



direct mail | collation, fulfillment & distribution  
print management | digital print

## 1 INTRODUCTION

In these terms and conditions:

"the Client" means the person or company who buys the Goods or Services

"the Company" means Propack Direct Mail Ltd

"the Contract" means any contract to which these terms and conditions apply

"the Goods" means the Goods which are the subject of the Contract

"the Services" means the Services which are subject of the Contract

Unless otherwise expressly agreed in writing by the Company these conditions shall apply to all contacts between the Company and the Client for the provision of all Goods and services. Any conditions purported to be imposed by the Client shall only be binding insofar as they are not at variance with these conditions and have been accepted in writing by the Company. No representative, agent or employee of the Company has any authority to waive or vary any of these conditions on behalf of the Company and any suggested qualification of these conditions howsoever arising shall be deemed to be excluded unless actually agreed in writing and signed by a Director of the Company and an authorised representative of the Client.

No responsibility or claim for damages will be accepted by the Company should any delay or loss occur as a result of the Buyer's failure to comply with these terms and conditions.

## 2 COMPLETION OF SERVICES

The Company will not start a performance of the service until it receives from the Client a quotation form duly signed and returned to the Company in respect of a bulk mailing or booking / confirmation form in respect of sharing mailing. In respect of all other orders, the Company will indicate in writing what documentation is required from the Client before performance of the services can start.

Unless agreed in writing, time shall not be of the essence in the provision of any part of the service and delay in completion of all or any part of the services shall not give rise to any liability upon the Company unless a guarantee of performance within a specific time limit has been given in writing by the Company expressly stating that the Company guarantees its performance within a specific time.

The Client accepts that the timing of the completion of the services will often be dependent upon a number of steps to be taken by the Client. For example, the delivery of material to the Company for mailing, checking of any printed documents produced by the Company for the Client and answering any requests for clarification made by the Company. The Client agrees to take such steps promptly and to keep to the best of its ability to any agreed timetable and the Client further agrees that the Company cannot be responsible for any delays caused by the Client's delay.

## 3 PRICE AND PAYMENT

Payment shall only be deemed to be made when cleared funds have been received by the Company and the Company's bank account credited. The details of the Company's bank account are printed on invoices and statements.

All prices quoted by the Company exclude VAT (unless otherwise stated). VAT will be charged at the rate applying at the time of the delivery/service.

The Company reserve the right to vary at its discretion any prices quoted to the Client for the provision of the service if the weight of any mailing exceeds the value previously anticipated by either host and/or the Client or if there is any increase in the charges made by the Royal Mail or any other provider of delivery and in such circumstances the Company will increase the price to responsibly reflect the extra costs which the Company will incur either directly or indirectly.

The Company may in its discretion request payment in whole or in part for the service in advance of the service commencing and the Company will not be under any obligation to perform the said service until the payment is received.

Our quotations lapse after 30 days (unless otherwise stated) and the price excludes delivery (unless otherwise stated).

All accounts shall be paid to the Company in sterling within 30 days end of month (unless otherwise stated). If you fail to pay us in full on the due date we may suspend or cancel future deliveries and we may cancel any discount offered to you.

The Company shall be entitled to charge interest on all overdue accounts at the rate of 2% per annum above the base rate of Barclays bank from time to time.

The Client shall not withhold or reduce the amount due on account of any complaint unless such complaint has been received in writing by the Company.

## 4 RETENTION OF TITLE

Until you pay all debts you may owe us, all goods supplied by us remain our property. You must store them so that they are clearly identifiable as our property.

You must insure them against the risks for which a prudent owner would insure them and hold the policy in trust for us. You may use those goods and sell them in the ordinary course of your business but not if we revoke that right by informing you in writing or you become insolvent. You must inform us in writing immediately if you become insolvent.

If your right to use and sell the goods ends you must allow us to remove the goods. We have your permission to enter any premises where the goods may be stored at any time to inspect them and after your right to use and sell them has ended, to remove them using reasonable force if necessary. Despite our retention of title to the goods we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.

## 5 RISK

The goods are at risk from the time of delivery. Delivery takes place either at our premises (if you are collecting them or arranging carriage) and from the time we tell you when your goods are ready for collection or at your premises (if we are arranging carriage and delivery). You must inspect the goods on delivery. If any goods are damaged or not delivered you must write to tell us within seven working days. You must give us and any carrier a fair chance to inspect the damaged goods. In the case of a service the delivery takes place when the mail leaves our premises.

## 6 CANCELLATION OF PERFORMANCE OF THE SERVICES

The Company shall be entitled to cancel the service if the Client shall fail to pay the Company on the due date any sum payable hereunder or to pay the Company for any other order for similar services previously rendered or if in breach of any of these conditions or shall enter into insolvency. The Client shall be entitled to terminate this agreement if the Company is in material breach of any of its obligations hereunder or if the Company shall enter into liquidation.

## 7 DIVISIBILITY CLAUSE

The Company reserves the right to make scheduled deliveries each of a part only of the overall amount and value of goods ordered by the buyer. Where any such scheduled delivery is made the goods comprised within each delivery shall be deemed to have been sold and delivered under a separate contract for the sale of the goods the subject of such delivery and will be invoiced separately. The Buyer will pay for the goods delivered in each scheduled delivery without set off, counter claim or deduction in respect of any previous or future scheduled delivery or other goods ordered from the Company.

## 8 RESPONSIBILITY

It shall be the responsibility of the Client to verify the accuracy of all printed documents produced for or on behalf of the Client by the Company. The liability of the Company to the Client in damages for any breach of contract or negligence while carrying out the service shall be limited to and shall in no circumstances exceed a sum equal to the fees to be charged by the Company under this contract. The Company shall not be responsible in any circumstances for any indirect or consequential loss or damage whatsoever (whether in contract or in tort) arising out of the performance of the service or otherwise arising from any contract with the Client.

## 9 PATENTS AND INTELLECTUAL PROPERTY RIGHTS

The Client warrants that any design given to the Company by the Client shall not cause the Company to infringe any letters, patent registered design or trademarks in performing the services. The Client shall indemnify the Company against all claims, actions and costs made or brought against the Company (whether in England or otherwise) in respect of the infringement of any United Kingdom or foreign patent, register design, trademark or similar right arising out of any such design.

## 10 FORCE MAJEURE

If the Company or the Client shall be unable to perform any part of the services due to circumstances beyond its responsible control (including but not limited to any strike industrial action, transport difficulties, act of God, riot or civil commotion, lockout, fire, flood, Act of Government failure to obtain materials or any other control cause whatsoever beyond its control) it shall promptly notify the other of the nature and extent of the circumstances in question. The Company may then cancel or suspend any of its obligations to the Client, without liability.

Neither the Company or the Client shall be deemed to be in breach of these conditions or otherwise be liable to the other for any delay in performance or any nonperformance of any of its obligations to the extent that the delay or non-performance is due to any circumstances beyond its responsible control provided that the provision of clause has been complied with.

## 11 DATA PROTECTION

The services provided by the Company may be governed by the Data Protection Act 1998 and any related legislation ("The Legislation") and the Company will ensure that appropriate technical and organisation measures are in place to safeguard such information.

The Client agrees to contact the Company promptly should the Client become aware that any personal information provided to the Company was inaccurate and further to indemnify the Company for any losses, costs, damages or distress caused to any person arising out of the Company's reasonable reliance upon the accuracy of the information provided. Further, in the event that the Company provides the Client with any personal information about any third parties, the Client agrees to use all reasonable endeavours to process such information in accordance with the legislation.

During the provision of the services by the Company to the Client, the Company may be given a list of names and addresses or, alternatively, pre-printed labels containing such details. The Company and the Client agree that such details other than mailing on a subsequent occasion will not be passed onto a third party without the consent of Client.

As dictated by the 5th principle of the Data Protection Act, the Company will hold your data for 21 days following mailing completion after which time it will be deleted from our systems and all media destroyed, unless a specific written agreement to the contrary has been agreed by both parties.

## 12 GENERAL

Any waiver by the Company or the Client of a breach of these conditions shall not be taken as a waiver of any subsequent breach of the same or any other provisions. Any rights of termination contained herein shall not prejudice any other right or remedy of either the Company or the Client in respect of the breach concerned (if any) or any other breach.

The Company shall be entitled to carry out these services through any agent or subcontractor appointed by it in its absolute discretion. If any provision of these conditions is held by any court or any other competent authority to be void or unenforceable in whole or in part the other provisions contained in these conditions are the remainder of the effect provision shall continue to be valid.

This agreement shall be governed by and construed in accordance with the laws of England. Residual stock will be held for 60 days after job completion and unless otherwise stated will be destroyed. Stock will only be held after the 60 day period on specific written instruction from the Client. The prevailing rates for storage will then apply.

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Please note that this quotation is not inclusive of VAT.  
VAT will be added (where relevant) to all invoices at the current VAT % rate