

**POSTCOMM**  
(The Postal Services Commission)  
**POSTAL SERVICES ACT 2000**  
**SECTION 14**  
**MODIFICATION OF CONDITIONS OF A LICENCE**  
**Granted to**  
**TNT UK LIMITED**

Whereas –

- (1) On 21<sup>st</sup> June 2001 the Postal Services Commission (“Postcomm”) under section 11 of the Postal Services Act 2000 (“the Act”) granted a licence (“the Licence”) to TNT UK Limited (“TNT”).
- (2) The Licence authorised TNT to convey letters pursuant to a contract for the provision by TNT of an internal mail service for Lloyds TSB plc. On 25 July 2002 Postcomm, at the request of TNT, modified the Licence to permit TNT to convey letters more widely in the event of disruption to the provision of the universal postal service in the United Kingdom.
- (3) Additionally, on 25 July 2002 Postcomm, at the request of TNT, gave notice of a proposal to modify the Licence to permit TNT to pilot mailroom services for customers other than Lloyds TSB plc.
- (4) Postcomm has considered the responses to the said notice and has decided to modify the Licence in the manner set out below.
- (5) Postcomm has not been directed not to make the modifications.

**Postcomm therefore modifies the Licence as follows –**

1. In condition 1 in Schedule 2 to the licence, the term “the Customer” and its associated interpretation, is deleted.
2. In condition 2 in Schedule 2 to the licence, paragraph 1 is deleted and new paragraphs 1, 2, 3, and 4 are inserted as set out

below and original paragraphs 2 and 3 are re-numbered as paragraphs 5 and 6 respectively -

- "1. The Licensee shall not, pursuant to this Licence, convey more than 40,500,000 letters in any continuous period of twelve months.
2. The Licensee shall not, pursuant to this Licence, convey any letter other than a letter that -
  - (a) is required to be conveyed under a mailroom services contract of a duration from its commencement of not less than 12 months, and
  - (b) is conveyed in any of the circumstances described in sub-paragraphs (a) to (e) of paragraph 3 of this condition.
3. For the purposes of paragraph 2, a mailroom services contract means a contract between the Licensee and a user of postal services providing for the conveyance of letters -
  - (a) from a universal service provider to the user,
  - (b) from the user to a universal service provider,
  - (c) within any premises occupied by the user,
  - (d) between any premises occupied by the user, or
  - (e) between any premises occupied by the user and any premises occupied by the Licensee.
4. For the purposes of this condition -
  - (a) a universal service provider means the holder of a licence granted under the Act containing an obligation to provide a universal postal service,
  - (b) conveyance of a letter includes the performance of any of the incidental services of receiving, collecting and delivering a letter"; and
3. In condition 3 in Schedule 2 to the Licence, paragraphs 2, 3 and 4 are deleted.

The common seal of Postcomm  
Hereunto affixed is authenticated  
by -

Authorised for the purposes by  
Postcomm

Dated: 24 September 2002