charges in such manner as will ensure reasonable publicity for them; and (c) For the avoidance of doubt, any term or condition of the <u>Standard Terms and Conditions</u> which purports to provide for general agreement between the <u>universal service provider</u> and the <u>D+2 Access Operators</u> to a shorter period for prior notice of any future amendments to its charges shall not be deemed to constitute an agreement to a notice period shorter than ten weeks before the amendment is due to take effect for the purposes of USPA 7.3(a).
USPA 7.4	<p>The <u>universal service provider</u> shall be subject to the following publication and notification requirements for any amendments to the <u>Standard Terms and Conditions</u> other than amendments to charges:</p> <ul style="list-style-type: none"> (a) Where amendments to the <u>Standard Terms and Conditions</u> have been made with the prior consent of the <u>D+2 Access Operators</u>, the <u>universal service provider</u> shall publish those amendments in such manner as will ensure reasonable publicity for them. Such publicity shall take place no less than ten weeks before the date on which the amendment is due to take effect or any other shorter period prior to that date agreed between the <u>universal service provider</u> and <u>D+2 Access</u>

	<p><u>Operators</u> in respect of the particular amendment which is due to take effect; and</p> <p>(b) Where amendments to the <u>Standard Terms and Conditions</u> do not require the prior consent of the <u>D+2 Access Operators</u>, the <u>universal service provider</u> shall:</p> <p>(i) provide every <u>D+2 Access Operator</u> with which it has entered into a <u>D+2 Access Contract</u> a written notice of the amendment to the <u>Standard Terms and Conditions</u> (an “Access Terms and Conditions Change Notice”);</p> <p>(ii) provide sufficient notice of the amendment to the <u>Standard Terms and Conditions</u> as set out in the <u>Access Terms and Conditions Change Notice</u> as meets the reasonable needs of access users; and</p> <p>(iii) publish those amendments in such manner as will ensure reasonable publicity for them. Such publication shall take place no less than ten weeks before the date on which the amendment is due to take effect or any other shorter period prior to that date agreed between the <u>universal service provider</u> and <u>D+2 Access Operators</u> in respect of the particular amendment which is due to take effect; and</p> <p>(c) For the avoidance of doubt, any term or condition of the <u>Standard Terms and Conditions</u> which purports to provide for general agreement between the <u>universal service provider</u> and the <u>D+2 Access Operators</u> to a shorter period for prior publication of any future amendments to those <u>Standard Terms and Conditions</u> shall not be deemed to constitute an agreement to a notice period shorter than ten weeks before the amendment is due to take effect for the purposes of USPA 7.4(a) or USPA 7.4(b)(iii).</p>
USPA 7.5	<p>For the purposes of determining what a sufficient period of notice is, the <u>universal service provider</u> shall be required to publish a statement within one month of the date that this <u>USPA Condition</u> enters into force setting out the different periods of notice that will apply to the different categories of <u>Standard Terms and Conditions</u> that it is entitled to amend without the prior consent of <u>D+2 Access Operators</u> (a “Statement of Notice”). Where the <u>universal service provider</u> amends the periods of notice set out in the <u>Statement of Notice</u>, it shall take into account the reasonable needs of <u>D+2 Access Operators</u> and shall provide one month’s notice of any such amendments. <u>OFCOM</u> reserve the right to direct the <u>universal service provider</u> to amend the period of notice for any category of amendment to <u>Standard Terms and Conditions</u>.</p>
USPA 7.6	<p>The <u>universal service provider</u> shall ensure that an <u>Access Terms and Conditions Change Notice</u> includes:</p> <p>(a) a description of the <u>Standard Terms and Conditions</u> that are the subject of the amendment(s);</p>

	<p>(b) the date on which, or the period for which, the amendment(s) to the <u>Standard Terms and Conditions</u> will take effect (the “effective date”); and</p> <p>(c) the current and proposed new <u>Standard Terms and Conditions</u> affected by the amendment(s).</p>
USPA 7.7	The <u>universal service provider</u> shall not apply any new <u>Standard Term and Condition</u> identified in an <u>Access Terms and Conditions Change Notice</u> before the effective date.
USPA 7.8	<p>The <u>universal service provider</u>’s obligations for prior notification and publication set out in this USPA 7 will not apply:</p> <p>(a) where the new or amended charges or terms and conditions are directed or determined by <u>OFCOM</u> or are required by a notification or enforcement notification issued by <u>OFCOM</u> under Schedule 7 of the <u>Act</u>; or</p> <p>(b) to any amendments to charges, terms or conditions that have been individually negotiated between the <u>universal service provider</u> and an individual <u>D+2 Access Operator</u>.</p>

8. Quality of service

USPA 8.1	The <u>universal service provider</u> shall publish all such information as is reasonably necessary for the purposes of securing transparency as to the quality of service in relation to <u>D+2 Access</u> provided by the <u>universal service provider</u> in an appropriate manner and form, or as <u>OFCOM</u> may otherwise direct.
USPA 8.2	The <u>universal service provider</u> shall comply with any direction <u>OFCOM</u> may make from time to time under USPA 8.1.

Table of terms defined in the Act

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

<i>Defined term</i>	<i>Section of the Act</i>
<i>OFCOM</i>	<i>s.90</i>
<i>postal network</i>	<i>s.38(3)</i>
<i>postal operator</i>	<i>s.27(3)</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>