

# Rockhill Mailing Services – Terms and Conditions

## 1 Interpretation

1.1 Except where the context otherwise requires the following terms shall have the following meanings

“CUSTOMER” means any company, firm, association or person for whom the Supplier agrees to provide the Services in accordance with these Terms;

“CONTRACT” means the contract for the provision of the Services;

“DATA” means any computerised data or text containing information of names and addresses of Customer’s mailing lists;

“INPUT MATERIAL” includes, a document in Writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

“SERVICES” means the provision by the Supplier of mailing and printing services;

“SUPPLIER” means Rockhill Mailing Services Limited (registered office at Unit 3 Brooks Road, Shepherd Industrial Estate, Lewes, East Sussex BN7 2BY under company number 1945760);

“SUPPLIER’S CHARGES” means the charges agreed between the Supplier and the Customer relating to the Services from time to time;

“TERMS” means the terms of supply set out in this document.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

## 2 Supply of the services

2.1 The Supplier shall provide the Services to the Customer subject to these Terms. Any changes or additions to the Services or these Terms must be agreed in Writing by the Supplier and the Customer.

2.2 The Customer shall at its own expense supply the Supplier with all the necessary Input Material or other materials, and all necessary Data or other information, within sufficient time to enable the Supplier to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy of all Input Material and Data.

2.3 The Supplier reserves the right to refuse to carry out the Services if it is of the opinion that in doing so the Supplier’s equipment or the goodwill or reputation of the Supplier may be damaged.

2.4 The Customer shall at its own expense retain duplicate copies of all Input Material and Data and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, however caused.

2.5 The Supplier shall use its reasonable endeavours to fulfil its obligations under the Contract. Where it is unable to do so due to problems with the paper supplied by the Customer, notwithstanding that any test paper provided to the Supplier works, the Supplier shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation incurred as a result of the Supplier’s inability to perform the Services. The Supplier shall return to the Customer any money it received in advance under clause 3.6.

2.6 At the Supplier’s discretion, it may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Services without any liability to the Customer.

2.7 The Supplier may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of Service.

2.8 Unless the Customer agrees otherwise, he will not be able to cancel the Contract once he has agreed to the Services commencing.

## 3 Price and payment

3.1 Subject to any special terms agreed, the Customer shall pay the Supplier’s Charges and any additional sums which are agreed between the Supplier and the Customer for the provision of the Services or which, in the Supplier’s sole discretion, are required as a result of the Customer’s instructions or lack of instructions, the inaccuracy of any Input Material and Data or any other cause attributable to the Customer.

3.2 The Supplier shall be entitled to vary the Supplier’s Charges from time to time by giving not less than one month’s Written notice to the Customer.

3.3 All charges quoted to the Customer for the provision of the Services are exclusive of any Value Added Tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

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- 3.4 The Supplier's Charges and any additional sums payable shall be paid by the Customer (together with any applicable Value Added Tax, and without any set-off or other deduction) within 21 days of the date of the Supplier's invoice.
- 3.5 If payment is not made on the due date, the Supplier shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.
- 3.6 The Customer must ensure that the whole amount of any required postage money is received by the Supplier not less than three clear working days before mailing is scheduled to commence.
- 3.7 The Supplier shall not be liable to refund either the cost of postage or any other charges paid by the Customer in connection with the posting or other delivery service used by the Supplier in carrying out the Services in the event that any materials are undelivered or are mis-delivered for any reason whatsoever by the postal or other relevant delivery authorities or undertakings.
- 4 Provision of computer data**
- 4.1 The Customer warrants that it is properly registered under the Data Protection Act 1998 for such obtaining, storage, use and transfer of personal data as may be required in the performance of the Contract.
- 4.2 The Customer warrants that the Supplier is authorised to use the Data provided to it for the purposes of fulfilling the Contract.
- 4.3 The Customer shall ensure that all Data supplied to the Supplier is clean, unadulterated, capable of being read and processed and does not contain any computer viruses.
- 4.4 In the event of the Data supplied to the Supplier being corrupt or provided in the incorrect format the Supplier shall either at its discretion require the Buyer to supply clean unadulterated data which does not contain any computer viruses or decontaminate the data itself at the Customers expense.
- 4.5 The Customer shall be liable for any losses suffered or liability, including but not limited to consequential loss and loss of profit, incurred by the Supplier as a result of the supply of data in the incorrect format or corrupt or adulterated computer data and hereby agrees to fully indemnify the Supplier against the same.
- 5 Warranties and liability**
- 5.1 The Supplier shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any action taken by the Supplier pursuant to paragraph 4.4, any Input Material or Data or instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 5.2 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms, the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by the Customer, and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's Charges except as expressly provided in these Terms.
- 5.3 The Supplier shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Supplier's reasonable control.
- 6 Return of data**
- 6.1 On the completion or termination of the Contract by either party the Data shall be deleted after a period of one month from the completion of the Services or dealt with in accordance with the Customer's instructions.
- 7 General**
- 7.1 These Terms constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 7.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 7.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any

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subsequent breach of the same or any other provision.

- 7.4 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
- 7.5 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.