

Terms And Conditions

1. Evaluation questions and answers

Your evaluation report will be based solely on your answers to the evaluation questions. It is your responsibility to ensure that your answers are complete and accurate. We will not independently confirm the completeness or accuracy of your answers.

2. Evaluation reports

- 2.1 We will send you your evaluation report by posting it electronically to a secure area on this website that is accessible only to individuals who know a valid user name and password. You are responsible for ensuring you have the necessary hardware and software to allow you to access, open and interpret your evaluation report, and we are not obliged to provide you with any assistance to do so. We are not responsible for any failure or delay in delivering your evaluation report, or any damage to your evaluation report, caused in transmission or by your hardware or software.
- 2.2 Your evaluation report will be accessible to anyone who knows a valid login and password for your secure area on this website. You are responsible for the security of the logins and passwords for your secure area, and we will assume that any person who accesses your secure area with a valid login and password is authorised to do so. If you wish to cancel a login or password for your secure area (for example if it is known to an individual who is no longer employed by you) you can contact us and we will do so immediately.
- 2.3 To the fullest extent permitted by law, we exclude all liability to you for any adverse effect your evaluation report may have on your hardware or software, whether as a result of a virus or otherwise. The types of liability excluded include all of those listed in clause 5.3(b). To the extent this exclusion is ineffective or invalid, our liability to you is limited to the price of your evaluation report.

3. Payment

You must pay for your evaluation report in advance at the relevant price quoted on this website at the time you complete the online payment process. The prices quoted include United Kingdom VAT if you are ordering from within the EEA. If you are ordering from outside the EEA the prices quoted do not include any sales tax.

4. Use of Information

We will use your answers to the evaluation questions and your evaluation report in the following ways:

- (a) We will use your answers to the evaluation questions to prepare your evaluation report.
- (b) We may use your answers to the evaluation questions and information from your evaluation report for marketing and statistical purposes that do not identify you. For example:
 - (i) We may use your answers to the evaluation questions and your campaign score to calculate baseline scores for your type of campaign, which we will use to compare other campaigns we evaluate to an industry average.
 - (ii) We may use your answers to the evaluation questions to support public statements that a certain number or percentage of campaigns evaluated by us have particular attributes.

We will not use your answers to the evaluation questions or your evaluation report for any other purpose or disclose them to any third party (other than to third parties who know a valid login and password for your secure area on this website).

5. General

5.1 In these terms and conditions:

- (a) “you” means the person who is the subject of the campaign being evaluated (which is not necessarily the person who submits the evaluation request) and “your” has a corresponding meaning; and
- (b) “we” means Royal Mail Group plc, and “us” and “our” have corresponding meanings.

5.2 The contract between you and us for your evaluation report will not be formed until such time as we send you your evaluation report. We reserve the right to refuse your evaluation request, in which case you will receive a full refund.

5.3 Your evaluation report is provided on an "as is" basis. To the fullest extent permitted by law we:

- (a) exclude all representations and warranties relating to your evaluation report, including in relation to any inaccuracies or omissions in your evaluation report; and

- (b) exclude all liability for loss or damage arising out of or in connection with your use of or reliance on your evaluation report. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised us of the possibility of such potential loss) or any indirect consequential and incidental damages.

To the extent the exclusion in clause 5.3(b) is ineffective or invalid, our liability to you is limited to the price of your evaluation report.

- 5.4 We have no liability to you for any failure or delay in complying with any of our obligations under this agreement that is caused by any industrial action or event or circumstance outside our reasonable control.
- 5.5 Nothing in this agreement excludes or limits our liability to you for any death or personal injury resulting from our negligence, or otherwise affects any of your statutory rights that cannot be excluded or limited.
- 5.6 This agreement comprises the entire agreement between you and us about your evaluation report. Any variation to this agreement will be ineffective unless it is in writing and signed by you and us.
- 5.7 This agreement is governed by, and will be construed in accordance with, English law. You and we submit to the exclusive jurisdiction of the English courts for all disputes about your evaluation report. If any provision of this agreement is deemed invalid or unenforceable for any reason, that provision will be severed from this agreement and the remaining provisions will continue to apply.

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