

## ROYAL MAIL PRINT AND POST - TERMS OF USE

### 1. Our Responsibilities

- 1.1. We will use commercially reasonable endeavours to make the Royal Mail Print and Post services available to you on this site (**Services**), 24 hours a day, seven days a week, except for planned maintenance carried out at our discretion. We will give you at least 48 hours' notice for scheduled updates, and will aim to give you 5 working days' notice wherever possible. We will give you as much notice as is reasonably possible for urgent, un-scheduled maintenance.
- 1.2. We will provide print and paper quality appropriate to the purpose for which it is being used.
- 1.3. Once you have approved your proof, it will go straight into production, so we are unable to cancel the order and you will be liable to pay to related charges for the order.

### 2. Your Responsibilities

- 2.1. You must:
  - 2.1.1. not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms of use, or act fraudulently or maliciously in relation to the Services, for example, by hacking, or inserting malicious code (such as viruses) or harmful data, into the Services or this operating system;
  - 2.1.2. not infringe our intellectual property rights or those of any third party in relation to your use of the Services, including by the submission of any material (to the extent that such use is not licensed by these terms);
  - 2.1.3. not use the Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users' use or enjoyment of the Services; and
  - 2.1.4. not collect or harvest any information or data from any Services or our systems or attempt to decipher any transmissions to or from the servers running any Services.
- 2.2. You must not access, store, distribute or transmit any virus, or any material during the course of your use of the Services that:
  - 2.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 2.2.2. facilitates illegal activity;
  - 2.2.3. depicts sexually explicit images;

2.2.4.promotes unlawful violence;

2.2.5. is discriminatory based on age, race, gender reassignment, religion or belief, sex, sexual orientation, marriage or civil partnership, pregnancy or maternity, or disability; or

2.2.6. is otherwise illegal or causes damage or injury to any person or property.

### **3. Using the API**

3.1. You must adhere to our Clause 4 (Fair Usage of the API) if you wish to use our Application Programme Interface (**API**).

3.2. Subject to adhering to the terms referred to at Clause 3.1, you may make full use of the API during your build and carry out reasonable testing of the API link. Before roll out of your final live solution using the API link, you must present details of your solution to us for final approval.

3.3. You may be asked to make changes to that solution where we reasonably conclude that the solution is not in accordance with Clause 4 (Fair Usage of the API) or may be in any way detrimental to the operation of our systems.

3.4. If any solution is rolled out that is not in accordance with our Clause 4 (Fair Usage of the API) or that has a detrimental effect on the operation of our systems, we reserve the right to suspend your solution's access to the Services on immediate notice (identifying the relevant issues with that solution) and until such time as the issues identified in that notice are resolved to our reasonable satisfaction.

### **4. Other**

4.1. We reserve the right to cancel any mailing, at our sole discretion, if we believe the content to be in any way harmful, offensive, inappropriate or detrimental to our reputation.

4.2. We reserve the right to remove your account if you breach any of these terms of use or if your account has been inactive for 24 consecutive months. We will refund any unexpired outstanding credit balance in the event of breach. If

4.3. These terms of use form part of your Order under a Call Off Agreement for these Services under Lot 1 of the Framework Agreement SP-15-014 for the supply of Postal Services for the Benefit of the Scottish Ministers and Other Public Bodies (the "Planned Mail Framework Agreement") and shall be in addition to the terms of the Planned Mail Framework Agreement and your Order under a Call Off Agreement defined at Schedule 5 therein. Where these terms of use conflict with the terms of the Planned Mail Framework Agreement and/or your Call Off Agreement, the terms of the Planned Mail Framework Agreement and your Order and the related Call Off Agreement shall prevail.

4.4. All orders will be dispatched in line with the timetable in Annex 1 – Dispatch Times

### Annex 1 – Dispatch Times

DAY YOU PLACE YOUR ORDER (Before 17:00)	DAY IT SHOULD BE DISPATCHED
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Saturday
Saturday	Monday
Sunday	Monday