whistl mail



adMail

Customer Guide

v1.4

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1.0 adMail Service Overview

In addition to the conditions and specifications set out in the Premier customer guide the following additional requirements apply to all adMail mailings.

GDPR and the decline in mail usage overall is having an adverse impact on advertising revenues and there is a requirement to develop innovation in the Direct Mail market segment. By reducing prices for Direct Mail, we aim to demonstrate to customers our commitment to delivering value for money and to provide continued support to the existing Direct Mail market.

adMail is for addressed Direct Mail (DM) Letter and Large Letter mailing items comprising a largely uniform message with the purpose of promoting the sale or use of products or services or to encourage, contribute to or support a cause.

Each adMail daily posting must comprise at least 4,000 mailing items per service per day.

2.0 adMail Specifications

To qualify as adMail, all items must:

- Be addressed Direct Mail Letter or Large Letter format mailing items.
- Meet the requirements of the adMail schedule including data specification, service standard, indicia and seed mailing items – detailed below.

The following characteristics are mandatory and must be met to qualify for the adMail service. You will be asked to complete an adMail checklist with your Account Manager to ensure you meet all of the requirements.

2.1 Data

The following data requirements are mandatory:

- A documented procedure must be in place and used to suppress customer and prospect data against consumer and business files (e.g. Mail Preference Service) and each address list for each adMail posting shall be run against these files 30 days or less before the posting is prepared.
- An internal suppression file must be kept and maintained to ensure opt-outs are properly logged, and each campaign must be run against these files 30 days or less before the posting is prepared.

2.2 Service Standard

The Access service standard from Inward Mail Centres aims to deliver or attempt to deliver adMail items on the next working day after handover to and acceptance by Royal Mail. A working day means any day, which is not a Sunday, bank holiday, public holiday or Royal Mail non-service day'.

2.3 Seed mailing items

For each posting, the customer must provide Royal Mail with a sample of the mailing item to be used prior to posting or include Royal Mail as a seed in the posting to verify conformance to the adMail specification. The customer is required to provide a Sample/seed that is an exact reproduction of the mailing items posted in terms of both envelopes used and contents enclosed for each adMail posting.

The Samples/Seeds must be sent to the following address:

RMW (followed by the customers 5-digit customer ID)
PO Box 72662
London
E1W 9LD

Royal Mail will check samples and seed items to ensure conformance to the adMail contents specification. As part of Royal Mail and Whistl ongoing audit requirements, customers will be required, on request, to notify Royal Mail and Whistl of the identity of their originating customers submitting samples/seeds and the relevant unique customer ID where a unique customer ID has been used.

In the event that samples or seed items have not been provided, Royal Mail and Whistl may take action as outlined in the adMail Mandatory Conditions.

The mailing reference must appear on the Sample/Seed after the UCID sent to Royal Mail. It must also be included in your tnt.file under the 'job reference' field, and for Mailmark postings you will need to apply the mailing reference code to the e-manifest under the Batch Reference field, it can be up to 20 characters long and must read exactly the same on the Sample/Seed and in the tnt.file or e-manifest. If you as the Originating Postal Customer do not wish to participate in JIC (Joint Industry Committee) you have the option to 'Opt out'. You must ensure no Mail Reference is provided on the Sample/Seed.

- For non-mailmark users you will need to include the words 'OUT' within the job reference field in the tnt.file.

- For mailmark users you will need to denote '1' in the spare field of the emanifest.

3.0 Unrouteable, Under-Volume Bags/Trays, Non-Compliant Mailings

Any unrouteable, under-volume or non-compliant mailings as defined in the Premier customer guide and agreement that are posted under the adMail service will not be entitled to service discounts (if applicable) even if adMail specification has been met.

Conditions and charges for unrouteable, under-volume and non-compliant mailings are detailed in the Premier customer guide and Premier contract.

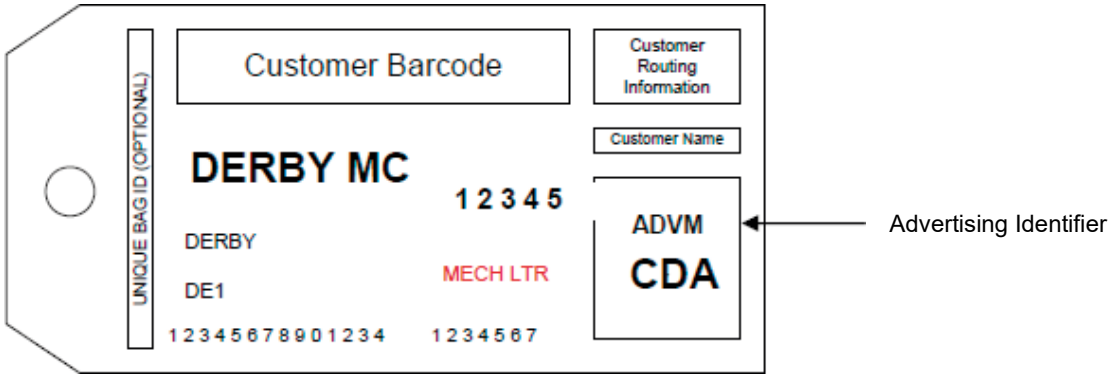
4.0 Presentation of adMail Mailing Items

In addition to the presentation requirements set out in the Premier customer guide, the following additional presentation requirements apply to all adMail mailings:

- *Each bag or tray that is used by the customer to hand over mailing items to Whistl must contain only adMail items. Mailing items that are not adMail may not be mixed in the same bag or tray.*
- *Each bag or tray containing exclusively mailing items conforming to the adMail specification that is presented by the customer to Whistl must be labelled by the customer using the labels provided which clearly indicate that the contents are adMail.*

The bag label must indicate 'ADVM' in the appropriate area as shown in the example below

Label Sample



5.0 adMail Mandatory Terms

These adMail Mandatory Terms are necessary to enable Whistl to comply with the conditions imposed by Royal Mail for the Advertising Mail service provided to Whistl by Royal Mail and these terms are subject to change in the event of a change to that service by Royal Mail. Whistl shall provide the Customer with as much notice as is reasonably practicable following a change by Royal Mail.

5.1 Background

These adMail Mandatory Terms sets out the terms on which the Customer may post adMail.

5.2 Definitions and interpretation

In addition to the other definitions, each of the following words and expressions when used in this set of Mandatory Terms has the meaning stated below.

adMail	means mailing items which are declared by the Customer as advertising mail, and which meet the criteria for adMail set out in these adMail Mandatory Terms;
adMail Discount	means any reduction on the charges payable on a mailing item eligible for adMail compared to the charges payable on the applicable non-adMail service, as amended from time to time;
adMail Information	means in respect of a given adMail Posting: a) the information provided by the Customer on a Posting Docket or e-Manifest (as applicable), in the course of the provision of the adMail service for that posting; b) the Sample/Seed referred to in paragraph 5.6 of these adMail Mandatory Terms which relates to that posting; and c) the Mail Reference provided on the Posting Docket or e-Manifest (as applicable) and on the Sample/Seed to us pursuant to paragraph 5.12.3.1(a) of these adMail Mandatory Terms for that posting;
adMail Posting	means a mailing containing only adMail;
ASBOF	means the Advertising Standards Board of Finance or any successor body of that body from time to time;
ASBOF Levy	means the voluntary levy on advertising mail payable to ASBOF;
Data Opt Out	means the right to opt out of JICMAIL's data sharing initiative as referred to in paragraph 5.12 and includes any subsequent data opt out as referred to in paragraph 5.12;
Independent Marketing Specialists	means Nielsen Media Research Limited (company no. 01765758) with registered offices at Venture House, 2 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, and such additional and/or replacement independent advertising market analysts as appointed by JICMAIL from time to time:
JICMAIL Levy	means the voluntary levy on advertising mail payable to JICMAIL;
JICMAIL Levy Cap	means: a) in the 2021 calendar year, a cap of £5,000 per each Originating Customer and Customer Entity; b) in any subsequent year, the amount published on Royal Mail's website (and, for the avoidance of doubt, if no cap is published on the website, then no cap shall apply);
Mail Producer	means the entity which produces adMail and hands it over to Whistl on behalf of the Customer;

Mail Reference	means a unique reference code of no more than twenty (20) characters which identifies a customer's specific AdMail posting such that each adMail posting will have a unique and distinct Mail Reference associated with it; and
MARB	means Mailing Audience Research Board Limited with company number 04123433 and whose registered address is 70 Margaret Street London W1W 8SS, or such replacement company from time to time;
Posting Docket	means the certificate containing details of postings (which are used by Royal Mail to calculate the cost of postage);
Sample/Seed	has the meaning given in paragraph 5.6 of these adMail Mandatory Terms.

5.3 The adMail Service

adMail is a six working day delivery service performed Monday to Saturday. Royal Mail aims to deliver mailing items on the first working day after handover to Royal Mail and acceptance by them.

5.4 Specifications for adMail

5.4.1
The specifications and requirements set out in these adMail Mandatory Terms are in addition to the specifications and requirements contained in the rest of this Customer Guide and in the contract between Whistl and the Customer. The Customer must comply with those specifications and requirements in addition to these adMail Mandatory Terms.

5.4.2
To qualify as adMail the Customer shall ensure:

5.4.2.1 that mailing items:

5.4.2.1.1 consists of a largely uniform message to all addressees of the adMail Posting;
5.4.2.1.2 have the purpose of promoting the sale or use of products or services, or to encourage contribution to or support of a cause;
5.4.2.1.3 are presented in trays or bags or, as long as the requirements set out in the Customer Guide for an unbagged posting are met, are presented unbagged;
5.4.2.1.4 are presented in bags or trays that exclusively contain adMail and if presented as an unbagged posting, are in bundles that exclusively contain adMail;
5.4.2.1.5 meet the requirements of the data specification and seed mailing items set out in these adMail Mandatory Terms; and
5.4.2.1.6 comply with the Specifications of the Customer Guide; and

5.4.2.2 that each adMail Posting:

5.4.2.2.1 contains a minimum 4000 mailing list; and
5.4.2.2.2 is assigned a customer ID. For clarity, the Customer may not mix mailing items with different mailing pack designs in containers assigned to a single customer ID; and
5.4.2.2.3 (unless the Data Opt Out has been exercised) has a unique Mail Reference assigned to it and that the same Mail Reference is entered on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed.

and, for the avoidance of doubt, the AdMail Discounts will nonetheless apply to the AdMail Posting provided such mail items comply with remainder of these AdMail Mandatory Terms even if the Data Opt Out has been exercised.

5.5 Data specification

5.5.1 The Customer must:

5.5.1.1 where data is not from a consent based file, have a documented procedure in place that is used to suppress customer and prospect data against the Mailing Preference Service (MPS), including MPS Deceased, and each address list used by the Customer to prepare the adMail must on each occasion the Customer hands over adMail be run against these files not more than 30 days before the mailing item that uses the data is delivered to the recipient (and for the purpose of this specification, all references to the term 'delivered' in these adMail Mandatory Terms shall mean 'posted' as notified by the Customer to Whistl);

5.5.1.2 keep and maintain an internal suppression file to ensure that opt-outs are properly logged, and each adMail Posting must be run against these files 30 days or less before the mailing item that uses the data is delivered to the recipient; and

5.5.1.3 ensure that at least 90 per cent of mailing items are fully and accurately addressed and postcoded in line with the Royal Mail Postcode Address File (PAF®).

5.6 Seed mailing items

5.6.1 For each adMail Posting the Customer must provide Whistl with one or more samples of each mailing pack design to verify conformance to the content requirement of the adMail specification. This can be provided as a sample pack prior to posting or by including Royal Mail as a seed to the posting (the "Sample/Seed). Royal Mail will retain each of the items received and use them for:

5.6.1.1 reference during the audit process as set out in paragraph 6.8 of these adMail Mandatory Terms; and

5.6.1.2 (unless the Data Opt Out has been exercised) the purpose envisaged in paragraph 6.12.1 of these adMail Mandatory Terms.

5.6.2 The Customer is required to provide samples or seeds that are exact reproductions of the mailing items posted in terms of both envelopes used and contents enclosed for each adMail Posting. The samples or seeds must:

5.6.2.1 be addressed to Royal Mail address detailed in the Customer Guide, or such other location(s) as may be notified from time to time; and

5.6.2.2 include:

5.6.2.2.1 the relevant UCID; and

5.6.2.2.2 (unless the Data Opt Out has been exercised) a unique Mail Reference for the specific adMail Posting to which the Sample/Seed relates; and

5.7 Failure to meet the specifications

5.7.1
If the Customer hands over an adMail Posting and Whistl (or Royal Mail) establish to its (or their) reasonable satisfaction that the Customer has not complied with all or any of the obligations under these adMail Mandatory Terms or that mailing items in that adMail Posting do not meet the adMail specifications, Whistl may either:

5.7.1.1. reject the adMail Posting;
5.7.1.2. allow the Customer to hand over the adMail Posting but remove the adMail Discount from that adMail Posting and charge the Customer the applicable charge for the service specification that those mailing items meet; or
5.7.1.3. suspend or terminate the Customer's right to post adMail under these adMail Mandatory Terms immediately on giving written notice to the Customer.

5.8 Audit and non-compliance

5.8.1
Whistl and Royal Mail must be reasonably satisfied at all times that the Customer can comply, and are complying, with these adMail Mandatory Terms. To satisfy Whistl and/or Royal Mail of the Customer's ability to comply and the Customer's continued compliance with those terms, the Customer agrees, among other things, to:

5.8.1.1. allow Whistl and/or Royal Mail to carry out a compliance audit in accordance with these adMail Mandatory Terms;
5.8.1.2. provide Royal Mail with Samples/Seeds; and
5.8.1.3. prior to each adMail Posting, notify Whistl and Royal Mail of the identity of the part of the Customer's organisation which is submitting Samples/Seeds as adMail, provided that Whistl and Royal Mail may use this information for the sole and exclusive purpose of auditing the relevant mailing items for compliance with these adMail Mandatory Terms.

5.8.2
If requested by Whistl and/or Royal Mail on not less than two working days' notice, the Customer agrees to allow Whistl and/or Royal Mail to carry out a compliance audit of the Customer's supply chain and mailing processes. The Customer shall provide all reasonable assistance that Whistl and/or Royal Mail reasonably require with any such audit, including but not limited to promptly giving Whistl and/or Royal Mail access to premises, staff, records and processes where such access is reasonably required for the purpose of such audit.

5.8.3
If Whistl and/or Royal Mail wish to carry out an audit without visiting any premises, the Customer shall co-operate with Whistl and Royal Mail by responding fully and promptly to any reasonable requests that are made. This may include, providing the identity of any organisation that is submitting seeds in the adMail Posting. The information will be used for the sole and exclusive purpose of auditing the compliance with these adMail Mandatory Terms.

5.8.4
For the avoidance of doubt, nothing in this paragraph will restrict Royal Mail from using the identity of the Customer for the purpose of paragraph 6.12 where the Data Opt Out has not been exercised.

5.8.5
Whether or not Whistl or Royal Mail carry out an audit, it is the Customer's responsibility to ensure all mailing items handed over to Whistl as adMail meet the requirements of these adMail Mandatory Terms.

5.8.6
If Whistl or Royal Mail (in each case, acting reasonably) consider that the Customer has not complied and/or cannot comply fully with all terms in relation to adMail including these adMail Mandatory Terms, Whistl may:

5.8.6.1. (regardless of any other term of the contract between Whistl and the Customer) suspend the provision of the adMail service until Whistl is satisfied of the Customer's compliance and its ability to comply;

5.8.6.2. (regardless of any other term of the contract between Whistl and the Customer) terminate the provision of the adMail service if Whistl reasonably considers it appropriate; and

5.8.6.3. where Whistl can demonstrate that the Customer has not fully complied with these adMail Mandatory Terms in respect of specific adMail Postings and where the Customer has benefited from the charges available for adMail, Whistl may require the Customer to pay Whistl:

5.8.6.3.1 a sum equal to the difference between the aggregate adMail charges paid as part of such posting(s) and the appropriate charges that would have been payable by the Customer for such posting(s) for mailing items that do not qualify as adMail; and

5.8.6.3.2 Whistl's and Royal Mail's reasonable costs and expenses incurred in carrying out the audit and calculating the amount due from the Customer.

5.9 Pricing

5.9.1. Only mailing items eligible for adMail that are handed over to Whistl and Whistl accepts will qualify for the adMail Discount.

5.9.2. Regardless of any other term of the contract between Whistl and the Customer Whistl may change the adMail Discount on at least two weeks' prior written notice.

5.9.3. All discounts shall be credited to the Customer on the occasion of each posting.

5.10 Deduction of the ASBOF Levy

5.10.1
The Customer agrees that Whistl may, subject to paragraph 5.10.3 of these adMail Mandatory Terms, collect the ASBOF Levy on behalf of ASBOF on all direct mail mailing items presented as adMail. The ASBOF Levy is voluntary. Whistl shall pass the entire value of the ASBOF Levy to Royal Mail who in turn will pass it to ASBOF at the end of each quarter of the financial year. The value of the ASBOF Levy shall be that as stated on the pricing page of Royal Mail Wholesale's Website, as changed from time to time. Whistl will notify the Customer if Royal Mail are no longer appointed to collect the ASBOF Levy.

5.10.2
If the Customer wants a refund of the ASBOF Levy that the Customer has paid, the Customer must submit a written retrospective claim to ASBOF, on a quarterly or annual basis, to be sent to The Treasurer, ASBOF, 5th Floor, 21 Berners Street, London W1T 3LP (or such other address as may be advised from time to time), giving the following information:

5.10.2.1. evidence confirming that the Customer has paid the ASBOF Levy, and confirmation of the amount paid; and

5.10.2.2. an explanation (in reasonable detail) setting out the reason for the request for a refund.

5.10.3
Whistl will notify the Customer if Royal Mail are no longer appointed to collect the ASBOF Levy.

5.10.4
Whistl may amend or withdraw the requirements of this paragraph 5.10 of these adMail Mandatory Terms on one month's notice.

5.11 Change and termination

5.11.1
Regardless of any other term of the contract between Whistl and the Customer Whistl may change or withdraw this adMail Service by giving the Customer written notice in which event these adMail Mandatory Terms and the use of the adMail Service will terminate at the expiry of that notice period.

5.11.2
Regardless of any other term of the contract between Whistl and the Customer, either party may terminate these adMail Mandatory Terms on written notice with immediate effect if the other party commits any material or persistent breach of the adMail Mandatory Terms this Customer Guide as long as, where the breach can be remedied, it has not been remedied within 20 days of the party in breach having been notified of the breach by the other and asked to take steps to remedy the breach.

5.11.3
Regardless of any other term of the contract between Whistl and the Customer, Whistl may terminate these adMail Mandatory Terms on written notice with immediate effect if:

5.11.3.1 the Customer fails to pay any charges as they fall due; or
5.11.3.2 an insolvency event occurs in relation to the Customer.

5.11.4
Termination of these adMail Mandatory Terms for any reason shall not affect any rights which either party may already have before the date of termination, or whether or not any obligations which were intended either to come into or remain in force after termination do so.

5.12 adMail Information

5.12.1
Royal Mail wish to use adMail Information for the purpose of assessing the circulation of adMail and to create an advertising mail currency that enables advertisers to achieve higher their investments in adMail. To do this Royal Mail wish to share the adMail Information with MARB and permit MARB to share information with the Independent Marketing Specialists.

5.12.2
The Customer agrees to inform each organisation for which the Customer hands over items of the following:

5.12.2.1. that Royal Mail wish to use and share the adMail Information for the purposes set out in paragraph 5.12.1 of these adMail Mandatory Terms;

5.12.2.2. of the right to opt out of Royal Mail using and sharing the adMail Information (the Data Opt Out) by instructing the Customer and the Customer's Mail Producer (where it uses one) to notify Royal Mail by email using the opt out form available on Royal Mail's website, providing Royal Mail with the identity of the organisation that wishes to exercise the Data Opt Out together with their UCID and SCID (if applicable), such notice to be sent to the email address specified in the opt out form with the subject heading 'JIC Opt Out' (Data Opt Out Notification); and

5.12.2.3 that the Data Opt Out shall be valid for a period of 12 months from the date of receipt of the Data Opt Out Notification (Opt Out Period), following which the Customer will need to send a further Data Opt Out Notification should it wish to exercise the Data Opt Out for a further Opt Out Period;

5.12.2.4. that:

5.12.2.4.1 if the Data Opt Out is to be exercised, then it is the Customer's responsibility to ensure that it sends a Data Opt Out Notification; and

5.12.2.4.2 if Royal Mail do not receive a Data Opt Out Notification, or if the Data Opt Out has expired and Royal Mail have not received a subsequent Data Opt Out Notification, then Royal Mail shall be entitled to treat that as consent for Royal Mail to use their AdMail Information and share their Industry Input Data for the purpose set out in paragraph 5.12.1 and neither Whistl nor Royal Mail shall have any liability to in respect of such use.

5.12.3 Royal Mail will try to notify the Customer in advance of the expiry of the relevant Opt Out Period.

5.12.4 The Customer will ensure that:

5.12.4.1. if the Data Opt Out has not been exercised pursuant to paragraph 5.12.2.2 of these adMail Mandatory Terms, then:

5.12.4.1.1. the Customer must ensure each adMail Posting is assigned the correct Mail Reference and such Mail Reference is declared on the Posting Docket or e-Manifest (as applicable) and the associated Sample/Seed item; and:

5.12.4.1.2. where an individual adMail Posting is being posted across a number of different days, then the same Mail Reference is to be used for each day of that adMail Posting; or

5.12.5 Paragraphs 5.12.1 to 5.12.4 shall apply equally if the Customer is the posting customer of the AdMail, in which case:

5.12.5.1 the Customer may exercise the Data Opt Out by sending Royal Mail a Data Opt Out Notification in accordance with these adMail Terms;

5.12.5.2 however, if Royal Mail have not received a Data Opt Out Notification, or if the Data Opt Out has expired and Royal Mail have not received a subsequent Data Opt Out Notification, then Royal Mail will be entitled to treat that as consent for Royal Mail to use the AdMail Information and share the Industry Input Data for the purpose set out in paragraph 5.12.1.

5.12.6 Whistl and the Customer each agree that the adMail Information shall not be Confidential Information where a Data Opt Out has not been exercised.

5.13 How to Opt Out?

If the customers wishes to opt out, they need to inform Whistl, providing company name, access operator and all relevant UCID's. The opt out is valid for 12 months, after which the process should be followed again, if the customer wishes to opt out for a further 12 months.

5.14 Deduction of the JICMAIL Levy

5.14.1 The Customer agrees that Whistl and Royal Mail may collect the JICMAIL Levy on behalf of JICMAIL on all direct mail Mailing Items presented as AdMail. The JICMAIL Levy is voluntary. The entire value of the JICMAIL Levy will be passed to JICMAIL at the end of each quarter of the financial year. The value of the JICMAIL Levy shall be that as stated on the pricing page of Royal Mail's website, as changed from time to time, and shall be subject to the JICMAIL Levy Cap. Any amounts paid in excess of the JICMAIL Levy Cap will be refundable by JICMAIL and neither Whistl nor Royal Mail will be liable in respect of any amounts paid in excess of the JICMAIL Levy Cap.

5.14.2 The Customer acknowledges that Whistl and Royal Mail are providing a collection service for the JICMAIL Levy only. If the Customer wishes to obtain a refund of the JICMAIL Levy that it has paid, the Customer must submit a written retrospective claim to JICMAIL, on a quarterly or annual basis, to be sent to The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W 8SS (or such other address as may be advised from time to time), giving the following information:

5.14.2.1. evidence confirming that the Customer has paid the JICMAIL Levy, and confirmation of the amount paid; and

5.14.2.2. an explanation (in reasonable detail from a board member) setting out the reason for the request for a refund.

5.14.3 Whistl will notify the Customer if either Whistl or Royal Mail are no longer appointed to collect the JICMAIL Levy.

FAQs adMail FAQs

Why is the adMail service only for Direct Mail?
Whistl is attempting to support the advertising medium through the use of mail. By reducing prices for DM, we aim to demonstrate to customers our commitment to delivering value for money and to provide continued support to the existing DM market.

adMail definitely doesn't apply to transactional mailings like statements and invoices.

Can adMail include transactional content?
No. The adMail service is for "pure" DM and would not apply to, for example, a bank statement with an element of advertising mail included in the mailing.

What are the customer benefits of using adMail?
Customers have the opportunity to benefit from lower prices and an increased return on their investment.

Whistl adMail Customer Guide Version Control

Document history

Date	Version No.	Section Revised	Revision Summary
25/03/2020	V1	All	Due to changes to our brand design, the changes made were for design purposes only. Combined adMail and greenPost customer guides Included RM back-to-back terms for adMail and greenPost
25/02/2021	V1.1	6.0 adMail Mandatory Terms 12.0 greenPost Mandatory Terms	Amendments to both of these sections to include JICMAIL Levy and Data Opt Out process
07/12/2021	V1.2	All	Removal of greenPost and Responsible Mail
15/11/2022	V1.3	2.0 adMail Specifications 5.0 adMail Mandatory Terms Page 14	Removal of Whistl Address for seeds/samples Change of Whistl Head Office address
23/01/2024	V1.4	All	Design changes

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