

A8. Statutory Notification: Modification of the Universal Service Provider Access Condition (the “Notification”)

Notification of modifications to the Universal Service Provider Access Condition pursuant to section 38 of, and in accordance with section 53 of, and Schedule 6 to, the Postal Services Act 2011

Background

- A8.1 On 1 October 2011, responsibility for postal regulation transferred to Ofcom under the Postal Services Act 2011 (the “Act”). Ofcom subsequently imposed on Royal Mail, as the designated universal service provider, the Universal Service Provider Access Condition (“USPA”) to make provision for matters set out in section 38 of and Schedule 3 to the Act. The USPA requires Royal Mail to grant access to its network subject to various conditions such as fair and reasonable terms, as well as a margin squeeze control.
- A8.2 Ofcom subsequently made several modifications to the USPA,^{1 2 3} including on 5 March 2021 to include the provision of an access service which aims to deliver letters within five working days after collection by the access operator from the customer (called “D+5 Access”).⁴ Ofcom made several other modifications to the USPA to support the provision of the new D+5 Access service. The current USPA has been in force since 5 April 2021 (the “Existing USPA”).⁵
- A8.3 On 24 January 2024, Ofcom published a Call for Input (“CFI”) titled ‘*The future of the universal postal service*’,⁶ setting out evidence that suggests the universal service needs to change to better align with the needs of consumers and to ensure it can continue to be affordable and sustainable in the future. Ofcom sought input from all interested parties to generate an informed public debate on how the universal service should be modernised for the future.

¹ Ofcom, 2013. [Modification to the control preventing Royal Mail margin squeeze – Removal of unrecoverable VAT from the calculation of downstream costs in USPA6.4.](#)

² Ofcom, 2017. [Review of the Regulation of Royal Mail.](#)

³ Ofcom, 2018. [Amendments to the Universal Service Provider Access Condition in relation to the margin squeeze control.](#)

⁴ Ofcom, 2021. [Modifications of the USP Access Condition for regulating access to Royal Mail’s postal network.](#)

⁵ [Universal Service Provider Access Condition.](#)

⁶ Ofcom, 2024. [The future of the universal postal service – Call for Input.](#)

- A8.4 On 5 September 2024, Ofcom published the document '*Future of the universal postal service - Summary of responses to our Call for Input and next steps*'⁷ that summarised the responses received to the CFI.
- A8.5 On 30 January 2025, Ofcom published a consultation entitled '*Review of the universal postal service and other postal regulation*', which included at Annex 9 a notification of Ofcom's proposals to modify the USPA (the "**January 2025 Notification**"). A copy of the January 2025 Notification was sent to the Secretary of State, in accordance with paragraph 5(1)(a) of Schedule 6 to the Act.
- A8.6 Ofcom invited representations about the proposals set out in the January 2025 Notification by 10 April 2025. Ofcom received responses from 7,072 stakeholders, and considered every such response in reaching the decisions set out below. In accordance with paragraph 3(5) of Schedule 6 to the Act, Ofcom has made the decisions set out below to give effect to its proposals set out in the January 2025 Notification, with some modifications (the nature of which are explained in the accompanying statement). The Secretary of State has not notified Ofcom of any international obligation of the United Kingdom for the purpose of Ofcom giving effect to those proposals.

Decisions

- A8.7 Ofcom hereby decides, in accordance with section 53 of, and Schedule 6 to, the Act, and pursuant to its powers under section 38 of the Act, to make modifications to the Existing USPA.
- A8.8 The modifications to the Existing USPA are specified in the Schedules to this Notification:
- a) Schedule 1 is marked up against the Existing USPA to show the changes to its substance. Additions are shown in red text and yellow highlight. Deletions are shown in struck through text and yellow highlight.
 - b) To ensure accessibility, Schedule 2 contains a table setting out the modifications.
- For the avoidance of doubt, the modifications contained in each Schedule are identical.
- A8.9 These modifications take effect on 28 July 2025. A clean version of the modified USPA (i.e. without any markings) will be uploaded to Ofcom's website on that date.
- A8.10 The effect of, and Ofcom's reasons for making, these modifications are set out in the accompanying statement.

Ofcom's duties and legal tests

- A8.11 Ofcom is satisfied that these modifications satisfy the general test in paragraph 1 of Schedule 6 to the Act, that it is appropriate for the purposes specified in section 38(4) of the Act and that the conditions in section 38(5) are met. Ofcom has taken into account the factors in section 38(8) of the Act and has had regard to such other factors referred to in section 38 as are relevant to these modifications.
- A8.12 In making these modifications, Ofcom has also considered and acted in accordance with its duties under the Act, including its duty in section 29, and its general duties in the Communications Act 2003, including those in section 3.

⁷ Ofcom, 2024. [Future of the universal postal service – Summary of responses to our Call for Input and next steps](#).

A8.13 A copy of this Notification and the accompanying statement have been sent to the Secretary of State in accordance with paragraph 5(1)(a) of Schedule 6 to the Act and section 24A(1) of the Communications Act 2003.

Interpretation

A8.14 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 (as relevant).

A8.15 In this Notification—

- a) “**Act**” means the Postal Services Act 2011 (c.5);
- b) “**CFI**” means Ofcom’s Call for Input (“**CFI**”) titled ‘*The future of the universal postal service*’, published on 24 January 2024;
- c) “**Existing USPA**” means the version of the USPA in force as of 5 April 2021;
- d) “**January 2025 Notification**” means the statutory notification of the modifications Ofcom proposed to make to the Existing USPA, published on 30 January 2025;
- e) “**Ofcom**” means the Office of Communications;
- f) “**Royal Mail**” means Royal Mail Group Ltd, whose registered company number in England and Wales is 04138203, which is the current universal service provider for the purposes of section 38 of the Act; and
- g) “**USPA**” means the Universal Service Provider Access condition referred to at paragraph A8.1 of this Notification.

A8.16 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; and
- c) the Interpretation Act 1978 (c. 30) shall apply as if this Notification were an Act of Parliament.

Signed by



Fergal Farragher

Director of Post

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

10 July 2025

Schedule 1 to Annex A8 – Marked up version of the USPA condition with modifications

USP ACCESS CONDITION

D+2 ACCESS, D+3 ACCESS and D+5 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	<p>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 both—</p> <p>(a) D+2 and later than D+2 Letters and Large Letters services (“D+2 Access”); and</p> <p>(b) D+3 Access; and</p> <p>(c) D+5 and later than D+5 Letters services (“D+5 Access”).</p>
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 <u>postal network</u>;</p> <p>(ba) “Access Operator” means either a <u>D+2 Access Operator</u>, a <u>D+3 Access Operator</u> or a <u>D+5 Access Operator</u>, or <u>any combination of those both</u> (as may be the case);</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>(ea) “D+3 Access Operator” means a <u>postal operator</u> or a user of <u>postal services</u> which has or seeks <u>D+3 Access</u> to the <u>universal service provider’s postal network</u>;</p> <p>(eba) “D+5 Access Operator” means a <u>postal operator</u> or a user of <u>postal services</u> which has or seeks <u>D+5 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 a <u>D+2 Access Operator</u> providing <u>D+2 and later than D+2 Letters and Large Letters services</u> <u>retail services that aim to deliver Letters and Large Letters two working days (or later) after collection from the sender, for delivery by the universal service provider the next working day after the Letters and Large</u></p>

Letters were handed over by the D+2 Access Operator at the IMC;

(fa) **“D+3 Access”** means access to the universal service provider’s postal network at the IMC for the purposes of a D+3 Access Operator providing retail services that aim to deliver Letters and Large Letters within three weekdays (or later) after collection from the sender, for delivery by the universal service provider no later than the second weekday after the Letters and Large Letters were handed over by the D+3 Access Operator at the IMC. If the Letters and Large Letters were handed over on a Saturday, then handover shall be deemed to have occurred on the next weekday;

(fba) **“D+5 Access”** means access to the universal service provider’s postal network at the IMC for the purposes of a D+5 Access Operator providing D+5 and later than D+5 Letters Services—retail services that aim to deliver Letters within five weekdays (or later) after collection from the sender,—for delivery by the universal service provider on a working day that is no later than the next working day, fourth weekday after the Letters were handed over by the D+5 Access Operator at the IMC, but which day is no later than the fourth working day after such a handover. If the Letters were handed over on a Saturday, then handover shall be deemed to have occurred on the next weekday;

(g) **“D+2 Access Contract”** means a contract entered into by the universal service provider and another postal operator or a user of postal services for the provision by the universal service provider of D+2 Access;

(ga) **“D+3 Access Contract”** means a contract entered into by the universal service provider and another postal operator or a user of postal services for the provision by the universal service provider of D+3 Access;

(gba) **“D+5 Access Contract”** means a contract entered into by the universal service provider and another postal operator or a user of postal services for the provision by the universal service provider of D+5 Access;

(h) **~~(Intentionally left blank)“D+2 and later than D+2 Letters and Large Letters services”~~** means retail services that aim to deliver Letters and Large Letters two working days (or later) after collection from the sender, also known as a day G service, or later;

~~(ha)~~ **~~“D+5 and later than D+5 Letters services”~~** means retail services that aim to deliver Letters within five working days (or later) after collection from the sender;

(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 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

	<p>activities which are the activities relating to the conveyance of mail items from the <u>IMC</u> to the final destination;</p> <p>(k) “General Overheads” has the meaning given to it in the Regulatory Accounting Guidelines;</p> <p>(l) “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 <u>Royal Mail’s</u> network, or from other <u>postal operators</u>, to the final addresses take place. The upstream part of <u>Royal Mail’s</u> network consists of the processes related to collection and distribution of mail;</p> <p>(m) “Letters” means any item up to length 240mm, width 165mm, thickness 5mm, and weighing no more than 100g;</p> <p>(n) “Large Letters” means any item larger than a <u>Letter</u> and up to length 353mm, width 250mm, thickness 25mm, and weighing no more than 750g;</p> <p>(o) “public holiday” means Christmas Day, Good Friday or a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom, and, in relation to a particular territory, any day in relation to which <u>OFCOM</u> has by direction stated that exceptional circumstances require it to be treated as a public holiday;</p> <p>(p) “Regulatory Accounting Guidelines” means the Schedule to the Direction given by <u>OFCOM on 18 December 2017</u> under the USP Accounting Condition set by <u>OFCOM on 18 December 2017</u> (as amended from time to time);</p> <p>(q) “regulatory condition” means any condition of authorisation set by <u>OFCOM</u> under the <u>Act</u>;</p> <p>(r) “related person” means—</p> <p>(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</p> <p>(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;</p> <p>(s) “Relevant Access Service” means <u>access services which have attributes which are all or substantially all equivalent to the inward processing and delivery attributes of the Relevant Retail Services D+2 Access, D+3 Access, or D+5 Access, or any combination of those (as may be the case)</u>;</p> <p>(t) “Relevant Contracts” means contracts for <u>Relevant Retail Services</u> which are on terms other than those both published by <u>Royal Mail</u> and generally available to all customers meeting specified criteria;</p> <p>(u) “Relevant Downstream Revenue” has the meaning given to it in USPA 6 below;</p>
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	<p>(v) “Relevant End to End Revenue” has the meaning given to it in USPA 6 below;</p> <p>(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;</p> <p>(x) “Relevant Retail Services” has the meaning given to it in USPA 6.8;</p> <p>(y) “Relevant Upstream Costs” has the meaning given to it in USPA 6 below;</p> <p>(z) “Relevant Upstream Revenue” has the meaning given to it in USPA 6 below;</p> <p>(aa) “Royal Mail” means Royal Mail Group Limited, whose registered company number in England and Wales is 04138203;</p> <p>(bb) “Standard Terms and Conditions” means such terms and conditions that are common to—</p> <p>(i) all <u>D+2 Access Contracts</u> or, where <u>D+2 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+2 Access Contracts</u>; and</p> <p>(ii) <u>all D+3 Access Contracts or, where D+3 Access Contracts are individually negotiated, such standard terms and conditions that are appended to such D+3 Access Contracts; and</u></p> <p>(iii) all <u>D+5 Access Contracts</u> or, where <u>D+5 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+5 Access Contracts</u>;</p> <p>(cc) “Statement of Notice” has the meaning given to it in USPA 7.5 below;</p> <p>(dd) “Statement of Process” has the meaning given to it in USPA 4.1 below;</p> <p>(ee) “Upstream Services” has the meaning given to it in the <u>Regulatory Accounting Guidelines</u>;</p> <p>(ff) “USPA Condition” means a USP access condition imposed on the <u>universal service provider</u> under section 38 of the <u>Act</u>; and</p> <p><u>(gg) “weekday” means any day which is not a Saturday, Sunday or a public holiday; and</u></p> <p><u>(hh) “working day” means any day which is not a Sunday or a 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>
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2. Requirement to provide D+2 Access, D+3 Access, and D+5 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 2.1A	Where a <u>D+3 Access Operator</u> reasonably requests in writing <u>D+3 Access</u>, the <u>universal service provider</u> shall provide that <u>D+3 Access</u>. The <u>universal service provider</u> shall also provide such <u>D+3 Access</u> as <u>OFCOM</u> may from time to time direct.
USPA 2.1 BA	Where a <u>D+5 Access Operator</u> reasonably requests in writing <u>D+5 Access</u> , the <u>universal service provider</u> shall provide that <u>D+5 Access</u> . The <u>universal service provider</u> shall also provide such <u>D+5 Access</u> as <u>OFCOM</u> may from time to time direct.
USPA 2.2	The provision of— <ul style="list-style-type: none"> (a) <u>D+2 Access</u> in accordance with USPA 2.1 above shall occur as soon as it is reasonably practicable; and (b) <u>D+3 Access</u> in accordance with USPA 2.1A above shall occur as soon as it is reasonably practicable; and (c) <u>D+5 Access</u> in accordance with USPA 2.1BA 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.
USPA 3.1A	The provision of <u>D+3 Access</u> in accordance with USPA 2.1A above and pursuant to any existing <u>D+3 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.
USPA 3.1 BA	The provision of <u>D+5 Access</u> in accordance with USPA 2.1 BA above and pursuant to any existing <u>D+5 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.

4. Requests for D+2 Access, D+3 Access, or D+5 Access or variations to existing D+2 Access Contracts, and for D+3 Access Contracts or D+5 Access or variations to existing D+5 Access Contracts

<p>USPA 4.1</p>	<p>The <u>universal service provider</u> shall, for the purposes of transparency, publish a reasonable statement of the processes (the “Statement of Process”) that will apply to requests by <u>Access Operators</u> for—</p> <p>(a) <u>D+2 Access</u> and variations to existing <u>D+2 Access Contracts</u> made to it; and</p> <p>(ab) D+3 Access and variations to existing D+3 Access Contracts made to it; and</p> <p>(b) <u>D+5 Access</u> and variations to existing <u>D+5 Access Contracts</u> made to it.</p>
<p>USPA 4.1A</p>	<p>The <u>universal service provider</u> shall ensure that the <u>Statement of Process</u> includes—</p> <p>(a) the form in which a request referred to in USPA 4.1 should be made by an <u>Access Operator</u>;</p> <p>(b) the information that the <u>universal service provider</u> reasonably requires from a <u>D+2 Access Operator</u> in order to consider a request for new <u>D+2 Access</u> or a variation to existing <u>D+2 Access</u>;</p> <p>(ba) the information that the universal service provider reasonably requires from a D+3 Access Operator in order to consider a request for new D+3 Access or a variation to existing D+3 Access; and</p> <p>(c) the information that the <u>universal service provider</u> reasonably requires from a <u>D+5 Access Operator</u> in order to consider a request for new <u>D+5 Access</u> or a variation to existing <u>D+5 Access</u>; and</p> <p>(d) the reasonable time-scales in which such requests will be handled by the <u>universal service provider</u>.</p>
<p>USPA 4.2</p>	<p>The <u>universal service provider</u> shall publish the <u>Statement of Process</u> described at USPA 4.1A above in relation to new <u>D+35 Access</u> (and variations to existing <u>D+35 Access</u>) within three months of the date that USPA 4.1(ab) and USPA 4.1A(ba) enters into force. The <u>universal service provider</u> shall keep the <u>Statement of Process</u> for the purposes of both (ab) and (b) under review and consult with <u>OFCOM</u> and <u>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 by <u>Access Operators</u> for <u>D+2 Access</u> or variations to existing <u>D+2 Access Contracts</u>, as well as D+3 Access or variations to existing D+3 Access Contracts, and D+5 Access or variations to existing D+5 Access Contracts, 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 an <u>Access Operator</u> considering making a request for either—</p> <p>(a) <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>; or</p> <p>(b) <u>D+3 Access</u> or a variation to an existing <u>D+3 Access Contract</u>; or</p> <p>(c) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access Contract</u>,</p> <p>provide that <u>Access Operator</u> with such information as is reasonably necessary to enable that <u>Access Operator</u> to make such a request. The <u>universal service provider</u> shall provide to the <u>Access Operator</u> in question such information within a reasonable period.</p>
USPA 4.4	<p>On receipt of a written request for either—</p> <p>(a) <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>; or</p> <p>(b) <u>D+3 Access</u> or a variation to an existing <u>D+3 Access Contract</u>; or</p> <p>(c) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access Contract</u>;</p> <p>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. An <u>Access Operator</u>'s modification of such a request 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	<p>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>, <u>D+3 Access</u> or <u>D+5 Access</u>.</p>
USPA 5.2	<p>In this <u>USPA Condition</u>, 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>.</p>
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 access to its <u>postal network</u> under any <u>USPA Condition</u> to other persons—</p> <p>(a) is disclosed for the benefit of or used for the purpose of any trading business conducted by the <u>universal service provider</u>; or</p> <p>(b) is disclosed for the benefit of or used for the purpose of any trading business conducted by any <u>related person</u> of the <u>universal service provider</u>.</p>

USPA 5.4	<p>USPA 5.3 shall not apply in so far as—</p> <ul style="list-style-type: none"> (a) <u>OFCOM</u> 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's</u> 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 <u>regulatory condition</u> to which the <u>universal service provider</u> is subject; or (e) the information is in the public domain otherwise than in consequence of a contravention of any <u>regulatory condition</u> to which the <u>universal 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 <u>Relevant Retail Services</u> and the access charges for the <u>Relevant Access Services</u> during the <u>Relevant Period</u> 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 <u>Relevant Retail Service</u> and the access charge for the <u>Relevant Access Service</u> during the <u>Relevant Period</u> 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 at the time of setting new prices including the time of offering prices for each new individual contract—</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> including any surcharges related to the supply of those services 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 including any relevant surcharges related to the supply of those services during the <u>Relevant Period</u>.</p>
USPA 6.4	<p><u>Relevant Upstream Costs</u> are the costs of <u>Upstream Services</u> (not including recoverable or unrecoverable Value Added Tax) of providing the <u>Relevant Retail Services</u> as calculated in accordance with <u>Royal Mail's Costing Manual</u> excluding <u>General Overheads</u> and including an appropriate rate of return or such rate of return as may be directed by <u>OFCOM</u>.</p> <p>The costs of <u>Upstream Services</u> may be subject to <u>Directed Adjustments</u> if <u>OFCOM</u> so directs from time to time. Unless <u>OFCOM</u> otherwise direct, the value of <u>Directed Adjustments</u> shall be zero.</p>
USPA 6.5	<p>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.</p>

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) Forecast and actual <u>Relevant Upstream Costs</u> and <u>Relevant Upstream Revenues</u> for the <u>Relevant Period</u> demonstrating compliance with USPA 6.2(a) and 6.2(b) and including the detailed calculations;</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 most recent quarter or that has been amended during that quarter following information—</p> <p>(i) prices;</p> <p>(ii) volumes;</p> <p>(iii) date that the <u>Relevant Contract</u> was signed or most recently amended;</p> <p>(iv) 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>
USPA 6.8	<p>In this <u>USPA Condition</u>, “<u>Relevant Retail Services</u>” means all of the following retail services (including Mailmark and Manual services, unless specified otherwise) provided by <u>Royal Mail</u>—</p> <p>(a) for the purposes of D+2 and later than D+2 Letters and Large Letters services in relation to D+2 Access—</p> <p>(1) Business Mail High Sort 1st Letter / Large Letters;</p> <p>(2) Business Mail Low Sort 1st Letter / Large Letters; and</p> <p>(1) Mailmark Letters / Business Mail Large Letters;</p> <p>(2) Mailmark Advertising Letters / Large Letters;</p> <p>(3) Mailmark Advertising Sustainable Entry Letters / Large Letters;</p> <p>(4) Mailmark Advertising Sustainable Intermediate Letters / Large Letters;</p> <p>(5) Mailmark Partially Addressed Letters / Large Letters;</p> <p>(6) OCR Letters / Business Mail Large Letters;</p> <p>(7) OCR Advertising Letters / Large Letters;</p> <p>(8) OCR Advertising Sustainable Entry Letters / Large Letters;</p> <p>(9) OCR Advertising Sustainable Intermediate Letters / Large Letters;</p> <p>(10) 70 Letters / Business Mail Large Letters;</p> <p>(11) 70 Advertising Letters / Large Letters;</p> <p>(12) 70 Advertising Responsible Entry Letters / 70 Advertising Sustainable Entry Large Letters;</p>

	<p>(13) 70 Advertising Responsible Intermediate Letters / 70 Advertising Sustainable Intermediate Large Letters;</p> <p>(14) 1400 Letters / Business Mail Large Letters;</p> <p>(15) 1400 Advertising Letters / Large Letters;</p> <p>(16) 1400 Advertising Sustainable Entry Letters / Large Letters;</p> <p>(17) 1400 Advertising Sustainable Intermediate Letters / Large Letters;</p> <p>(18) 1400 Partially Addressed Postcards;</p> <p>(19) Poll Card Letters;</p> <p>(20) RM 48 Sort Plus Large Letters; and</p> <p>(b) in relation to D+3 Access—</p> <p>(1) Business Mail High Sort 2nd Letter / Large Letters;</p> <p>(2) Business Mail Low Sort 2nd Letter / Large Letters;</p> <p>(3) Advertising Mail High Sort 2nd Letters / Large Letters;</p> <p>(4) Advertising Mail Low Sort 2nd Letter / Large Letters;</p> <p>(5) Royal Mail 48 (presorted) Large Letters;</p> <p>(6) Poll Card Letters; and</p> <p>(c) for the purposes of D+5 and later than D+5 Letters services in relation to D+5 Access (including only Mailmark services)—</p> <p>(1) Business Mail High Sort Economy Letters;</p> <p>(2) Business Mail Low Sort Economy Letters;</p> <p>(3) Advertising Mail High Sort Economy Letters;</p> <p>(4) Advertising Mail Low Sort Economy Letters; and</p> <p>(1) Business Mail Low Sort Mailmark Economy Letters;</p> <p>(2) Sustainable Advertising Mail Low Sort Intermediate Mailmark Economy Letters;</p> <p>(3) Sustainable Advertising Mail Low Sort Entry Mailmark Economy Letters;</p> <p>(4) Advertising Mail Low Sort Mailmark Economy Letters;</p> <p>(5) Advertising Mail Partially Addressed Low Sort Mailmark Economy Letters; and</p> <p>(d) any current, new or successor retail services that are substantially similar services to those under sub-paragraphs (a) and (b) above, offered by <u>Royal Mail</u>.</p>
USPA 6.9	<p><u>Royal Mail</u> shall notify <u>OFCOM</u> from time to time of any changes to the group of services that fall within the definition of <u>Relevant Retail Services</u> under USPA 6.8. <u>OFCOM</u> reserve the right to direct <u>Royal Mail</u> to include any services within that group which it reasonably considers fall within the definition of <u>Relevant Retail Services</u> and to exclude any services from that group which it reasonably considers fall outside the scope of that definition.</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.
USPA 7.2	<p>The <u>universal service provider</u> shall—</p> <p>(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</p> <p>(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>.</p>
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>, <u>D+3 Access</u>, and <u>D+5 Access</u>—</p> <p>(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 <u>D+3 Access Contract</u> or a <u>D+5 Access Contract</u> a written notice of any amendment to the charges under the <u>D+2 Access Contract</u>, the <u>D+3 Access Contract</u> or the <u>D+5 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>Access Operators</u> in respect of the particular amendment to the charges which is due to take effect;</p> <p>(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</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>Access Operators</u> to a shorter period for prior notice of any future amendments to 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).</p>

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> <p>(a) Where amendments to the <u>Standard Terms and Conditions</u> have been made with the prior consent of the <u>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>Access Operators</u> in respect of the particular amendment which is due to take effect;</p> <p>(b) Where amendments to the <u>Standard Terms and Conditions</u> do not require the prior consent of the <u>Access Operators</u>, the <u>universal service provider</u> shall—</p> <p>(i) provide every <u>Access Operator</u> with which it has entered into a <u>D+2 Access Contract</u>, a D+3 Access Contract, or a <u>D+5 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>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>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>
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USPA 7.5	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>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>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> .
USPA 7.6	The <u>universal service provider</u> shall ensure that an <u>Access Terms and Conditions Change Notice</u> includes— <ul style="list-style-type: none"> (a) a description of the <u>Standard Terms and Conditions</u> that are the subject of the amendment(s); (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 (c) the current and proposed new <u>Standard Terms and Conditions</u> affected by the amendment(s).
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	The <u>universal service provider</u> ’s obligations for prior notification and publication set out in this USPA 7 will not apply— <ul style="list-style-type: none"> (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 (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>Access Operator</u>.

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> , <u>D+3 Access</u> , and <u>D+5 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 8.1ZA	The obligation in USPA 8.1 includes without limitation a requirement on the <u>universal service provider</u> to publish on <u>Royal Mail’s website</u> information in relation to its estimated provision of <u>D+3 Access</u> to <u>D+3 Access Operators</u> .

	<p>That information must show, in particular, the total volume of <u>Letters</u> and <u>Large Letters</u> estimated through survey (or other equivalent means) to have been delivered by the <u>universal service provider</u> through its provision of <u>D+3 Access</u> for each quarter and for each year as a whole, respectively, broken down and expressed as a percentage of that volume as follows –</p> <p>(a) <u>Letters</u> and <u>Large Letters</u> estimated to have been delivered on the <u>weekday</u> after ‘X’; and</p> <p>(b) <u>Letters</u> and <u>Large Letters</u> estimated to have been delivered on the second <u>weekday</u> after ‘X’,</p> <p>where “X” means the <u>weekday</u> on which a <u>D+3 Access Operator</u> handed over the <u>Letters</u> and <u>Large Letters</u> to the <u>universal service provider</u> at the <u>IMC</u> (save where the <u>Letters</u> and <u>Large Letters</u> were handed over on a Saturday, in which case “X” shall mean the next <u>weekday</u> after the <u>Letters</u> and <u>Large Letters</u> were handed over by the <u>D+3 Access Operator</u> at the <u>IMC</u>).</p> <p>References to a “quarter” are references to each period of three consecutive months comprised in any period of twelve consecutive months, the first quarterly period of which begins on 1 January 2026, and references to a “year” are references to any period of twelve consecutive months, the first annual period of which begins on 1 April 2026.</p>
USPA 8.1A	<p>The obligation in USPA 8.1 includes without limitation a requirement on the <u>universal service provider</u> to publish on <u>Royal Mail</u>’s website information in relation to its estimated provision of <u>D+5 Access</u> to <u>D+5 Access Operators</u>.</p> <p>That information must show, in particular, the total volume of <u>Letters</u> estimated through survey (or other equivalent means) to have been delivered by the <u>universal service provider</u> through its provision of <u>D+5 Access</u> for each quarter and for each year as a whole, respectively, broken down and expressed as a percentage of that volume as follows—</p> <p>(a) <u>Letters</u> estimated to have been delivered on the next <u>working day weekday</u> after ‘X’;</p> <p>(b) <u>Letters</u> estimated to have been delivered on the second <u>working day weekday</u> after ‘X’;</p> <p>(c) <u>Letters</u> estimated to have been delivered on the third <u>working day weekday</u> after ‘X’; and</p> <p>(d) <u>Letters</u> estimated to have been delivered on the fourth <u>working day weekday</u> after ‘X’,</p> <p>where “X” means the <u>working day weekday</u> on which a <u>D+5 Access Operator</u> handed over the <u>Letters</u> to the <u>universal service provider</u> at the <u>IMC</u> (save where the <u>Letters</u> were handed over on a Saturday, in which case “X” shall mean the next <u>weekday</u> after the <u>Letters</u> were handed over by the <u>D+5 Access Operator</u> at the <u>IMC</u>).</p> <p>References to a “quarter” are references to each period of three consecutive months comprised in any period of twelve consecutive months, the first quarterly period of which begins on 28 June 2021, and references to a “year” are references to any period of twelve</p>

	consecutive months, the first annual period of which begins on 28 March 2022.
USPA 8.1B	The <u>universal service provider</u> shall publish the information specified in USPA 8.1ZA and USPA 8.1A— (a) in relation to each quarter, within 60 <u>working days</u> after the end of the quarter for which the information relates and has been prepared; (b) in relation to each year as a whole, within 60 <u>working days</u> after the end of the year for which the information relates and has been prepared.
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.

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

Schedule 2 to Annex A8 – Table of modifications to the USPA condition

Condition	Current text	Proposed new text
Heading	USPA ACCESS CONDITION D+2 ACCESS and D+5 ACCESS	USPA ACCESS CONDITION D+2 ACCESS, D+3 ACCESS and D+5 ACCESS
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> .	This <u>USPA Condition</u> 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 to the universal service provider’s postal network</u> at the <u>Inward Mail Centre (“IMC”)</u> for the purposes of providing both— (a) <u>D+2 and later than D+2 Letters and Large Letters services (“D+2 Access”)</u> ; and (b) <u>D+5 and later than D+5 Letters services (“D+5 Access”)</u> .	This <u>USPA Condition</u> shall apply to <u>access to the universal service provider’s postal network</u> at the <u>Inward Mail Centre</u> for the purposes of providing — (a) <u>D+2 Access</u> ; (b) <u>D+3 Access</u> ; and (c) <u>D+5 Access</u> .
USPA 1.3(ba)	“Access Operator” means either a <u>D+2 Access Operator</u> or a <u>D+5 Access Operator</u> , or both (as may be the case);	“Access Operator” means a <u>D+2 Access Operator</u> , a <u>D+3 Access Operator</u> or a <u>D+5 Access Operator</u> , or any combination of those (as may be the case);
Insert new USPA 1.3(ea)	N/A	“D+3 Access Operator” means a <u>postal operator</u> or a user of <u>postal services</u> which has or seeks <u>D+3 Access</u> to the <u>universal service provider’s postal network</u> ;

Condition	Current text	Proposed new text
<p>Current USPA 1.3(ea) to be renumbered USPA 1.3(eb)</p>	<p>(ea) “D+5 Access Operator” means...</p>	<p>(eb) “D+5 Access Operator” means...</p>
<p>USPA 1.3(f)</p>	<p>“D+2 Access” means <u>access to the universal service provider’s postal network at the IMC for the purposes of providing D+2 and later than D+2 Letters and Large Letters services;</u></p>	<p>“D+2 Access” means <u>access to the universal service provider’s postal network at the IMC for the purposes of a D+2 Access Operator providing retail services that aim to deliver Letters and Large Letters two working days (or later) after collection from the sender, for delivery by the universal service provider the next working day after the Letters and Large Letters were handed over by the D+2 Access Operator at the IMC;</u></p>
<p>Insert new USPA 1.3(fa)</p>	<p>N/A</p>	<p>“D+3 Access” means <u>access to the universal service provider’s postal network at the IMC for the purposes of a D+3 Access Operator providing retail services that aim to deliver Letters and Large Letters three weekdays (or later) after collection from the sender, for delivery by the universal service provider no later than the second weekday after the Letters and Large Letters were handed over by the D+3 Access Operator at the IMC. If the Letters and Large Letters were handed over on a Saturday, then handover shall be deemed to have occurred on the next weekday;</u></p>

Condition	Current text	Proposed new text
<p>Current USPA 1.3(fa) to be renumbered USPA 1.3(fb)</p>	<p>(fa) “D+5 Access” means <u>access to the universal service provider’s postal network</u> at the <u>IMC</u> for the purposes of providing <u>D+5 and later than D+5 Letters services</u> for delivery by the <u>universal service provider</u> on a <u>working day</u> that is later than the next <u>working day</u> after the <u>Letters</u> were handed over by the <u>D+5 Access Operator</u> at the <u>IMC</u>, but which day is no later than the fourth <u>working day</u> after such a handover;</p>	<p>(fb) “D+5 Access” means <u>access to the universal service provider’s postal network</u> at the <u>IMC</u> for the purposes of a <u>D+5 Access Operator</u> providing retail services that aim to deliver <u>Letters</u> within five <u>weekdays</u> (or later) after collection from the sender, for delivery by the <u>universal service provider</u> no later than the fourth <u>weekday</u> after the <u>Letters</u> were handed over by the <u>D+5 Access Operator</u> at the <u>IMC</u>. If the <u>Letters</u> were handed over on a Saturday, then handover shall be deemed to have occurred on the next <u>weekday</u>;</p>
<p>Insert new USPA 1.3(ga)</p>	<p>N/A</p>	<p>“D+3 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+3 Access</u>;</p>
<p>Current USPA 1.3(ga) to be renumbered USPA 1.3(gb)</p>	<p>(ga) “D+5 Access Contract” means...</p>	<p>(gb) “D+5 Access Contract” means...</p>
<p>USPA 1.3(h)</p>	<p>“D+2 and later than D+2 Letters and Large Letters services” means retail services that aim to deliver Letters and Large Letters two working days (or later) after collection from the sender, also known as a day C service, or later;</p>	<p><i>(Intentionally left blank)</i></p>
<p>Delete USPA 1.3(ha) in its entirety</p>	<p>“D+5 and later than D+5 Letters services” means retail services that aim to deliver Letters within five working days (or later) after collection from the sender;</p>	<p>N/A</p>

Condition	Current text	Proposed new text
USPA 1.3(p)	<p>“Regulatory Accounting Guidelines” means the Schedule to the Direction given by <u>OFCOM</u> on 18 December 2017 under the USP Accounting Condition set by <u>OFCOM</u> on 18 December 2017;</p>	<p>“Regulatory Accounting Guidelines” means the Schedule to the Direction given by <u>OFCOM</u> under the USP Accounting Condition set by <u>OFCOM</u> (as amended from time to time);</p>
USPA 1.3(s)	<p>“Relevant Access Service” means <u>access</u> services which have attributes which are all or substantially all equivalent to the inward processing and delivery attributes of the <u>Relevant Retail Services</u>;</p>	<p>“Relevant Access Service” means <u>D+2 Access</u>, <u>D+3 Access</u>, or <u>D+5 Access</u>, or any combination of those (as may be the case);</p>
USPA 1.3(bb)	<p>“Standard Terms and Conditions” means such terms and conditions that are common to—</p> <p>(i) all <u>D+2 Access Contracts</u> or, where <u>D+2 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+2 Access Contracts</u>; and</p> <p>(ii) all <u>D+5 Access Contracts</u> or, where <u>D+5 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+5 Access Contracts</u>;</p>	<p>“Standard Terms and Conditions” means such terms and conditions that are common to—</p> <p>(i) all <u>D+2 Access Contracts</u> or, where <u>D+2 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+2 Access Contracts</u>;</p> <p>(ii) all <u>D+3 Access Contracts</u> or, where <u>D+3 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+3 Access Contracts</u>; and</p> <p>(iii) all <u>D+5 Access Contracts</u> or, where <u>D+5 Access Contracts</u> are individually negotiated, such standard terms and conditions that are appended to such <u>D+5 Access Contracts</u>;</p>
Insert new USPA 1.3(gg)	N/A	<p>“weekday” means any day which is not a Saturday, Sunday or a <u>public holiday</u>; and</p>

Condition	Current text	Proposed new text
Current USPA 1.3(gg) to be renumbered USPA 1.3(hh)	N/A	“ working day ” means any day which is not a Sunday or a <u>public holiday</u> .
Heading 2	<u>2. Requirement to provide D+2 Access and D+5 Access on reasonable request</u>	<u>2. Requirement to provide D+2 Access, D+3 Access, and D+5 Access on reasonable request</u>
Insert new USPA 2.1A	N/A	Where a <u>D+3 Access Operator</u> reasonably requests in writing <u>D+3 Access</u> , the <u>universal service provider</u> shall provide that <u>D+3 Access</u> . The <u>universal service provider</u> shall also provide such <u>D+3 Access</u> as <u>OFCOM</u> may from time to time direct.
Current USPA 2.1A to be renumbered USPA 2.1B	USPA 2.1A	USPA 2.1B
USPA 2.2	The provision of— (a) <u>D+2 Access</u> in accordance with USPA 2.1 above shall occur as soon as it is reasonably practicable; and (b) <u>D+5 Access</u> in accordance with USPA 2.1A above shall occur as soon as it is reasonably practicable.	The provision of— (c) <u>D+2 Access</u> in accordance with USPA 2.1 above shall occur as soon as it is reasonably practicable; (d) <u>D+3 Access</u> in accordance with USPA 2.1A above shall occur as soon as it is reasonably practicable; and (e) <u>D+5 Access</u> in accordance with USPA 2.1B above shall occur as soon as it is reasonably practicable.

Condition	Current text	Proposed new text
<p>Insert new USPA 3.1A</p>	<p>N/A</p>	<p>The provision of <u>D+3 Access</u> in accordance with USPA 2.1A above and pursuant to any existing <u>D+3 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.</p>
<p>Current USPA 3.1A to be renumbered USPA 3.1B</p>	<p>USPA 3.1A The provision of <u>D+5 Access</u> in accordance with USPA 2.1A above and pursuant to any existing <u>D+5 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.</p>	<p>USPA 3.1B The provision of <u>D+5 Access</u> in accordance with USPA 2.1B above and pursuant to any existing <u>D+5 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.</p>
<p>Heading 4</p>	<p><u>4. Requests for D+2 Access or variations to existing D+2 Access Contracts, and for D+5 Access or variations to existing D+5 Access Contracts</u></p>	<p><u>4. Requests for D+2 Access, D+3 Access, or D+5 Access or variations to existing D+2 Access Contracts, D+3 Access Contracts or D+5 Access Contracts</u></p>
<p>USPA 4.1</p>	<p>The <u>universal service provider</u> shall, for the purposes of transparency, publish a reasonable statement of the processes (the “Statement of Process”) that will apply to requests by <u>Access Operators</u> for—</p> <p>(a) <u>D+2 Access</u> and variations to existing <u>D+2 Access Contracts</u> made to it; and</p> <p>(b) <u>D+5 Access</u> and variations to existing <u>D+5 Access Contracts</u> made to it.</p>	<p>The <u>universal service provider</u> shall, for the purposes of transparency, publish a reasonable statement of the processes (the “Statement of Process”) that will apply to requests by <u>Access Operators</u> for—</p> <p>(a) <u>D+2 Access</u> and variations to existing <u>D+2 Access Contracts</u> made to it; and</p> <p>(ab) <u>D+3 Access</u> and variations to existing <u>D+3 Access Contracts</u> made to it; and</p> <p>(b) <u>D+5 Access</u> and variations to existing <u>D+5 Access Contracts</u> made to it.</p>

Condition	Current text	Proposed new text
<p>USPA 4.1A</p>	<p>The <u>universal service provider</u> shall ensure that the <u>Statement of Process</u> includes—</p> <p>(a) the form in which a request referred to in USPA 4.1 should be made by an <u>Access Operator</u>;</p> <p>(b) the information that the <u>universal service provider</u> reasonably requires from a <u>D+2 Access Operator</u> in order to consider a request for new <u>D+2 Access</u> or a variation to existing <u>D+2 Access</u>;</p> <p>(c) the information that the <u>universal service provider</u> reasonably requires from a <u>D+5 Access Operator</u> in order to consider a request for new <u>D+5 Access</u> or a variation to existing <u>D+5 Access</u>; and</p> <p>(d) the reasonable time-scales in which such requests will be handled by the <u>universal service provider</u>.</p>	<p>The <u>universal service provider</u> shall ensure that the <u>Statement of Process</u> includes—</p> <p>(a) the form in which a request referred to in USPA 4.1 should be made by an <u>Access Operator</u>;</p> <p>(b) the information that the <u>universal service provider</u> reasonably requires from a <u>D+2 Access Operator</u> in order to consider a request for new <u>D+2 Access</u> or a variation to existing <u>D+2 Access</u>;</p> <p>(ba) the information that the <u>universal service provider</u> reasonably requires from a <u>D+3 Access Operator</u> in order to consider a request for new <u>D+3 Access</u> or a variation to existing <u>D+3 Access</u>; and</p> <p>(c) the information that the <u>universal service provider</u> reasonably requires from a <u>D+5 Access Operator</u> in order to consider a request for new <u>D+5 Access</u> or a variation to existing <u>D+5 Access</u>; and</p> <p>(d) the reasonable time-scales in which such requests will be handled by the <u>universal service provider</u>.</p>

Condition	Current text	Proposed new text
<p>USPA 4.2</p>	<p>The <u>universal service provider</u> shall publish the <u>Statement of Process</u> described at USPA 4.1A above in relation to new <u>D+5 Access</u> (and variations to existing <u>D+5 Access</u>) within three months of the date that USPA 4.1A enters into force. The <u>universal service provider</u> shall keep the <u>Statement of Process</u> for the purposes of both USPA 4.1(a) and (b) under review and consult with <u>OFCOM</u> and <u>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 by <u>Access Operators</u> for <u>D+2 Access</u> or variations to existing <u>D+2 Access Contracts</u>, as well as <u>D+5 Access</u> or variations to existing <u>D+5 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>	<p>The <u>universal service provider</u> shall publish the <u>Statement of Process</u> described at USPA 4.1 above in relation to new <u>D+3 Access</u> (and variations to existing <u>D+3 Access</u>) within three months of the date that USPA 4.1(ab) and USPA 4.1A(ba) enter into force. The <u>universal service provider</u> shall keep the <u>Statement of Process</u> for the purposes of USPA 4.1(a), (ab) and (b) under review and consult with <u>OFCOM</u> and <u>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 by <u>Access Operators</u> for <u>D+2 Access</u> or variations to existing <u>D+2 Access Contracts</u>, <u>D+3 Access</u> or variations to existing <u>D+3 Access Contracts</u>, and <u>D+5 Access</u> or variations to existing <u>D+5 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>

Condition	Current text	Proposed new text
<p>USPA 4.3</p>	<p>The <u>universal service provider</u> shall, upon reasonable request from an <u>Access Operator</u> considering making a request for either—</p> <p>(a) <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>; or</p> <p>(b) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access Contract</u>,</p> <p>provide that <u>Access Operator</u> with such information as is reasonably necessary to enable that <u>Access Operator</u> to make such a request. The universal service provider shall provide to the <u>Access Operator</u> in question such information within a reasonable period.</p>	<p>The <u>universal service provider</u> shall, upon reasonable request from an <u>Access Operator</u> considering making a request for either—</p> <p>(a) <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>; or</p> <p>(b) <u>D+3 Access</u> or a variation to an existing <u>D+3 Access Contract</u>; or</p> <p>(c) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access Contract</u>,</p> <p>provide that <u>Access Operator</u> with such information as is reasonably necessary to enable that <u>Access Operator</u> to make such a request. The <u>universal service provider</u> shall provide to the <u>Access Operator</u> in question such information within a reasonable period.</p>

Condition	Current text	Proposed new text
USPA 4.4	<p>On receipt of a written request for either—</p> <p>(a) <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>; or</p> <p>(b) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access Contract</u>;</p> <p>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. An <u>Access Operator's</u> modification of such a request 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>	<p>On receipt of a written request for either—</p> <p>(c) <u>D+2 Access</u> or a variation to an existing <u>D+2 Access Contract</u>;</p> <p>(d) <u>D+3 Access</u> or a variation to an existing <u>D+3 Access Contract</u>; or</p> <p>(c) <u>D+5 Access</u> or a variation to an existing <u>D+5 Access Contract</u>,</p> <p>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. An <u>Access Operator's</u> modification of such a request 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>
USPA 5.1	<p>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> or <u>D+5 Access</u>.</p>	<p>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>, <u>D+3 Access</u> or <u>D+5 Access</u>.</p>

<p style="text-align: center;">USPA 6.8</p>	<p>In this USPA Condition, “Relevant Retail Services” means all of the following retail services provided by <u>Royal Mail</u>—</p> <p>(a) for the purposes of <u>D+2 and later than D+2 Letters and Large Letters services</u>—</p> <p>(1) Mailmark Letters / Business Mail Large Letters;</p> <p>(2) Mailmark Advertising Letters / Large Letters;</p> <p>(3) Mailmark Advertising Sustainable Entry Letters / Large Letters;</p> <p>(4) Mailmark Advertising Sustainable Intermediate Letters / Large Letters;</p> <p>(5) Mailmark Partially Addressed Letters / Large Letters;</p> <p>(6) OCR Letters / Business Mail Large Letters;</p> <p>(7) OCR Advertising Letters / Large Letters;</p> <p>(8) OCR Advertising Sustainable Entry Letters / Large Letters;</p> <p>(9) OCR Advertising Sustainable Intermediate Letters / Large Letters;</p> <p>(10) 70 Letters / Business Mail Large Letters;</p> <p>(11) 70 Advertising Letters / Large Letters;</p> <p>(12) 70 Advertising Responsible Entry Letters / 70 Advertising Sustainable Entry Large Letters;</p> <p>(13) 70 Advertising Responsible Intermediate Letters / 70 Advertising Sustainable Intermediate Large Letters;</p> <p>(14) 1400 Letters / Business Mail Large Letters;</p> <p>(15) 1400 Advertising Letters / Large Letters;</p>	<p>In this <u>USPA Condition</u>, “<u>Relevant Retail Services</u>” means all of the following retail services (including Mailmark and Manual services, unless specified otherwise) provided by <u>Royal Mail</u>—</p> <p>(a) in relation to <u>D+2 Access</u>—</p> <p>(1) Business Mail High Sort 1st Letter / Large Letters;</p> <p>(2) Business Mail Low Sort 1st Letter / Large Letters; and</p> <p>(b) in relation to <u>D+3 Access</u>—</p> <p>(1) Business Mail High Sort 2nd Letter / Large Letters;</p> <p>(2) Business Mail Low Sort 2nd Letter / Large Letters;</p> <p>(3) Advertising Mail High Sort 2nd Letters / Large Letters;</p> <p>(4) Advertising Mail Low Sort 2nd Letter / Large Letters;</p> <p>(5) Royal Mail 48 (presorted) Large Letters;</p> <p>(6) Poll Card Letters; and</p> <p>(c) in relation to <u>D+5 Access</u> (including only Mailmark services)—</p> <p>(1) Business Mail High Sort Economy Letters;</p> <p>(2) Business Mail Low Sort Economy Letters;</p> <p>(3) Advertising Mail High Sort Economy Letters;</p> <p>(4) Advertising Mail Low Sort Economy Letters; and</p> <p>(d) any current, new or successor retail services that are substantially similar services to those under subparagraphs (a) and (b) above, offered by <u>Royal Mail</u>.</p>
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Condition	Current text	Proposed new text
	<p>(16) 1400 Advertising Sustainable Entry Letters / Large Letters;</p> <p>(17) 1400 Advertising Sustainable Intermediate Letters / Large Letters;</p> <p>(18) 1400 Partially Addressed Postcards;</p> <p>(19) Poll Card Letters;</p> <p>(20) RM 48 Sort Plus Large Letters; and</p> <p>(b) for the purposes of <u>D+5 and later than D+5 Letters services</u>—</p> <p>(1) Business Mail Low Sort Mailmark Economy Letters;</p> <p>(2) Sustainable Advertising Mail Low Sort Intermediate Mailmark Economy Letters;</p> <p>(3) Sustainable Advertising Mail Low Sort Entry Mailmark Economy Letters;</p> <p>(4) Advertising Mail Low Sort Mailmark Economy Letters;</p> <p>(5) Advertising Mail Partially Addressed Low Sort Mailmark Economy Letters; and</p> <p>(c) any current, new or successor retail services that are substantially similar services to those under sub-paragraphs (a) and (b) above, offered by <u>Royal Mail</u>.</p>	

Condition	Current text	Proposed new text
<p>USPA 7.3</p>	<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> and <u>D+5 Access</u>—</p> <p>(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> or a <u>D+5 Access Contract</u> a written notice of any amendment to the charges under the <u>D+2 Access Contract</u> or the <u>D+5 Access Contract</u>. The universal service provider 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>Access Operators</u> in respect of the particular amendment to the charges which is due to take effect;</p> <p><i>[As we are not proposing any changes to the rest of the text in this condition, it has been omitted for brevity]</i></p>	<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>, <u>D+3 Access</u>, and <u>D+5 Access</u>—</p> <p>(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 <u>D+3 Access Contract</u> or a <u>D+5 Access Contract</u> a written notice of any amendment to the charges under the <u>D+2 Access Contract</u>, the <u>D+3 Access Contract</u> or the <u>D+5 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>Access Operators</u> in respect of the particular amendment to the charges which is due to take effect;</p> <p><i>[As we are not proposing any changes to the rest of the text in this condition, it has been omitted for brevity]</i></p>

Condition	Current text	Proposed new text
<p>USPA 7.4</p>	<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> <p>...</p> <p>(b) Where amendments to the <u>Standard Terms and Conditions</u> do not require the prior consent of the <u>Access Operators</u>, the <u>universal service provider</u> shall—</p> <p style="padding-left: 40px;">(i) provide every <u>Access Operator</u> with which it has entered into a <u>D+2 Access Contract</u> or a <u>D+5 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><i>[As we are not proposing any changes to the rest of the text in this condition, it has been omitted for brevity]</i></p>	<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> <p>...</p> <p>(b) Where amendments to the <u>Standard Terms and Conditions</u> do not require the prior consent of the <u>Access Operators</u>, the <u>universal service provider</u> shall—</p> <p style="padding-left: 40px;">(i) provide every <u>Access Operator</u> with which it has entered into a <u>D+2 Access Contract</u>, a <u>D+3 Access Contract</u>, or a <u>D+5 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><i>[As we are not proposing any changes to the rest of the text in this condition, it has been omitted for brevity]</i></p>
<p>USPA 8.1</p>	<p>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> and <u>D+5 Access</u> provided by <u>the universal service provider</u> in an appropriate manner and form, or as <u>OFCOM</u> may otherwise direct.</p>	<p>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>, <u>D+3 Access</u>, and <u>D+5 Access</u> provided by the <u>universal service provider</u> in an appropriate manner and form, or as <u>OFCOM</u> may otherwise direct.</p>

Condition	Current text	Proposed new text
<p style="text-align: center;">Insert new USPA 8.1ZA</p>	<p style="text-align: center;">N/A</p>	<p>The obligation in USPA 8.1 includes without limitation a requirement on the <u>universal service provider</u> to publish on <u>Royal Mail’s website</u> information in relation to its estimated provision of <u>D+3 Access</u> to <u>D+3 Access Operators</u>.</p> <p>That information must show, in particular, the total volume of <u>Letters</u> and <u>Large Letters</u> estimated through survey (or other equivalent means) to have been delivered by the <u>universal service provider</u> through its provision of <u>D+3 Access</u> for each quarter and for each year as a whole, respectively, broken down and expressed as a percentage of that volume as follows –</p> <ul style="list-style-type: none"> (c) <u>Letters</u> and <u>Large Letters</u> estimated to have been delivered on the <u>weekday</u> after ‘X’; and (d) <u>Letters</u> and <u>Large Letters</u> estimated to have been delivered on the second <u>weekday</u> after ‘X’, <p>where “X” means the <u>weekday</u> on which a <u>D+3 Access Operator</u> handed over the <u>Letters</u> and <u>Large Letters</u> to the <u>universal service provider</u> at the <u>IMC</u> (save where the <u>Letters</u> and <u>Large Letters</u> were handed over on a Saturday, in which case “X” shall mean the next <u>weekday</u> after the <u>Letters</u> and <u>Large Letters</u> were handed over by the <u>D+3 Access Operator</u> at the <u>IMC</u>).</p> <p>References to a “quarter” are references to each period of three consecutive months comprised in any period of twelve consecutive months, the first quarterly period of which begins on 1 January 2026, and references to a “year” are references to any period of twelve consecutive months, the first annual period of which begins on 1 April 2026.</p>

<p style="text-align: center;">USPA 8.1A</p>	<p>The obligation in USPA 8.1 includes without limitation a requirement on the <u>universal service provider</u> to publish on <u>Royal Mail’s website</u> information in relation to its estimated provision of <u>D+5 Access</u> to <u>D+5 Access Operators</u>.</p> <p>That information must show, in particular, the total volume of <u>Letters</u> estimated through survey (or other equivalent means) to have been delivered by the <u>universal service provider</u> through its provision of <u>D+5 Access</u> for each quarter and for each year as a whole, respectively, broken down and expressed as a percentage of that volume as follows—</p> <p>(a) <u>Letters</u> estimated to have been delivered on the next <u>working day</u> after ‘X’;</p> <p>(b) <u>Letters</u> estimated to have been delivered on the second <u>working day</u> after ‘X’;</p> <p>(c) <u>Letters</u> estimated to have been delivered on the third <u>working day</u> after ‘X’; and</p> <p>(d) <u>Letters</u> estimated to have been delivered on the fourth <u>working day</u> after ‘X’,</p> <p>where “X” means the <u>working day</u> on which a <u>D+5 Access Operator</u> handed over the <u>Letters</u> to the <u>universal service provider</u> at the <u>IMC</u>.</p> <p>References to a “quarter” are references to each period of three consecutive months comprised in any period of twelve consecutive months, the first quarterly period of which begins on 28 June 2021, and references to a “year” are references to any period of twelve consecutive months, the first annual period of which begins on 28 March 2022.</p>	<p>The obligation in USPA 8.1 includes without limitation a requirement on the <u>universal service provider</u> to publish on <u>Royal Mail’s website</u> information in relation to its estimated provision of <u>D+5 Access</u> to <u>D+5 Access Operators</u>.</p> <p>That information must show, in particular, the total volume of <u>Letters</u> estimated through survey (or other equivalent means) to have been delivered by the <u>universal service provider</u> through its provision of <u>D+5 Access</u> for each quarter and for each year as a whole, respectively, broken down and expressed as a percentage of that volume as follows—</p> <p>(a) <u>Letters</u> estimated to have been delivered on the next <u>weekday</u> after ‘X’;</p> <p>(b) <u>Letters</u> estimated to have been delivered on the second <u>weekday</u> after ‘X’;</p> <p>(c) <u>Letters</u> estimated to have been delivered on the third <u>weekday</u> after ‘X’; and</p> <p>(d) <u>Letters</u> estimated to have been delivered on the fourth <u>weekday</u> after ‘X’,</p> <p>where “X” means the <u>weekday</u> on which a <u>D+5 Access Operator</u> handed over the <u>Letters</u> to the <u>universal service provider</u> at the <u>IMC</u> (save where the <u>Letters</u> were handed over on a Saturday, in which case “X” shall mean the next weekday after the Letters were handed over by the <u>D+5 Access Operator</u> at the <u>IMC</u>).</p> <p>References to a “quarter” are references to each period of three consecutive months comprised in any period of twelve consecutive months, the first quarterly period of which begins on 28 June 2021, and references to a “year” are</p>
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Condition	Current text	Proposed new text
USPA 8.1B	<p>The <u>universal service provider</u> shall publish the information specified in USPA 8.1A—</p> <p>(a) in relation to each quarter, within 60 <u>working days</u> after the end of the quarter for which the information relates and has been prepared;</p> <p>(b) in relation to each year as a whole, within 60 <u>working days</u> after the end of the year for which the information relates and has been prepared.</p>	<p>references to any period of twelve consecutive months, the first annual period of which begins on 28 March 2022.</p> <p>The <u>universal service provider</u> shall publish the information specified in USPA 8.1AZA and USPA 8.1A—</p> <p>(a) in relation to each quarter, within 60 <u>working days</u> after the end of the quarter for which the information relates and has been prepared;</p> <p>(b) in relation to each year as a whole, within 60 <u>working days</u> after the end of the year for which the information relates and has been prepared.</p>