

**Postal Choices Limited t/a ONEPOST Terms and Conditions for the Supply of Services Version `17
(May 2018)**

1. Definitions

1.1. In this Agreement (as defined below), the following terms shall have the following meanings:

“Carrier” means any postal operator engaged by the Company in relation to provision of the Services;

“Collection” means the total amount of Mailing Items or Courier Parcels to be collected in one instance by the Company or a Carrier from a specific location identified in a Quotation or otherwise agreed by the Company;

“Company” means Postal Choices Limited trading as ONEPOST (company number 5149376) whose registered office is at Marine View Office Park, 42 Martingale Way, Portishead, Bristol BS20 7AW;

“Courier Parcel” means any item larger than a Parcel as defined by Royal Mail from time to time and accepted by a Carrier; “Customer” means you the business, firm, company or individual to whom the Services are to be supplied, as identified in the Quotation;

“Dangerous Goods” means those items defined as dangerous or hazardous by the Regulatory Bodies or by legislation, regulations or Carrier’s guidelines governing transport by road, rail, sea or air and as published from time to time;

“Data Protection Legislation” means up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

“Disruptive Events” means any cause beyond our reasonable control (including industrial disputes);

“Fees” means in relation to a Job, the fees payable by the Customer to the Company, as determined by reference to clause 4 below and the relevant Quotation;

“GDPR” means the General Data Protection Regulation ((EU) 2016/679);

“Indicator” means the marks, impressions or other devices required to be shown on each Mailing Item or Courier Parcel to be conveyed by the Company under this Agreement;

“Job” means a particular requirement for Services;

“Mailing Item” means a Letter, Large Letter, A3 Parcel or Parcel, as those terms are defined by Royal Mail from time to time;

“Parties” means the Company and the Customer, and the word Party will be interpreted accordingly;

“Postal Charges” means in respect of a particular Job, the cost to the Company of engaging any and all

Carriers who are engaged by it in relation to that particular Job;

“Prohibited Items” means those items defined as not being permitted for carriage by the Regulatory Bodies or by legislation, regulations or Carrier’s guidelines governing for transport by road, rail, sea or air;

“Quotation” means a formal quotation issued by the Company for provision of Services identifying a Job and the relevant Fees payable by the Customer in relation to that Job including any written specification applicable to the relevant Services;

“Regulatory Bodies” means those organisations having legal responsibility for the regulation or supervision of a matter from time to time, and Relevant Body shall mean any such organisation;

“Scam Mail” means communications sent, or intended to be sent, via a postal system which include or involve claims, information, statements, demands, and similar matters which are false, illegal, illegitimate, bogus, fictitious, spurious, sham, concocted, deceptive or misleading or of a similar nature;

“Services” means postal logistics services as set out in a Quotation, including the procurement and management of postal services (in relation to either a single Collection or (as the case may be) a number of Collections over a particular period), the processing of information and materials and the printing of materials for the Customer.

“Royal Mail” means Royal Mail Group Limited, company registration number 04138203;

1.2. In this Agreement (except where the context otherwise requires):

- a. any reference to a clause is to the relevant clause of this Agreement;
- b. the clause headings are included for convenience of reference only and shall not affect the interpretation of this Agreement;
- c. use of the singular includes the plural and vice versa and use of any gender includes the other gender;
- d. the words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis and shall not limit or prejudice the generality of the foregoing words; and
- e. reference to any statute, statutory provision, regulation or Carrier’s guidelines shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

2. Scope

- 2.1. These Terms and any Quotation (together “the Agreement”) shall apply to the provision of the Services more particularly specified in the Quotation or otherwise agreed in writing by the parties.
- 2.2. Acceptance of the Quotation indicates acceptance of these Terms and of any other express conditions contained in the Quotation.
- 2.3. In the event of any inconsistency between these Terms and any Quotation, the provisions of these Terms shall prevail.

- 2.4. This Agreement shall prevail over any terms and conditions in the Customer's order or acceptance. No conduct by the Company shall be deemed to constitute acceptance of any terms put forward by the Customer.
- 2.5. These Terms and the Agreement may only be amended by express agreement in writing signed by an authorised representative of each of the parties.
- 2.6. It remains at all times the Customer's responsibility to ensure that all Mailing Items and Courier Parcels for which the Services are to be provided comply with the requirements and guidelines published by the relevant Carrier (for example by Royal Mail at www.royalmailwholesale.com and www.royalmailtechnical.com).

3. Estimates and Quotations

- 3.1. The Company may provide an initial estimate in relation to a particular Job subject to the Customer providing initial information. Such estimates shall not be binding on the Company.
- 3.2. Where the Company provides the Customer with a Quotation in respect of a particular Job, the provision of that Quotation will constitute an offer by the Company to provide to the Customer the specified Services in return for payment of the specified Fees and will remain open for acceptance by the Customer for a period of 30 days or such other period as the Company may stipulate at the time. The Company shall be entitled to withdraw any Quotation at any time before the Customer accepts the Quotation in accordance with clause 3.3 below.
- 3.3. If the Customer wishes to accept the Company's offer in respect of a particular Job as set out in the Quotation, it shall do so by confirming this in writing (including by email or fax) within the relevant timescale for acceptance and on receipt of that confirmation by the Company a binding agreement shall exist for the provision of the relevant Services by the Company to the Customer. No conduct by the Company shall be deemed to constitute acceptance by it of any terms put forward by the Customer at the time of confirming its willingness to proceed with a particular Job except and to the extent that such terms are expressly agreed by the Company in writing as variations to the relevant Quotation.
- 3.4. The Customer shall provide in a timely manner and in accordance with clause 7 below such co-operation and accurate information including but not limited to any relevant data or instructions as the Company may reasonably request from time to time in order for the Company to provide Services in relation to a particular Quotation including (but not limited to) any information used by the Company to cost a particular Job.
- 3.5. In so far as the Company is unable to provide certain Services required in relation to a Quotation as a result of any failure by the Customer to comply with its obligations under clauses 3.3 or 3.4 above: -
 - 3.5.1. The Company shall not be liable to the Customer in respect of its inability to provide these Services; and
 - 3.5.2. The Company shall still be entitled to invoice the Customer under clause 4 for all Fees applicable to such Services as if they had been provided by the Company in accordance with this Agreement, subject to the Company making a reasonable deduction from such Fees in respect of any Postal Charges and processing fees which the Company was able to avoid incurring in relation to the relevant Quotation.
- 3.6. Quotations are issued by the Company on the basis that the whole work quoted for will be ordered. The price is based on information available to the Company at the date of the Quotation and may be adjusted in the event of any increase in costs between that date and the date of performance. The Company further reserves the right to amend Quotations

prior to acceptance where typographical, clerical or other errors have been made.

- 3.7. If a Quotation does not state a time for performance of the Company's obligations, the time will be subject to the Company having available capacity to perform such obligations. In any event, time for such completion and delivery shall not be of the essence and the Company shall have no liability to the Customer arising out of or in connection with any failure to provide the Services by any particular dates unless specifically agreed to the contrary in writing by both parties.
- 3.8. Whilst the Company cannot guarantee specific delivery dates, since actual delivery is outside of its control, it will, so far as it is able to do so, use reasonable endeavours to ensure that deliveries are made within the time or upon the dates agreed with the Customer.

4. Fees and Postal Charges

- 4.1. The Customer shall pay the Fees and Postal Charges in accordance with the Quotation. The Company reserves the right to vary the Fees and Postal Charges at any time (acting reasonably and after notifying the Customer) if the nature or extent of the Services sought by the Customer do not meet the parameters of the Quotation.
- 4.2. The Company reserves the right to review and increase the Fees and Postal Charges at any time with any increase taking effect upon the Company giving 30 days' notice to the Customer.
- 4.3. In the event that the Customer presents any Mailing Item or Courier Parcel other than as described in a Quotation, the Company reserves the right to refuse to carry such item or, if Services are provided, to charge the Customer an appropriate, reasonable Fee and or Postal Charge, including any Carrier charges to the Company.
- 4.4. All Fees, Postal Charges and other sums payable under this Agreement are expressed exclusive of Value Added Tax (or other applicable sales tax), which shall be payable by the Customer at the time and in the manner required by law.
- 4.5. The Customer shall pay the Fees and Postal Charges (together with VAT or other applicable sales tax on such sums) in accordance with the credit terms as agreed in writing between the Company and the Customer from time to time. The Company reserves the right to review such terms in the event that there are any changes in the Customer's credit report or file.
- 4.6. If the Customer exceeds any credit limit agreed by the Company, the Company shall not be required to provide the Services to the Customer.
- 4.7. Without prejudice to any other remedy which the Company may have, in the event that any sums due under this Agreement are not received by the Company in cleared funds by the due dates the Company may:
 - 4.7.1. charge interest on the overdue amount at the rate of 4% above the base rate of HSBC Plc for the time being from the due date until the overdue sums have been received by the Company in cleared funds;
 - 4.7.2. suspend the performance of any services or obligations required to be performed by the Company under this Agreement until such time as payment of the overdue sums (together with any interest) have been received by the Company in cleared funds; and/or terminate the Agreement by 30 days' notice in writing to the Customer in the event of a persistent failure to make such payments on the due date. "Persistent

failure" shall be construed as meaning the failure to make any three consecutive payments due under this Agreement by or on the due dates.

- 4.8. The Customer hereby agrees to indemnify the Company against all costs and charges levied by any third party for services rendered, with the agreement of the Customer, by that third party.
- 4.9. All payments to be made by the Customer under this Agreement shall be made without set-off or counterclaim of any description.

5. Information and Materials

- 5.1. The Customer shall:
 - 5.1.1. provide the Company, its employees and sub-contractors with all such assistance as is reasonably necessary to enable the Company to perform its obligations under this Agreement;
 - 5.1.2. make full disclosure to the Company of all information and material relevant to the subject matter of the Services;
 - 5.1.3. ensure that any such information and material is true, accurate and complete in all respects;
 - 5.1.4. ensure that any such information and material is free from any defamatory or unlawful content and that it does not infringe any rights of any third party;
 - 5.1.5. ensure that such information is provided within sufficient time to enable the Company to provide the Services in accordance with this Agreement; and
 - 5.1.6. ensure that it complies with the requirements of the Current Data Protection Law, in relation to any personal data (as defined by the Current Data Protection Law) that it provides to the Company;
 - 5.1.7. indemnify the Company (and keep it indemnified) against all costs claims expenses and other liabilities arising out of or in connection with any breach by the Customer of its obligations in this Clause 5.1.
- 5.2. In the event that the Company is required to produce any material (in printed, written or electronic format) as part of the Services, the Customer shall be solely responsible for ensuring the completeness and accuracy of:
 - 5.2.1. the information provided to the Company to be included or referred to in such material; and
 - 5.2.2. the information contained or referred to in the material once produced by the Company.
- 5.3. Acceptance of the material by the Customer shall be deemed acceptance by the Customer that the contents of the material are true and accurate and that it complies with the Customer's requirements in all other respects.
- 5.4. Each party acknowledges and accepts that it may receive information of a confidential nature relating to the other party, its business and Customers including, but not limited to, pricing information from the Company and the Software ("Confidential Information"). Each party undertakes to the other that it will use the Confidential Information solely for the purposes envisaged by this Agreement and will not disclose the same unless:

- 5.4.1. the other party has consented in writing to such disclosure; or
- 5.4.2. such disclosure is required by law; or
- 5.4.3. such information is already in the public domain, other than as a result of a breach of any obligation of confidentiality.
- 5.5. Risk in any materials or stock supplied by the Customer to the Company in connection with the Services or otherwise ("Customer Materials") remains with the Customer at all times and the Customer is responsible for insuring the Customer Materials.
- 5.6. The Company will not check the content of the Customer Materials to ensure that the Customer Materials are as the Customer intends, but will only make such checks as may be necessary or appropriate to enable the Company to comply with its obligations under law, including without limitation as to: the transport of items by road, rail, sea or air; health and safety; prevention of crime; data protection.
- 5.7. In this clause 5, the terms "data controller", "data processor" and "personal data" have the meanings given to them in the current Data Protection Law. The Customer and the Company each agree that:
 - 5.7.1. for the purposes of these Conditions and any Contract the Customer is the data controller and the Company is the data processor;
 - 5.7.2. The Company will not process any personal data provided to it by the Customer other than in accordance with the Customer's instructions;
 - 5.7.3. The Customer hereby instructs the Company to take such steps in the processing of personal data on its behalf as the Company considers necessary to the performance of the Services or any of its other rights or obligations under this Agreement, and authorises the Company to give equivalent instructions to any Carrier or other subcontractor on its behalf.

6. Data Protection and Data Processing

- 6.1. In the absence of an ancillary agreement relating to GDPR, the provisions of this clause 6 shall apply.
- 6.2. Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 does not relieve, remove or replace a Party's obligations under the Data Protection Legislation.
- 6.3. For the purposes of the Data Protection Legislation, where the Customer is the data controller and the Company is the data processor or where the Customer is the data processor and the Company is the data controller, data processor and data controller shall have the meaning as defined under the Data Protection Legislation.
- 6.4. Without prejudice to the generality of clause 6.1, the relevant data controller under this Agreement shall ensure that it has all necessary and appropriate consents and notices in place to enable the transfer of personal data (as is defined in the Data Protection Legislation) to the data processor for the duration and purposes of contract.
- 6.5. Without prejudice to the generality of clause 6.1, the relevant data process shall, in relation to any personal data processed in connection with the performance under this Agreement:
 - 6.5.1. process that personal data only on the written instructions of the relevant data

controller unless the data processor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the data process to process personal data;

- 6.5.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the relevant data controller to protect against unauthorised or unlawful processing of personal data and against accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - 6.5.3. ensure that all personnel who have access to and / or process personal data are obliged to keep the personal data confidential;
 - 6.5.4. not transfer any personal data outside of the European Economic Area unless the prior written consent of the relevant data controller has been obtained and the following conditions are fulfilled;
 - 6.5.4.1. appropriate safeguards have been provided in relation to the transfer;
 - 6.5.4.2. the data subject (as defined under the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - 6.5.4.3. the relevant data processor complies with reasonable instructions notified to it in advance by the relevant data controller with respect to the processing of the personal data; and
 - 6.5.4.4. the relevant data processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred.
 - 6.5.5. assist the relevant data controller (at the data controller's cost), in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 6.5.6. notify the relevant data controller without undue delay on becoming aware of personal data breach;
 - 6.5.7. at the written direction of the relevant data controller, delete or return personal data and copies thereof on termination of this Agreement unless required by applicable data processing law to store the personal data; and
 - 6.5.8. maintain complete and accurate records and information to demonstrate compliance with this clause 6.
- 6.6. The Customer consents to the Company appointing a third-party processor (details of which to be provided on request by the Customer) of personal data under this Agreement. The Company confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 6.

7. Dangerous Goods and Prohibited Items

- 7.1. The Customer shall not place Dangerous Goods with the Company unless:
 - 7.1.1. At or before each time of placing Dangerous Goods with the Company the Customer has supplied a declaration in writing giving adequate and sufficient information as required by the Company as to the nature of the Dangerous Goods, the hazards presented by them and the precautions to be taken in respect of them; and

- 7.1.2. The Company has at its sole discretion, agreed in writing to take the Dangerous Goods after being supplied with such a declaration.
- 7.2. Subject to the foregoing, under no circumstances will the Customer place articles or substances with the Company which are Dangerous Goods.
- 7.3. The Customer shall ensure that no Prohibited Items are placed with the Company.
- 7.4. Any contraventions of this clause 7 may at the Customer's sole risk and expense, result in the Customer being requested to retrieve (if necessary) the whole or any part of any Collection which is likely to put the health and safety of persons at risk. The Company may, at its sole discretion, dispose of or destroy such materials via the use of a licensed waste contractor (also at the expense of the Customer) if it is deemed expedient to do so for reasons of health or safety.
- 7.5. The Customer will indemnify and keep indemnified the Company, its employees, sub-contractors and agents (including Carriers), against any loss or damage suffered or liability incurred as a result of the Customer placing Dangerous Goods or Prohibited Items with the Company.
- 7.6. The Company or the relevant Carrier may, acting reasonably, refuse to accept, to detain, to destroy or to open and inspect Mailing Items or Courier Parcels to check that the Customer is complying with this Agreement or according to section 107 of the Postal Services Act 2000.

8. Loading and Unloading

- 8.1. Where plant, power or labour is required in addition to the Company's driver for the purpose of loading or unloading a Collection it shall be the responsibility of the Customer to ensure the provision, adequacy and safety of the same and the Company will have no obligation to do so.
- 8.2. The Company shall not be required to provide service beyond the usual place of collection or delivery but if any such service is given by the Company it shall be at the sole risk of the Customer who shall indemnify the Company against all claims, costs, demands and expenses whatever which could not have been made if such service had not been given.
- 8.3. Where the Company is, without prior arrangement in writing with the Customer, called upon to assist in the loading of a Collection requiring plant, power or labour in addition to its driver the Company shall be under no liability whatsoever to the Customer for any damage whatsoever, however caused, arising out of such loading and the Customer shall indemnify the Company against all claims and demands whatsoever which could not have been made if such assistance had not been given.

9. Collection of Mailing Items or Courier Parcels, Documentation, Labels, Packaging

- 9.1. The Company shall, if so required, sign a document prepared by the Customer acknowledging the receipt of a Collection but no such document shall be evidence of the condition or of the correctness of the declared nature, quantity or weight of the Collection or any Mailing Item or Courier Parcel in a Collection at the time it is received by the Company. The Company shall be entitled to check the quantity, condition, composition and weight of the Collection or any Mailing Item or Courier Parcel in a Collection and in the event of any discrepancy in the quantity, condition, composition and weight ascertained, the Company's check shall prevail and Fees and Postal Charges shall be charged on the basis of the Company's check.

- 9.2. At or before the time a Collection is received, the Customer shall sign and complete the Company's collection documentation unless a previous arrangement has been agreed in writing between the Parties. When completing the collection documentation, the Customer shall ensure that the information called for is given and in particular that the service which the Customer requires is specified in the manner provided on the collection documentation.
- 9.3. The Customer shall ensure that all Mailing Items or Courier Parcels in a Collection are properly packaged and labelled for carriage, handling, sorting and transshipment (whether mechanical or otherwise) by the Company or the relevant Carrier and that they are sufficiently and correctly addressed including the postcode as required, and labelled. The Collection and all Mailing Items or Courier Parcels in a Collection should be packaged in a way that represents no risk to the Company's or the Carrier's employees or other customers goods. It is the responsibility of the Customer to ensure that all Mailing Items or Courier Parcels in a Collection are correctly presented, packaged and labelled regardless of the location at which a Collection is received by the Company.
- 9.4. If Mailing Items or Courier Parcels in a Collection are in the Company's opinion incorrectly presented, packaged or labelled the Company may at its sole discretion correct the error at the Customer's risk and expense.
- 9.5. Where a Collection or a Mailing Item or Courier Parcel in a Collection is mis-addressed the Company may at its sole discretion hold the Collection until the correct address or other labelling has been provided by the Customer. The Company may re-label the Collection, Mailing Item or Courier Parcel on receipt of such information. If information is not received within two working days the Collection will be returned to the Customer.
- 9.6. It is the responsibility of the Customer to prepare all necessary customs documentation relating to a Collection and to ensure that it is complete and accurate and is made available to the Company at the time a Collection is received.
- 9.7. The Company reserves the right to reject any Collection (or part thereof) if, in the Company's sole opinion, such Collection (or part thereof) is
 - 9.7.1. unsuitable for the agreed Services, or
 - 9.7.2. exceeds the specifications of or for a Mailing Item or Courier Parcel as defined.
- 9.8. The Customer shall ensure that the contents of all Mailing Items in a Collection conform to the British Codes of Advertising and Sales Promotion and that the Mailing Preference Service's Suppression File is applied to all relevant Mailing Items.
- 9.9. The Customer shall ensure that all items in a Collection are made available at such times and in such form (including as to their format, presentation, packaging and addressee or other mailing information) as the Company or the relevant Carriers engaged by the Company may specify. If the Customer fails to prepare such items in such form as aforementioned the Customer will be charged additional Fees for any service that has been undertaken by the Company to prepare the items to the specification of the relevant Carrier.
- 9.10. The Customer warrants that either it is the owner of all items in each Collection or if not the owner it is an agent of the owner and is authorised to hand over the items on the owner's behalf.

10. Best Practice

- 10.1. The Company reserves the right to take any action, or to refrain from taking any action, including (without limitation) refraining from dealing with any instruction from the

Customer or the Customer's employees, consultants, or agents, or declining to handle any item of mail, if the Company, in its sole opinion, considers it necessary or appropriate to do so, including (without fettering the generality of this clause) in order to uphold industry standards and good practice, or to protect vulnerable people, including when any item involves, or the Company believes may involve:

- 10.1.1. the sending or attempted sending of Scam Mail or any similar item;
 - 10.1.2. any item sent or intended to be sent in the course of, or which amounts to, or which does, or may, or is intended to, facilitate, commit or assist in, a criminal, fraudulent, or other illegal act;
 - 10.1.3. the sending or attempted sending of an item which is or may be prohibited by Royal Mail, or which does not conform to the British Codes of Advertising and Sales Promotion or which is in breach of any provision of these Terms;
 - 10.1.4. any offence under applicable law, including (without limitation) the Modern Slavery Act 2015, the Bribery Act 2010, the Proceeds of Crime Act 2002, the current Data Protection Law.
- 10.2. The Company reserves the right to:
- 10.2.1. make reports to relevant law enforcement agencies and
 - 10.2.2. make and use appropriate records if it suspects that any offence has been committed or is being attempted or that a situation exists, or has existed, involving any of the matters referred to in clause 10.1 and the Customer agrees that the Company will not be in breach of any obligation of confidentiality which the Company may have towards the Customer by reason of the making, or use of, any such report or record.
- 10.3. The Company may seek redress from the Customer for all reasonable costs and expenses incurred by the Company, and any losses reasonably incurred by the Company by reason of the Company taking any action or refraining from taking any action in accordance with clauses 10.1 or 10.2 above.
- 10.4. The Customer shall not be entitled to recover from the Company any sums for loss occasioned to the Customer by reason of the Company taking any action or refraining from taking any action in accordance with clauses 10.1 or 10.2 above.

11. Carrier's Property

- 11.1. The Customer shall immediately upon termination of this Agreement or otherwise when reasonably requested by the Company return to the Company or the relevant Carrier any property provided by the Carrier to the Customer for provision of the Services.
- 11.2. The Customer shall keep the property referred to in this clause 11 in safe custody and good condition.
- 11.3. The Customer shall not use such property for any purpose other than the carrying out of its obligations or exercising its rights under this Agreement nor allow any third party to take possession of (other than where a Customer uses an agent for presentation of a Collection), or have any rights over such property.
- 11.4. The Company or the relevant Carrier shall be entitled to inspect property referred to in this clause 11 at any reasonable time and, in the case of misuse of the property by the Customer or any third party, may repossess such property.

- 11.5. The Customer shall indemnify the Company against any liability, loss, claim, costs or expense (including legal expenses) suffered or reasonably incurred by the Company (or its employees, agents or contractors) as a result of any breach by the Customer of any provision in this clause 11.

12. Transit

- 12.1. Transit shall commence when the Company takes possession of the Collection whether at the agreed location or at the Company's premises.
- 12.2. Transit shall, unless otherwise previously determined, end when the Collection, Mailing Item or Courier Parcel is delivered to the recipient's address or suitable alternative location in accordance with the service offered, except where delivery fails through loss or mis-delivery.

13. Customer's Own Agreement with Royal Mail

- 13.1. Where the Customer has its own agreement for postal services with Royal Mail, the Customer may appoint the Company to act as its agent in relation to such agreement, to
 - 13.1.1. assist the Customer as reasonably required in executing its agreement with Royal Mail;
 - 13.1.2. provide collection and distribution services to the Customer before hand-over of a Collection to Royal Mail on such terms and conditions as provided for under this Agreement, or as otherwise agreed in writing between the Customer and the Company;
 - 13.1.3. act as the Customer's agent to deal with various aspects of administration of the Customer's agreement with Royal Mail;
 - 13.1.4. If the Customer so decides, make payments to Royal Mail on behalf of the Customer for Royal Mail's charges to the Customer.
- 13.2. If the Company is so appointed as the Customer's agent:
 - 13.2.1. The Company shall:
 - a. liaise on the Customer's behalf with Royal Mail;
 - b. carry and hand-over to Royal Mail for subsequent conveyance and delivery all Mailing Items collected by the Company from the Customer and accepted by the Company in accordance with a Quotation and the terms of this Agreement.
 - 13.2.2. The Customer shall:
 - a. notify the Company as soon as possible of any dispute or issue arising under its agreement with Royal Mail where such dispute relates to the Company or the Services;
 - b. fully indemnify the Company against any and all costs relating to breach of or non-compliance with the Customer's agreement with Royal Mail as a result of any act or omission by the Customer or any other person acting on its behalf (other than the Company).
 - 13.2.3. The Company's responsibilities to the Customer cease when the Mailing Items are handed-over to Royal Mail.
 - 13.2.4. Notwithstanding any provision of this Agreement, the Customer acknowledges that

since it has a direct contract with Royal Mail, its only remedy for failure by Royal Mail to provide services will be against Royal Mail.

13.3. Where the Customer decides that the Company should make payments on its behalf to Royal Mail as its agent:

13.3.1. The Company shall on receiving an invoice from Royal Mail for charges to the Customer:

- a. Forward to the Customer a disbursement invoice for the Royal Mail charges;
- b. Settle the invoice as the Customer's agent provided that the Company has been placed in sufficient cleared funds.

13.3.2. The Customer agrees that it remains the Customer's liability to pay Royal Mail charges.

13.3.3. Payments by the Customer to the Company may be applied to such invoices and amounts owed to the Company and to such payments to Royal Mail as the Company shall in its sole discretion decide.

14. Software Licence

14.1. To the extent necessary for the Customer to effectively utilise the Services, the Company hereby grants to the Customer a non-exclusive and non-transferable object code only licence to use the "ONEPOST" software package as provided by the Company ("Software").

15. Printing and Production of Materials

15.1. All work carried out, whether experimentally or otherwise, at the Customer's request shall be charged for.

15.2. The Company reserves the right to charge for any additional work required where copy supplied by the Customer is not, in the Company's reasonable opinion, clear and legible.

15.3. Proofs of all work may be submitted for the Customer's approval and the Company shall incur no liability for any errors not corrected by the Customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged as extra. When style, type or layout is left to the Company's judgement, changes therefrom made by the Customer shall be charged in addition to the Fees.

15.4. Should work be suspended at the request of or delayed through any default of the Customer the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage

15.5. Any metal, film, glass and other materials owned by the Company or its sub-contractor and used in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain the Company's or the sub-contractor's exclusive property. Such items when supplied by the Customer shall remain the Customer's property

15.6. Type may be distributed and lithographic, photogravure or other work effaced immediately after the Services have been provided unless written arrangements are made to the contrary. In the latter event, rent may be charged by the Company.

15.7. The Company shall be entitled to make a reasonable charge for the storage of any Customer Materials left with the Company or its sub-contractor.

15.8. The Company reserves the right to request in writing that the Customer Materials be

removed on the expiration of 14 days' notice from the Company's or its sub-contractor's premises subject to all related storage charges having been paid. The Company retains the right to dispose of any Customer Materials not removed at the Customer's cost.

- 15.9. The Company or its sub-contractor may reject any paper, plates or other materials supplied or specified by the Customer, which appear to the Company to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.
- 15.10. Where materials are so supplied or specified, the Company will take reasonable care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
- 15.11. Quantities of materials supplied shall be adequate to cover normal spoilage.
- 15.12. The Company shall not be required to print any matter which in its reasonable opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- 15.13. The Company's supplier shall be indemnified by the Customer in respect of any claims, cost and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal right contained in any material printed for the Customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

16. Intellectual Property

- 16.1. Any intellectual property rights, including without limitation patents, trademarks, designs, copyright and database rights whether registered, registrable or not ("Intellectual Property"), in the Customer Materials shall remain the property of the Customer.
- 16.2. Except as provided for by clause 16.1 above all Intellectual Property in any specifications, design or other concepts or materials produced by the Company in connection with the Services shall vest in the Company.
- 16.3. The Company now grants the Customer a royalty free non-exclusive, non-transferable licence of the Intellectual Property Rights owned by the Company (solely or jointly), to the extent needed by the Customer to properly perform the Customer's obligations and exercise its rights under this Agreement.
- 16.4. The Customer now grants the Company a royalty free non-exclusive, non-transferable licence of the Intellectual Property Rights owned by the Customer (solely or jointly), to the extent needed by the Company to enable it to properly perform the Services under this Agreement.
- 16.5. Save as expressly set out in this Agreement, neither party shall acquire the rights in any Intellectual Property belonging to the other party.
- 16.6. The Parties acknowledge that during the course of providing the Services the Company will develop experience, expertise processes, procedures, know-how and methodology relating to the subject matter of and performance of the Services ("the Methodology"). The Parties agree that nothing in this Agreement shall be deemed to assign any rights of ownership or other Intellectual Property relating to the Methodology to the Customer and the Customer acknowledges that the Company shall own all Methodology and be entitled to use the Methodology for any of its customers or for any other purpose whatsoever.
- 16.7. For the duration of this Agreement each Party shall take all steps as and when the other

Party may reasonably require (and at the other Party's expense) to help the other Party maintain and enforce its Intellectual Property Rights as such rights apply or are relevant to this Agreement.

- 16.8. Each Party undertakes (at its own cost) to execute any other documents or perform such other or further acts, to enable it to give effect to its obligations under the terms of this clause 15, as the other Party may reasonably request.

17. Use of Indicator

- 17.1. The Customer accepts that the Indicator includes the Intellectual Property of the Company and/or the Intellectual Property of the relevant Carrier.
- 17.2. To the extent it may do so the Company grants the Customer permission to use the Indicator on a royalty free, non-exclusive, non-transferable licence strictly in line with the terms of this Agreement, only for the term of this Agreement and only on Mailing Items or Courier Parcels to be carried under the terms of this Agreement.
- 17.3. The Customer may use the Indicator only if it is reproduced in the form as provided by the Company or the relevant Carrier and will not make any amendment, modification, alteration, or reformatting except with the Company's written approval.
- 17.4. If this Agreement is terminated for any reason the Customer will
 - 17.4.1. immediately stop using the Indicator;
 - 17.4.2. stop supplying, distributing or printing any stationery incorporating the Indicator; and
 - 17.4.3. at the Company's sole discretion and request, either make sure that the Indicator is completely concealed on the remaining copies of such stationery or destroy the remaining copies of such stationery and provide the Company with a certification that all remaining copies are destroyed

18. Assignment, Sub-contracting and use of Agents

- 18.1. The Company may employ any person as its agent, sub-contractor or otherwise in the performance of any of its obligations under this Agreement.
- 18.2. The Customer shall not be entitled to assign or sub-contract or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of the Company, such consent not to be unreasonably delayed or withheld.
- 18.3. For better and effective performance of the Services the Company shall be entitled to sub- contract the Services or any part of them without notice to or the consent of the Customer.
- 18.4. The Company recognises that the Customer may use agents for the preparation and handover of a Collection. If the Customer does so, it remains responsible for the actions of the agent and for the agent's compliance with this Agreement. The Company is entitled to deal with the Customer's agent in respect of any Collection handed over by that agent.
- 18.5. Where the Company deems it appropriate, it may require the Customer to enter into a separate agreement with any sub-contractor or other third party selected by the Company. In the event that the Customer declines to enter into such separate agreement the Company may suspend or withdraw from provision of the Services.

19. Warranties and Liability

- 19.1. All warranties and conditions whether implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.
- 19.2. The Company shall not be liable to the Customer for any loss, damage, costs, expenses or other claims for compensation arising out of or in connection with any breach by the Customer of its obligations under this Agreement.
- 19.3. The Company shall not be liable to the Customer by reason of any tortious action or any representation (unless fraudulent), or any implied warranty, condition or other term, or under the express terms of this Agreement, for any loss of anticipated revenues, loss or corruption of data, loss of profits, loss of business opportunities, loss of goodwill, damage to reputation, any indirect, special or consequential loss damage, costs or expenses, save where such losses are due to negligence on the part of the Company, its employees or agents, which arises out of or in connection with this Agreement, except as expressly provided in this Agreement.
- 19.4. The Company shall use reasonable endeavours to ensure that no loss of or damage to any Customer Materials which it has in its possession or which it is required to distribute pursuant to this Agreement occurs and that there are no errors in materials produced by the Company in accordance with clause 5.2.
- 19.5. The Company reserves the right by written notice given at any time to exclude liability for damage to Mailing Items or Courier Parcels of a fragile, cast or brittle nature, scientific instruments, electrical equipment, glass or similar goods, which will then be carried at the Customer's own risk.
- 19.6. In the event of a damaged Mailing Item or Courier Parcel, the Company reserves the right to recover the damaged Mailing Item or Courier Parcel for inspection prior to instigating a claim enquiry.
- 19.7. The entire liability of the Company under or in connection with this Agreement in respect of each Job shall not exceed an amount equal to the Fees paid to the Company for that Job less all relevant Postal Charges.
- 19.8. Where a Mailing Item or Courier Parcel has been handed over to a Carrier, compensation to the Customer shall be limited to the Fee paid in respect of the Mailing Item or Courier Parcel and the cost of its production.
- 19.9. The Company's maximum liability for loss or damage in relation to any Collection is £10,000.
- 19.10. The Company's liability to the Customer and to any other person shall otherwise be limited to £1,000,000 in the aggregate in any year.
- 19.11. Nothing in this Agreement shall operate to limit or exclude the liability of the Company:
 - 19.11.1. for death or personal injury caused by the negligence of the Company, its employees, agents or subcontractors; or
 - 19.11.2. under Part 1 of the Consumer Protection Act 1987; or
 - 19.11.3. for damage suffered by the Customer as a result of any breach by the Company of the condition as to title or the warranty as to quiet possession implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
 - 19.11.4. for fraud (including, but not limited to, fraudulent misrepresentation); provided that nothing in this Clause confers any right or remedy upon the Customer to which it would not otherwise be entitled.

19.12. Except as provided in this clause 17, the Company shall not be liable to the Customer or to any other person (whether in contract, tort (including negligence or breach of statutory duty) or otherwise) for any loss of or damage to any Mailing Item or Courier Parcel dealt with by the Company under this Agreement or for any delay in performance of the Services, provided that (subject to the other provisions of this Agreement) the Company shall remain liable for any loss or damage which occurs between collection and delivery of Mailing Items or Courier Parcels to Royal Mail.

20. Claims Procedure

- 20.1. Before submitting any claims, the Customer must ensure that it can provide evidence of such claim otherwise the claim may not be accepted.
- 20.2. Should a Customer wish to make a claim then they should complete a claim form which can be obtained from the Company and return the claim form to the Company at its registered office.
- 20.3. All claims for loss of or damage to a Mailing Item or Courier Parcel must be made by the Customer in writing within ten (10) days of the date of collection.
- 20.4. Should the Customer fail to comply with the time limits specified in this clause then the Company will have no liability whatsoever.

21. Fraud

- 21.1. The Company shall not in any circumstances be liable where there has been fraud on the part of the Customer or the Customer's employees or agents.

22. Indemnity to the Company

- 22.1. The Customer shall indemnify the Company against:
 - 22.1.1. All consequences suffered by the Company (including but not limited to claims, demands, proceedings, fines, penalties, damages, costs, expenses and loss of or damage to the carrying vehicle and to other Collections carried) due to any error, omission, miss-statement or misrepresentation by the Customer or by any employee or agent of the Customer, insufficient or improper packaging, labelling or addressing of the Collection, Mailing Item or Courier Parcel or fraud in accordance with clause 19, provided that the Customer shall not, by reason of this clause, be required to indemnify the Company in respect of any indirect or consequential loss.
 - 22.1.2. All additional charges made to the Company by a Carrier due to the Customer not providing correct information to, or failing to comply with any specification or requirement of, the relevant Carrier in relation to Mailing Items or Courier Parcels carried under this Agreement.

23. Termination

- 23.1. Without prejudice to any other remedy which it may have, either party may terminate this Agreement in whole or in relation to any Quotation immediately by giving written notice to the other party in the event that:
 - 23.1.1. the other party commits any breach of this Agreement and (if capable of remedy) fails to remedy such breach within 30 days after being given written

notice to do so; or

- 23.1.2. the other party makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction or an encumbrancer takes possession, or a receiver or administrative receiver is appointed, over all or any of the property or assets of that other party; or
 - 23.1.3. the Customer uses the Services fraudulently or in connection with any criminal offence;
 - 23.1.4. the other party does anything which in the terminating party's reasonable opinion damages or may damage the terminating party's reputation or business.
- 23.2. In the event that this Agreement is terminated in accordance with this Clause 22 or Clause 4.7 above:
- 23.2.1. the Company shall be entitled to invoice for all the Fees attributable to the work undertaken and expenses incurred by the Company to the date of termination at the rates set out in the Quotation (insofar as such sums have not previously been invoiced) and all invoices shall become immediately due and payable; and
 - 23.2.2. the provisions of Clause 4.7 shall apply to all sums due in accordance with Clause 23.2.1.
 - 23.2.3. each party shall immediately cease to use any Intellectual Property provided by the other party under clauses 16.3 and 16.4;
 - 23.2.4. each party shall immediately return to the other party and where applicable any relevant Carrier, any property or materials supplied to it by the other party.
- 23.3. Without prejudice to any other rights it may have to terminate this Agreement either party may terminate this Agreement by giving the other party not less than one month's written notice.

24. Disruptive Events

- 24.1. The Company's obligations under this Agreement will be suspended to the extent that it is affected by a Disruptive Event and while a Disruptive Event continues.
- 24.2. If the Company cannot carry out any obligation under this Agreement because of a Disruptive Event it will not be in breach of this Agreement and will not be liable for any loss or damage or failure or delay in performance which is caused by a Disruptive Event.

25. Notices

- 25.1. Any notice or consent required or permitted under this Agreement shall be in writing and shall be sent by first class post, hand delivery, or fax.
- 25.2. Subject to Clause 25.3 below any such notice consent or other document shall be deemed to have been duly received:
 - 25.2.1. if despatched by fax - 24 hours from the time of the despatch; or
 - 25.2.2. if despatched by prepaid post - 3 days from the time of posting to the relevant party; or

25.2.3. if despatched by hand delivery - at time of actual delivery.

- 25.3. Unless otherwise notified in writing for the purpose of this clause the postal addresses and fax numbers of the parties are as referred to in the Quotation.
- 25.4. In proving service by post it will be sufficient unless any relevant part of the postal service is affected by industrial action to prove that the envelope containing the notice was duly stamped, addressed and posted to the addresses specified in clause 25.3 above. In proving service by fax, it shall be sufficient to prove that it was properly addressed and despatched to the numbers specified in clause 25.3 above.

26. General

- 26.1. No delay or failure on the part of any party in enforcing any provision in this Agreement shall be deemed to be a waiver or create a precedent or in any way prejudice any party's rights under this Agreement. The rights and remedies provided in this Agreement are cumulative and are additional to any rights or remedies provided by law.
- 26.2. If any provision in this Agreement is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of this Agreement not affected by such invalidity or unenforceability shall remain in full force and effect. If any provision in this Agreement is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid and enforceable.
- 26.3. This Agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to in it and the subject matter of it and shall supersede any previous agreement(s), prior drafts, undertakings, representations, warranties and arrangements of any nature whatsoever whether or not in writing between the parties in relation to the matters referred to in this Agreement or in connection with the subject matter of it.
- 26.4. Each of the parties acknowledges and agrees that it has not been induced to enter into this Agreement in reliance upon, and has not given, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in this Agreement.
- 26.5. Nothing in this Agreement shall operate to exclude or limit any liability for fraud.
- 26.6. This Agreement shall be governed by and construed in accordance with English Law. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English Courts, to which each of the parties irrevocably submits.