

## Terms and Conditions

### 1. Estimates

- a. An estimate is based on information provided to Mail and Print at the date of the estimate.
- b. Estimates are valid for a period of **30** days. Mail and Print may extend this period at its sole discretion.
- c. No contract will exist between Mail and Print and the Client where Mail and Print declines an order.
- d. Any estimate given or price list circulated by Mail and Print is an invitation to the Client to make an order only and is not binding until confirmed by Mail and Print.
- e. All estimates are based on approximate volumes and estimated costs current at the time the estimate is produced.
- f. Rates shown in the estimate are based on a uniform run of the quality and quantity requested by the Client. Any request for a variation in the quality or quantity of items provided will give rise to a variation in the rates of charge estimated.
- g. Any estimated timescales are based on the available capacity at the time of the order and are subject to change and do not form part of the contract between Mail and Print and the Client.

### 2. Estimated Price

- a. All prices estimated may be subject to amendment prior to completion.
- b. Prices are exclusive of VAT and any other tax duty tariff or charge arising in the United Kingdom or elsewhere.
- c. The company reserves the right to increase the price as a result of any of the following variations occurring before delivery of goods, or completion of services:
  - Any variation to the estimate or specification at the request or with the agreement of the Client.
  - Any alteration in costs of raw materials or overheads affecting the goods or service. Postage costs are estimated and may vary without notice depending on size, weight and quantity.
- d. Unless otherwise stated the price does not include collection and delivery of items to be handled under the contract and any additional services performed by Mail and Print at the request of the Client will be charged by Mail and Print.
- e. Prices are exclusive of samples and proofs unless otherwise stated.
- f. All postage costs are estimates and total postage costs will be confirmed on receipt of the final courier invoice. Any excess or reduction shall be either invoiced or credited to the Client.

### 3. Order, Supply, Delivery and Storage

- a. The Client is responsible for ensuring that the materials supplied by it or on its behalf:
  - Conform to specifications in the estimate and couriers' requirements.
  - Are supplied punctually.
  - Are accompanied by a delivery advice note stating the quantity and description of the materials supplied.
  - Are packed and supplied in such a way as to withstand normal storage and handling within a warehouse and packing environment.
  - Are sufficient to enable Mail and Print to deliver the contract quantity allowing for normal wastage and spoilage (normally 4%). Note, re-supply of shortages may incur additional machine set up charges.
- b. All materials supplied by or on behalf of the Client are at the Client's risk whilst on Mail and Print's premises or whilst in transit to Mail and Print's premises and the Client is responsible for arranging adequate insurance cover for the Client's materials. Mail and Print are not responsible for loss or damage to the Client's materials including consequential loss arising from loss howsoever caused.
- c. Mail and Print will provide storage of materials associated with the order free of charge up to a limit of 2.4m<sup>3</sup>. If storage of more than 2.4m<sup>3</sup> is required Mail and Print will charge a storage fee. This includes storage of items prior to production/mailing.
- d. Mail and Print shall in respect of all unpaid invoices due from the Client exercise a lien on all Client materials and property in its possession. Client's materials that remain at the premises of Mail and Print after 7 days from the completion of any job, due to the Client's default, will be subject to storage charges. Mail and Print reserve the right to destroy or dispose of any items associated with the mailing left on Mail and Print premises for over 30 days from the mailing date, at the Client's cost. The Client must give 48 hours' prior consent between the hours of 9:30am and 3:30pm Monday to Friday. See document SA001.
- e. Where collection and or delivery is carried out by Mail and Print for the Client this will incur an extra charge.
- f. The company will use its best endeavours to comply with any date(s) for despatch or delivery of the goods, supplies or items handled as stated in the contract, but unless the Client expressly provides such date or dates agreed in advance in writing by Mail and Print then time of delivery cannot be assured by Mail and Print.

- g. No responsibility is accepted by Mail and Print for items, goods or materials once they have been accepted by the courier on dispatch to the Client.
- h. If Mail and Print has used its reasonable endeavours and fails to despatch or deliver the goods or to complete the work by such date or dates, such failure shall not constitute a breach of contract and the Client shall not be entitled to cancel or reject the contract or to claim compensation for such failure including any consequential loss. Liability of Mail and Print shall not exceed that proportion of the contract price which is attributable to the goods or materials affected. Any liability on Mail and Print and all liability whatsoever for consequential loss or damages are excluded.
- i. Any unforeseen overtime costs incurred by Mail and Print as a result of achieving the despatch or delivery dates stated in the contract shall be charged to the Client.
- j. Rescheduling of work at the Client's request is subject to Mail and Print's sole discretion.
- k. Mail and Print will record the number of boxes/pallets delivered against the delivery note and sign for the materials "unchecked". Mail and Print will not accept any responsibility whatsoever for any delivery shortfall. Mail and Print shall not be responsible for any loss arising from any errors or omission in the goods or materials supplied.
- l. To ensure sufficient materials to complete the job, the Client must supply materials to Mail and Print of at least 4% (with a minimum of 50 items) more than the total required for the job to allow for material used for set up and spoilage.
- m. When Mail and Print are asked to supply materials Mail and Print automatically produce at least 4% of "overs" and the costs of producing "overs" will be charged to the Client.
- n. In the case where insufficient materials are supplied by the Client to complete the order in one process a surcharge of the actual costs incurred by Mail and Print for stopping and restarting the process may be made and any pre-arranged mailing date will be void.
- o. Where despatch is to be made by instalments, each despatch shall be deemed to constitute a separate enforceable contract; Mail and Print are entitled to issue and be paid on a separate invoice for each despatch.
- p. Mail and Print does not guarantee that it will deliver the exact quantity of goods ordered by the Client and Mail and Print shall be deemed to have complied with its obligations under the contract by delivery of a quantity of goods constituting plus or minus 10% of the quantity ordered. The price paid by the Client shall reflect the actual quantity delivered and shall be amended by Mail and Print.
- q. Where postponement of despatch or delivery or completion is agreed by Mail and Print and the Client, the Client shall if required by Mail and Print pay all costs and expenses incurred by Mail and Print. The goods, items or materials shall be held at the Client's risk from the date of postponement. Goods, items or materials may be stored free of charge on the premises of Mail and Print for a period of 7 days during postponement. Thereafter, Mail and Print reserves the right to charge a fee for storage of goods, items and materials, see document SA001.
- r. Mail and Print reserves the right to reject any materials which in its opinion is or may be of an illegal, obscene or offensive nature. The Client indemnifies Mail and Print against all actions, claims and proceedings which arise due to requirements or specification involve or are alleged to involve defamation, obscenity, infringement of any copyright, propriety or other rights of any third party or any illegality of any kind whatsoever.
- s. Mail and Print will not be held responsible for any consequential loss or delay if due to postage not being prepaid.
- t. Where materials arrive after the due date or late, Mail and Print will use reasonable endeavours to achieve the best delivery date for the Client but if subsequent agreed mailings are delayed as a result of late delivery Mail and Print have no liability for any losses, including any consequential losses to the Client.

#### **4. Sub Contractors**

Mail and Print shall be entitled without prior consent of the Client to sub-contract the whole or any part of the contract or to employ any independent contractor to perform its obligations under the contract and in so doing none of the obligations accepted or the rights conferred on Mail and Print shall in anyway be negative or varied.

#### **5. Force Majeure**

- a. Mail and Print is not under any liability if it is unable to carry out any of the provisions of the contract for any reason beyond its control including act of God; legislation; war; fire; flood; drought; failure of power supply; lock out; strikes.
- b. During the continuance of any Force Majeure event the Client may by written notice to Mail and Print terminate the contract and pay for work completed and materials used, accepting that mailing and delivery will occur once the Force Majeure event has ended.
- c. Mail and Print shall not have any liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of Mail and Print's inability to perform its obligations under the contract in any of the circumstances mentioned in clause 5.a. above.

## **6. Data and Artwork**

- a. Mail and Print represents, warrants and undertakes to the Client that it shall process any personal data solely for the purposes of this contract and for no other purpose.
- b. Mail and Print use reasonable endeavours to ensure that its employees, agents and subcontractors are made aware of its obligations with regard to the protection and security of personal data.
- c. Upon the completion or termination of the contract the Client shall provide instructions for the return or destruction of all data supplied as part of the contract.
- d. The Client must ensure that any computer data supplied to Mail and Print is fit for purpose and capable of being read and processed and does not contain computer viruses. In the event of the computer data being corrupt, Mail and Print will require the Client to supply clean data at the Client's expense.
- e. The Client must ensure that all data supplied to Mail and Print is unambiguous with regard to its format.
- f. Client data is accepted subject to the compatibility of the database, data is disposed of at the conclusion of the contract pursuant to the guidelines laid down in the Data Protection Act unless data storage arrangements have been agreed, such arrangements are chargeable.
- g. All stationery supplied to Mail and Print by the Client for laser personalisation should be of laser guaranteed quality. Mail and Print will not accept any responsibility for any stationery supplied by the Client that will not run through laser machines. If the Client is unsure of a materials suitability to run through laser machines, Mail and Print suggest that printed test stock (a minimum of 20 sheets) should be supplied at the Client's cost.
- h. Mailing lists may be ordered by Mail and Print on behalf of and as agent for the Client. Mail and Print shall not incur any liability in respect of the provision or contents of such lists and the Client is responsible for the suitability of a particular list for its purposes.
- i. Mailing lists are supplied for one off use on a rental basis and must not be copied or re-mailed without the express permission of the principals of the list. All lists supplied by Mail and Print are directly governed by the rules stipulated under The Data Protection Act and Mail Preference Service. The copyright will remain with Mail and Print or its supplier.
- j. Any alterations by the Client to artwork or supplied proofs previously agreed with the Client will incur an additional charge.
- k. The Client shall be charged for preliminary work completed by Mail and Print at the Client's request whether experimental or otherwise and any corrections made after the first proof and any other changes requested by the Client on or after the first proof.

## **7. Charges and Payment**

- a. Invoices must be paid in accordance with payment terms agreed, (normally 30 days from dated invoice), terms subject to credit approval and up to an agreed credit limit with Barclays Ledgermaster, unless otherwise agreed. Any excess required of the credit limit will be prepaid to Mail and Print. All postage costs are to be pre-paid.
- b. New Clients may be asked to prepay the costs before the work commences.
- c. Invoices are to be paid in UK Sterling. Where accounts are settled in other currencies Mail and Print reserve the right to recover currency conversions and bank charges.
- d. Mail and Print reserves the right to charge interest at the rate of **8%** above the Bank of England base rate on all overdue invoices.
- e. Mail and Print are entitled to charge the Client VAT payable (whether or not included on the estimate or invoice). The Client shall also incur VAT on postage and mailing costs in accordance with HMRC Regulations.
- f. Mail and Print reserves the right not to post material under the contract until the postage invoice has been paid by the Client. Unless otherwise agreed, prepayment is required for all postage costs. Where a 7 day credit period is given, Clients are eligible to receive postage discounts if payment for the amount invoiced for postage is made within the period of invoice. Where postage payment is not received within the credit period an invoice will be raised for the full postage price, without discount. Mail and Print reserves the right to charge the full postage costs (at franked rates) on late payment outside of the payment terms stipulated by Mail and Print. There is a minimum £250.00 administration fee for postage payments up to 7 days late and the full franked rate may be levied without further notice to the Client.
- g. Unless otherwise agreed, the full price for any data purchased from Mail and Print must be prepaid before it is supplied to the Client.
- h. If the Client fails to make any payment for services in accordance with payment conditions, or otherwise commits a breach of the contract, or if the Client becomes insolvent or bankrupt or unable to pay its debts as they become due, all sums outstanding in respect of the work shall become payable immediately and Mail and Print may, without any prejudice to any other rights which it may have:
  - Suspend all future work or deliveries of completed work to the Client and/or terminate the contract without liability upon its part;
  - Require payment prior to delivery of any goods or products held by Mail and Print;
  - The Client will reimburse to Mail and Print all costs and expenses (including legal costs) incurred in the collection of any overdue payment.

- i. Where postage collections have been booked on behalf of the Client and the Client cancels or postpones the collection prior to 2.00 pm the day before the date of collection, a charge of £250 will be made for re-booking the collection. The Client will be required to pay destruction fees for mail that is cancelled if required disposing of.
- j. Mail and Print reserve the right to render pro forma despatch invoices to the Client for payment prior to the production of products.

#### **8. Production and Printing Credits**

The Client agrees to allow Mail and Print to place a small credit on printed material, exhibition displays, advertisements and/or a link to Mail and Print a division of Printing Data Ltd own website on the Client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

#### **9. Intellectual Property Rights**

- a. The Client shall ensure that the materials and/or their use do not infringe the Intellectual Property Rights of a third party or any applicable laws or regulations. Mail and Print is entitled (in its sole discretion) to refuse to use any materials.
- b. The Client shall indemnify and hold Mail and Print harmless against all and any damages, liability, demands, loss, expenses and costs (including without limitation legal fees) suffered or incurred by or awarded against Mail and Print a division of Printing Data Ltd in connection with or arising as a result of any action or claim that the Materials and/or their use infringe the intellectual property rights of a third party or any applicable laws or regulations.

#### **10. Codes of Practice, Indemnities and Liabilities**

- a. The Client shall provide Mail and Print with a true copy of all advertising material or other material intended to be enclosed with any material prepared by Mail and Print.
- b. 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 and the Direct Marketing Association's Code of Practice.
- c. The Client shall indemnify Mail and Print against all costs, claims, liabilities, penalties and expenses which Mail and Print may incur by reason of its' work, goods or materials being illegal, unlawful, infringing any copyright, trademark or other intellectual or other proprietary rights of any third party or is offensive, obscene or the distribution of which may infringe postal or other regulations or which is in breach of any trade description or other legislation.

#### **11. Termination and Cancellation**

- a. Either party shall be entitled to terminate this contract by notice in writing to the other in the event of any material breach by the other party of any of its obligations under this contract. The termination will take effect after receipt of written notice (unless the defaulting party has remedied the default).
- b. Mail and Print 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 the creditors or having a receiver or administrative receiver appointed over any of its assets.
- c. Cancellations of any contract will only be agreed to by Mail and Print on condition that all costs and expenses incurred by Mail and Print up to the time of the cancellation and all loss of profits or other loss or damage, resulting to Mail and Print by reason of such cancellation, will be paid immediately by the Client to Mail and Print.

#### **12. Notification of Faults**

Any claims by the Client against Mail and Print in respect of damage of goods, materials or items handled on the premises of Mail and Print under the contract, must be made in writing to Mail and Print within 10 days of the items or goods leaving Mail and Prints premises.

#### **13. Variation**

These terms and conditions constitute the entire contract between Mail and Print 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 Client and Mail and Print's Managing Director.