

## TRADING TERMS AND CONDITIONS

**1 INTRODUCTION.** These terms and conditions shall apply to any contract between the Mailing House and the Client (which shall mean the person, firm or company placing any order which is accepted by the mailing house) for the supply of goods (including any instalment or part of them) and services (including any part of them) which the Mailing House is to supply or deliver.

**2 QUOTATIONS.** All quotations are based upon the information available to the Mailing House at the date of the quotation and are subject to sight of materials, their suitability and any artwork to be supplied to the Mailing House by clients. Quotations are valid for a period of 30 days and are for the whole of the goods or services to which the quotation relates. The Mailing House may extend the period for consideration of its quotation at discretion and may refuse to accept any order for goods or services, which constitute only part of the quotation. All orders must be made by Client purchase order or written confirmation. No contract shall exist between the Mailing House and the Client where the Mailing House rejects the order.

**3. SUPPLY AND DELIVERY OF MATERIALS.** The Client shall be responsible for ensuring that the materials supplied by or on its behalf: a) conform to Royal Mail requirements b) Conform to specification as quoted c) Are accompanied by a delivery note stating the quantity and description of the goods supplied d) Are delivered boxed and packed in such a way as to withstand handling and storage e) Are sufficient to enable the Mailing House to produce the correct quantity of printing or complete a mailing. The Mailing House shall use reasonable endeavours to provide the Client with a reasonable estimate of the quantity of printing or reproductive work required. The Mailing House shall count the number of boxes containing materials supplied on or behalf of the Client against the delivery note and shall report any discrepancy to the Client. The Mailing House shall not be responsible for any loss arising from errors or omission in the goods supplied nor is required to check the contents of boxes supplied by or on behalf of the Client. All materials supplied by or on behalf of the Client are at the Client's risk whilst on the Mailing House's premises or in transit to such premises and the Client is responsible for arranging adequate insurance cover for those materials unless arrangements have been made to the contrary. Any Client materials, which remain in the Mailing House's possession after 7 days from the completion of any order, will be subject to storage charges. Unless otherwise specified the cost of collection and delivery of the Client's goods or materials is not included within the quotation. Where this is carried out by the Mailing House or for the Client it will be charged for as an extra, unless it is the single collection specified as included within Premium Services 25 mile radius.

**4. COMPLETION OF ORDERS.** The specified time for the delivery of orders or mailings to the Royal Mail shall be subject to timely receipt by the Mailing House of all information and materials to enable it to proceed with the contract and to comply with any applicable governmental or other consent.

**5. FORCE MAJEURE.** The Mailing House shall be under no liability if it is unable to carry out any of the provisions of the contract for any reason beyond its control including (without limiting the foregoing) Act of God; legislation; war; fire; flood; drought; failure of power supply; lock out; strikes or other action in contemplation of the furtherance of a dispute (but not strikes or other action in contemplation of furtherance of a dispute taken by the Mailing House's employees). During the continuance of a situation of 'Force majeure' the Client may by written notice to the Mailing House terminate the contract and pay for work done and materials used, but subject to this shall accept delivery when available.

**6. DATA PROTECTION.** The Mailing House represents, warrants and undertakes to the Client that it shall process any personal data (as defined in the Data Protection Act 1998) solely for the purposes of this contract and for no other purpose. The Mailing House represents, warrants and undertakes to the Client that it has in place appropriate technical and organisational measures against accidental or unlawful destruction or loss of or alteration to, unauthorised disclosure or unauthorised access to any personal data. The Mailing House shall ensure that each of its employees, agents and subcontractors are made aware of its obligations with regard to the security and protection of personal data. The Mailing House shall comply with all reasonable requests from the Client to enable it to comply with any and all of its' obligations under the Act. Upon the completion or termination of the mailing the mailing house shall return both the original data file and mailed data file to the Client.

**7. INTELLECTUAL PROPERTY.** The intellectual property rights in any work created by the Mailing House or its subcontractors in relation to this contract shall vest in the Mailing House unless it is agreed in writing that such intellectual property rights shall pass to the Client.

**8. CHARGES AND PAYMENT.** Invoices are to be paid on completion of the contract and in any event not less than monthly intervals within 30 days of the invoice date. All prices quoted are strictly net and are exclusive of VAT which

is payable by the Client where applicable. The Client shall also be charged for any preliminary work produced by the Mailing House at the Client's request whether experimentally or otherwise and any Client corrections or changes made after the first proof. Where the mailing is to be undertaken through the Mailing House's own postal account, the cost of postage shall be paid by telegraphic transfer not later than 48 hours before the mailing begins, or by cheque no later than 10 working days before the mailing begins or in good time for bank clearance of payment. If the cost of postage is not paid within the specified time limit the Mailing House shall have the right to withhold the mailing. Where the cost of postage is less than the amount paid by telegraphic transfer the Mailing House shall either refund any sums remaining to the Client or shall provide a credit to the Client for the next mailing it puts through the mailing House's account. The Mailing House reserves the right to charge interest at the rate of 3% month or part thereof on any overdue sums from the date on which payment was due (which shall mean 30 days after the date of any non-postage invoice) to the date on which payment is received.

**9. CODES OF PRACTICE AND INDEMNITIES.** The Client shall provide the Mailing House with a true copy of all advertising material or other material intended to be enclosed with any, material prepared by the Mailing House. The Client shall ensure that all information or materials provided by it complies with all applicable statutory requirements and with the codes of practice of the appropriate supervisory bodies including but not limited to, The British Codes of Advertising and Sales Promotion (BCASP); and the Direct Marketing Association's Code of Practice. The Client shall indemnify the Mailing House against all costs, claims, liabilities, penalties and expenses which the Mailing House may incur by reason of it's works being illegal, unlawful, infringing any copyright, trademark or other intellectual or other proprietary rights of any third party or is defamatory, obscene, or the distribution of which may infringe postal or other regulation or which is in breach of any trade description or other legislation. The Mailing House shall have the right upon request from the body administering the Quality Standard in Mail Production (QMP) or any successor accreditation scheme, to supply that body with samples of any mailings relating to the contract.

**10. PROVISION OF COMPUTER DATA.** The Client shall ensure that any computer data supplied to the Mailing House is clean, unadulterated, capable of being read and processed and does not contain any computer viruses. In the event of data supplied being corrupt the Mailing House shall either require the Client to supply clean unadulterated data which does not contain any computer viruses or decontaminate the data itself, but at the Client's expense as advised to the Client. The Client shall ensure that all data supplied to the Mailing House is completely unambiguous with regards to format. A specification of the formats of the data supplied and instructions for interpretation must be provided in writing.

**11. LIABILITY.** The Mailing House's entire liability for acts and omissions of its employees, agents and sub contractors in respect of any breach of its contractual obligations and of any representations, statement or tortious act or omission including negligence shall be limited to the contract price excluding postage and telecommunications costs. The Mailing House shall not be liable for any indirect or consequential loss or damage, loss of profits or goodwill or loss of any other kind, other than the direct loss suffered by the Client and subject to limitation as 11. Notwithstanding Clause 11 above, the Mailing House's liability to the Client for death or injury resulting from its own or that of its employees, agents or sub contractors negligence shall be unlimited.

**12. TERMINATION AND CANCELLATION.** 12.1 Subject to Clause 12.2 either party shall be entitled to terminate an order by notice in writing to the other in the event of any material breach by the other party of any of its obligations under these Terms. The termination will take effect 14 days after receipt of written notice unless the defaulting party has remedied the default within this time. The Mailing House shall be entitled to terminate this contract by notice in writing in the event of the Client's failure to pay in accordance with the terms of the contract or in the event of the Client committing an act of bankruptcy or taking any steps leading to liquidation, making any agreement with its creditors or having a receiver or administrative receiver appointed over any of its assets. In the event of termination by the Mailing House under this clause, the Client shall immediately pay any outstanding sums due to it from the Mailing House. 12.2 If either the Mailing House or the Client wishes to cancel the contract (other than for a breach of the contract by the other and the instances arising under clause 12.1 then: a) where the Client cancels the contract it will pay to the mailing House a reasonable sum for any work carried out by it prior to such cancellation together with a reasonable profit on the uncompleted portion of the contract b) where the Mailing House cancels the contract it will pay to the Client all reasonable costs incurred by the Client relating to that contract. Termination of the contract by cancellation in 12.2 a) and b) above will take immediate effect upon receipt of written notice to the other party.

**13. AGENCY PARTNERSHIP AND JOINT VENTURES.** Nothing in this contract shall be construed as to constitute either the Mailing House or the Client to be the agent of the other and it shall not operate so as to create a partnership or joint venture of any kind between them.

**14. ENFORCEABILITY.** No failure or delay by either the Mailing House or the Client in exercising their rights under this contract shall be deemed to be a waiver of those rights. No waiver by either of them of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

**15. SEVERABILITY.** Notwithstanding that any provisions of this contract may prove to be illegal or unenforceable the remaining provisions shall continue in full force and effect.

**16. ENTIRE AGREEMENT.** These trading terms and conditions constitute the entire contract between the Mailing House and the Client with respect to the matters dealt with herein. No variation to this contract shall be valid or effective unless made in writing and signed by both of them.

**17. JURISDICTION.** These terms and conditions of trading are subject to English law and the Mailing House and the Client agree to submit to the jurisdiction of the English courts in respect of any dispute or difference arising under it.