

## KEY TERMS SCHEDULE

### Mail collection and delivery services standard Terms and Conditions

#### Key Terms Schedule

This Agreement (which includes this Key Terms Schedule, the Terms and Conditions, the applicable User Guide and the Order) (**Agreement**) sets out the terms on which the company named below (**Service Provider**), within The Delivery Group of companies, will provide the customer named below (**Customer**) with the mail services set out in the Terms and Conditions overleaf.

<b>Service Provider</b>	<b>[SEL/One-Post]</b>	<b>[insert TDG co. details]</b>
<b>Customer</b>	<b>Name:</b>	
	<b>Address:</b>	
	<b>Company number:</b>	
<b>Payment Terms:</b>	<b>14 days from receipt of invoice</b>	

<b>Customer Signature</b>		
	<b>Name:</b>	
	<b>Position:</b>	
<b>Delivery Group Signature:</b>		
	<b>Name:</b>	
	<b>Position:</b>	

## TERMS AND CONDITIONS

### Mail collection and delivery services standard Terms and Conditions

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In this Agreement the following terms have the following meanings:

**Business Day** means any day other than a Saturday or Sunday or a public or bank holiday in England or a Carrier non-service day;

**Carrier** means the carrier for delivery of the Mail to Recipients, being Royal Mail or an International Carrier or any other carrier which the Service Provider uses, at its discretion, from time to time;

**Charges** means the charges for the Services agreed and set out in the Rate Card or other quotation or specification document issued to the Customer by the Service Provider and includes any Surcharges (or other charges made by the Service Provider as a result of the Customer's failure to comply with the terms of the Agreement) and as may be varied or supplemented from time to time under the provisions of the Agreement;

**Classification** means the applicable Carrier's classifications for mail items (including the sortation level, service, format and type) as set out in the applicable User Guide as may be amended by the applicable Carrier from time to time;

**Collection** means the total amount of Mail to be collected in one instance by the Service Provider on a specific day from a specific Collection Address;

**Collection Address** means the locations from which the Service Provider shall collect the Mail, as set out in the Order or as otherwise agreed from time to time between the parties;

**Commencement Date** has the meaning given in clause 2.2;

**Containers** means any bags, trays, containers, cages, pallets, magnums or similar receptacles as agreed by the parties in which the Customer presents Mail for collection and the **Service Provider Containers** shall mean Containers provided by the Service Provider;

**Customer Materials** means any materials and equipment (including computer equipment and printers) provided by the Customer to the Service Provider and used by the Service Provider in the provision of the Services;

**Docket** means the written record (either paper based or electronic) in the format specified by the Service Provider, to be provided by the Customer to the Service Provider, of the amount of Items in a particular Collection and the Classification of such Items;

**Group** means, in relation to the applicable party, its ultimate parent undertaking, together with every subsidiary undertaking of that ultimate parent undertaking; the terms subsidiary undertaking and parent undertaking being as defined in the Companies Act 2006;

**Indicia** means the trade marks, logos, devices, get-up and other indicia of the Service Provider and/or the applicable Carrier which are to be displayed on each applicable Item in such a manner notified to the Customer by the Service Provider from time to time;

**Intellectual Property** means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, domain names, topography rights, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with the right to apply for registration of and/or register such rights any and all goodwill relating or attached thereto and all extensions and renewals thereof;

**International Carrier** means a Carrier which the Service Provider, in its absolute discretion, uses to deliver Mail to Recipients outside of the UK;

**International Mail** means Mail to be delivered outside of the United Kingdom;

**Item** means an individual piece of Mail;

**Law** means any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law in each case as may be amended, enacted, extended, replaced, modified, consolidated or repealed from time to time;

**Losses** means all damages, losses, liabilities, claims, actions, costs, expenses (including reasonable fees and disbursements for legal or professional services), proceedings, judgments, consensual settlements, penalties, fines, demands, interest and charges whether arising under statute, contract or at common law;

**Mail** means the mail Items that the Service Provider collects from the Customer as part of the Services;

**Order** means the Customer's order for Services as set out in the order form completed via the Service Provider's website [*insert link to DocketHub*].

**Payment Terms** means the payment terms set out in the Key Terms Schedule, being the date on which all invoices for Charges fall due for payment.

**Prohibited Material** means any dangerous, hazardous, offensive, or chemical goods or items prohibited by Law which are likely to cause damage including those listed in the applicable Carrier's guidelines as prohibited material;

**Rate Card** means the rate card specifying the Charges for Services and applicable Surcharges, or other pricing information, provided by the Service Provider to the Customer from time to time;

**Recipient** means the person(s) or entity to which an Item is addressed;

**Restricted Materials** means any material listed in the applicable Carrier's guidelines as restricted materials;

**Royal Mail** means Royal Mail Group Limited;

**Scam Mail** means Mail sent in furtherance of a fraudulent or criminal act, or which, in the Service Provider's reasonable opinion, is intended to deceive the Recipient into parting with money or other assets;

**Services** means the Mail collection and delivery services that the Service Provider shall provide to the Customer pursuant to this Agreement and as specified further in the applicable User Guide (or any other service as agreed between the parties from time to time);

**Service Provider Materials** means Service Provider Containers and any other materials, items or other property of the Service Provider which is provided to the Customer for use in receipt of the Services;

**Surcharges** means the additional charges set out in the applicable User Guides and / or Rate Cards which will be invoiced by the Service Provider to the Customer in the circumstances set out therein and pursuant to this Agreement;

**Term** has the meaning given in clause 17.1;

**Unscheduled Collection** has the meaning given to it in clause 3.10 and, except where expressly stated otherwise, shall be treated as any other Collection for the purposes of this Agreement;

**User Guides** means the Service Provider's user guides which set out: the applicable Carrier that will provide the final mile delivery of Mail; and further details of the Services, including Surcharges and the specifications, characteristics and other criteria of Mail to be provided by the Customer for Collection in relation to an applicable Service, as may be amended by the Service Provider and / or the applicable Carrier from time to time and re-issued to the Customer;

**Valuables** means valuable Items including jewellery, precious stones, watches made totally or mainly of precious metal, any precious metal and any similar articles; money (including, coins, bank notes, postal orders, cheques, unused postage and revenue stamps and National Insurance stamps, exchequer bills, bills of exchange, promissory notes and credit notes, bonds, coupons and other investment certificates, and coupons, vouchers, tokens, cards, stamps and other documents that can be exchanged for money, goods or services); antiques and similar; and

**VAT** means value added tax chargeable under English Law for the time being and any similar additional sales tax applicable to the jurisdiction.

1.1 In this Agreement:

- 1.1.1 words in the singular include the plural and vice versa and any gender includes a reference to all other genders;
  - 1.1.2 headings are included for convenience only and shall not affect the construction or interpretation of this Agreement;
  - 1.1.3 the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context;
  - 1.1.4 any reference to a “party” shall mean either the Customer or the Service Provider as the context requires and references to “parties” shall mean both of them;
  - 1.1.5 references to laws and regulations include amendments and re-enactments;
  - 1.1.6 a reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other document or agreement as amended or varied in accordance with its terms from time to time.
- 1.2 If any provisions in this Agreement conflict, the following order of precedence shall apply in respect of the conflicting provisions: (a) Terms and Conditions; (b) the applicable User Guide; (c) Rate Card; and (e) Key Terms Schedule.

## 2 SERVICES

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with the Agreement.
- 2.2 The Order shall only be deemed to be accepted when the Service Provider notifies the Customer that the Order has been accepted at which point and on which date the Agreement shall come into existence (**Commencement Date**).
- 2.3 These Terms and Conditions and the applicable User Guide apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 The Customer hereby appoints the Service Provider to provide the Services to the Customer and the Service Provider agrees to provide the Services to the Customer for the Term in consideration of payment of the Charges by the Customer and in accordance with the terms and conditions of this Agreement.
- 2.5 The Customer acknowledges and agrees that the Service Provider is a Consolidator of Mail. The Service Provider receives mail from organisations, processes and sorts such mail and then transfers the mail to a Carrier, whom carries out the final mile delivery of mail to Recipients.
- 2.6 The Service Provider will use its reasonable endeavours to deliver Mail to the applicable Carrier within two Business Days of Collection at the Collection Address but the Customer acknowledges and agrees that the Service Provider is not responsible for delays caused by circumstances beyond its control, including road closures and other traffic incidents. The Customer further acknowledges and agrees that the Service Provider uses Carriers for final sortation and delivery of all Items to Recipients. The Service Provider does not guarantee the actual delivery date of any Item to Recipients and time for performance of the Services is not of the essence. Accordingly, the Service Provider shall not be liable to the Customer or to any other person for failure to deliver within the service timeframe set out in the Agreement.

- 2.7 The Service Provider shall provide the Services on Business Days only, unless otherwise agreed in writing.

### 3 COLLECTION

- 3.1 The Service Provider will use reasonable endeavours to collect the Mail from the Collection Address at the dates, times and intervals set out in the Order or as otherwise agreed between the parties from time to time, provided the Customer requests a Collection no less than one Business Day prior to the intended Collection time. If less than one Business Day's notice is provided for a Collection, the Service Provider shall make such Collection at a date and time to be directed by the Service Provider, taking into account the operational limitations of its business at that time. Time for Collection is not of the essence of the contract and shall not be made so by service of any notice.
- 3.2 The Customer shall make the Mail available at the Collection Address on the dates and at the times agreed with the Service Provider. The Service Provider shall only be responsible for the loading of Mail at the Collection Address where it has been agreed in writing in advance between the parties. Risk in the Mail shall pass to the Service Provider once collected at the Collection Address, after it has been loaded by the Customer on to the Service Provider's collection vehicle unless it is agreed in advance in writing between the parties that the Service Provider will carry out the loading and bear the risk for the same.
- 3.3 The Customer shall ensure that the Mail is adequately and appropriately presented in Containers (and/or otherwise as notified by the Service Provider to the Customer from time to time) to assist the Service Provider with Collection in accordance with the applicable User Guide. The Service Provider shall be under no obligation to collect any Mail which is incorrectly presented. The Service Provider reserves the right to apply Surcharges in accordance with the applicable User Guide in relation to Mail that is incorrectly presented.
- 3.4 The Customer shall ensure that: no Collection contains any bag weighing more than 11 kg or any letter tray weighing more than 10 kg; and any other restrictions contained in the applicable User Guide are complied with.
- 3.5 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.
- 3.6 The Customer shall ensure that no Item in a Collection bears a postage stamp or other postal mark, impression or device (other than as part of the Indicia). The Service Provider shall be entitled to refuse to process, and/or raise applicable Surcharges in relation to, any Mail which breaches this clause.
- 3.7 The Customer shall procure that the contents of all applicable Items in a Collection for delivery to Recipients in the United Kingdom conform to the British Codes of Advertising and Sales Promotion. Further details are set out in the User Guides.

- 3.8 The Customer shall ensure that all Items in a Collection are made available at such times and in such forms (including as to their format, presentation, packaging and addressee or other mailing information) as specified in the applicable User Guide or as the Company or the applicable Carrier may otherwise specify. If the Customer fails to comply with this clause, the Customer will be charged Surcharges as set out in the applicable User guide or Rate Card for any service that has been undertaken by the Service Provider to prepare the Items to the specification of the applicable Carrier.
- 3.9 The Customer shall indemnify the Service Provider and its employees, agents or contractors (**Representatives**) and keep them indemnified against any Losses suffered or incurred by the Service Provider or its Representatives as a result of any breach by the Customer of any provision in this clause 3. For the avoidance of doubt, this includes the Customer indemnifying the Service Provider and its Representatives as a result of any failure by the Customer to comply with the relevant provisions of the applicable User Guide.
- 3.10 The Customer may request (by an Order or by email or telephone) that the Service Provider makes a special Collection of Mail from a Collection Address which is outside the normal times and intervals and/or location agreed between the parties (**Unscheduled Collection**).
- 3.11 Unscheduled Collections may be subject to different charges and payment terms as set out in the applicable User Guide or Rate Card as otherwise agreed between the parties from time to time. In the event that the Customer requests an Unscheduled Collection, the Service Provider will use its reasonable endeavours to meet the collection time requested by the Customer (but time shall not be of the essence).

#### 4 DOCKETS

- 4.1 At the time of Collection, the Customer shall provide the Service Provider with a Docket which records the number of Items and the Classification of those Items. The Customer shall ensure that the Dockets are complete and accurate and present to the same to the Service Provider at the time of Collection.
- 4.2 The Service Provider may refuse to collect Mail which is not accompanied by a correctly completed Docket, without liability. Dockets will only be accepted by the Service Provider if completed in the correct email format notified by the Service Provider to the Customer from time to time. Dockets completed by hand may be rejected by the Service Provider.
- 4.3 The Service Provider may change the format of the Dockets from time to time. The Customer shall promptly implement such amendments, which shall be mandatory in relation to any Dockets which the Customer prepares after the Service Provider has notified the Customer of the change.
- 4.4 If the Service Provider has issued the Customer with a special price code which is applicable to an Unscheduled Collection, the Customer must ensure that it enters this on the Docket otherwise the Service Provider will not apply the special price code to the Collection and Surcharges may apply as set out in the applicable User guide.



- 4.5 The Customer agrees that the Service Provider has provided sufficient training to the Customer to allow correct completion and submission of a Docket and that accurate completion of Dockets is a mandatory requirement. The Customer further accepts that it is its responsibility to ensure correct completion and submission of a Docket and that the Service Provider accepts no responsibility to correct errors in any Docket. The Service Provider is entitled to raise its invoice for any Collection based on the information submitted on the applicable Docket, in accordance with the Services provided, the applicable User Guide and the Rate Card.
- 4.6 In the event that the Service Provider does become aware of any discrepancy in the actual amount or Classification of Items in a Collection from that stated on the applicable Docket, the Service Provider shall be entitled to raise its invoice for such Collection on the basis of the actual amount and / or Classification of Items in accordance with the Services provided, the applicable User Guide and the Rate Card. The Service Provider shall notify the Customer of any such discrepancy at the time of sending the applicable invoice.

## 5 CANCELLATION

- 5.1 The Customer shall not be entitled to cancel in whole or in part any Collection which the Service Provider has accepted whether orally or in writing, except where such cancellation has been notified to the Service Provider no less than one Business Day before the scheduled date for the Collection.
- 5.2 If the Customer cancels a Collection less than one Business Day before the scheduled date for Collection or if the Service Provider is unable to collect Mail from the Collection Address (due to the Customer's error or delay), the Service Provider shall be entitled to charge the Customer cancellation Surcharges as set out in the applicable User Guide and / or Rate Card.
- 5.3 If the actual volume of the Mail in a Collection is materially less than the amount notified to the Service Provider by the Customer in the Order, such that any vehicles the Service Provider sends to make the Collection are unused in the Collection, Surcharges for excess transport as set out in the applicable User Guide and / or Rate Card shall apply.
- 5.4 If the actual volume of the Mail in any Collection is materially greater than the amount notified to the Service Provider by the Customer in the Docket, the Service Provider shall be entitled to refuse to collect the excess Mail over and above the volume specified at in the Order. For the avoidance of doubt, in the event that the Service Provider chooses to collect any or all of the excess in such a Collection, the Collection shall be invoiced based on the actual amount and / or Classification of Items, in accordance with clause 4.6.

## 6 CONTAINERS

- 6.1 It is the Customer's responsibility to ensure that it has sufficient Containers in which to present Mail ready for Collection by the Service Provider. The Service Provider may refuse to collect Mail which is not correctly presented in Containers and accepts no liability for such refused Collections.

- 6.2 If the Customer requires additional Containers, it shall order them from the Service Provider, giving the Service Provider as much notice as possible and in any event no less than three Business Days' notice before the Customer requires its delivery of Containers. The Service Provider shall use its reasonable endeavours to meet a request for delivery of the Service Provider Containers which are required in less than three Business Days but shall be under no obligation to do so and Surcharges may be applied in accordance with the applicable User Guide and / or Rate Card.
- 6.3 Any Service Provider Containers delivered to the Customer or otherwise in the Customer's possession may only be used in respect of Mail to be collected by the Service Provider. In the event that the Customer uses the Service Provider Containers with a third party mail service provider other than the Service Provider, the Service Provider shall be entitled to charge the Customer the costs of replacing the Service Provider Containers with new ones.
- 6.4 The Customer shall keep the Service Provider Containers and any other Service Provider Materials in good condition and the Customer is responsible for the control, management and return of the Service Provider Containers. Risk of loss of or damage to Service Provider Materials whilst in the Customer's possession (beyond fair wear and tear) shall be borne by the Customer and the Service Provider shall be entitled to charge the Customer the reasonable cost of replacement on a new for old basis. Ownership of the Service Provider Materials shall remain at all times with the Service Provider and/or the third party who supplied them to the Service Provider.
- 6.5 The Service Provider or its authorised representatives shall be entitled to inspect Service Provider Containers and any other Service Provider Materials in the Customer's possession at all reasonable times and, in the event of any misuse of the Service Provider Containers or any other Service Provider Materials by the Customer or any third party, may repossess such property.
- 6.6 The Customer shall indemnify the Service Provider and its Representatives and keep them indemnified against all Losses suffered or incurred by the Service Provider or its Representatives as a result of any breach by the Customer of any provision in this clause 6.
- 6.7 In the event that this Agreement expires or terminates or otherwise upon the Service Provider's request, the Customer shall promptly return to the Service Provider (or make available for collection) all the Service Provider Containers and / or other Service Provider Materials that it has in its possession or control. Any Service Provider Containers or other Service Provider Materials not so returned will incur the costs set out in clause 6.4.
- 6.8 For the avoidance of doubt, where the Customer makes use of an agent for the preparation and hand over of Collections, as permitted by clause 20.3, the Customer expressly accepts that it remains responsible for all its obligations under clause 6 and is fully liable to the Service Provider for any act or omission of an agent which causes the Customer to be in breach of clause 6.

## 7 USE OF INDICIA

- 7.1 If the applicable Carrier or the Service Provider require the use by Customer of Indicia, this clause 7 shall apply.
- 7.2 The Customer shall ensure that each Item presented to the Service Provider for collection in accordance with this Agreement bears the correct Indicia. The Service Provider shall not be obliged to collect any Mail which does not correctly bear the Indicia.

- 7.3 The Customer shall be granted a non-exclusive, royalty free, revocable licence to use the Indicia for the Term provided that the Indicia is only used in the exact form and format notified by the Service Provider to the Customer in writing from time to time for the purpose only of marking the Items in accordance with clause 7.2.
- 7.4 The Customer shall:
- 7.4.1 not use any of the Indicia in any way which might prejudice their distinctiveness, validity or goodwill of the Service Provider or the applicable Carrier;
  - 7.4.2 in relation to any Items, use any trade marks or indicia other than the Indicia, without obtaining the prior written consent of the Service Provider;
  - 7.4.3 not use the Indicia in respect of any items or materials or for any other purpose other than for Items which are processed in accordance with this Agreement; and
  - 7.4.4 notify the Service Provider immediately in the event that it becomes aware of any actual or suspected infringement of the Indicia.
- 7.5 Except as provided in clause 7.3, the Customer shall have no rights in respect of the Indicia or the Intellectual Property or goodwill associated with them and the Customer hereby acknowledges that, except as expressly provided in this Agreement, it shall not acquire any rights in the Indicia and that all such rights and goodwill are, and shall remain, vested in the Service Provider absolutely. The Customer shall at the request of the Service Provider execute such licences in respect of the use of the Indicia as the Service Provider may reasonably require.
- 7.6 Upon expiry or termination of this Agreement for any reason, the Customer shall immediately cease to use any Indicia and shall destroy or deliver up to the Service Provider upon the Service Provider's request all items, material or equipment bearing the Indicia in the Customer's possession or control.
- 7.7 The Customer shall indemnify the Service Provider and its Representatives on demand from and against any Losses suffered or incurred by them arising from a breach of this clause by the Customer.

## 8 DELIVERY TO RECIPIENTS

- 8.1 The Customer acknowledges and agrees that in provision of the Services the Service Provider will hand over Items to its Carriers for final delivery to the destination address. The applicable Carrier will be responsible for delivering Mail to the Recipient. The Service Provider shall not be liable for any failure to deliver Mail which is due to the Carrier's act or omission.
- 8.2 The Customer acknowledges and agrees that the treatment of all Mail by the applicable Carrier once it is transferred to them pursuant to this Agreement will be the same as in the case of other mail posted via the applicable Carrier and the Service Provider does not keep detailed records of conveyance or delivery of any specific Item.
- 8.3 In the event that the Customer requires Collection of International Mail, it shall clearly note this on the Docket (and present such Items separate from the rest of the Mail in the Collection).

- 8.4 The Customer acknowledges and agrees that International Mail shall be subject to the Laws of, and unpredictability of postal services in, the destination country and no guarantees are provided by the Service Provider in relation to such Services.

## 9 EXCLUDED MAIL

- 9.1 The Customer must not include Items in the Mail which comprise any Prohibited Materials, Restricted Materials, Scam Mail or Valuables, unless agreed in advance in writing with the Service Provider. In addition, the Service Provider shall not be required to deliver any Items in contravention of the Postal Services Act 2000 or any other Law or code of practice in the United Kingdom or elsewhere.
- 9.2 If the Mail is International Mail, the Customer must comply with all legal requirements and restrictions relating to the country in which the Recipient is based, including any specific regulations relating to materials which are prohibited or restricted in the destination country.
- 9.3 In the event that the Customer does include Items in breach of clause 9.1 or 9.2 in any Collection, the Customer shall be liable for all loss or damage whatsoever caused by or in connection with the Items howsoever arising and shall indemnify the Service Provider and its Representatives against all Losses whatsoever arising in connection therewith. Any Items found to be in a Collection in breach of this clause may be destroyed or otherwise disposed of at the sole discretion of the Service Provider.

## 10 UNDELIVERABLE ITEMS

- 10.1 If the addressee of any of the Items:
- 10.1.1 refuses delivery;
  - 10.1.2 is unable to accept delivery for any reason; or
  - 10.1.3 cannot reasonably be identified or located then the Service Provider shall use reasonable efforts to return the Items to the Customer at the Customer's cost, failing which the Service Provider shall be entitled to dispose of the Items without incurring any liability to the Customer or to any other party whatsoever. The Customer shall be responsible for all costs associated with the disposal of the Items and shall indemnify the Service Provider and its Representatives accordingly.

## 11 CUSTOMER'S OBLIGATIONS

- 11.1 The Customer shall:
- 11.1.1 ensure that the terms of the Order and any information it provides in the Docket are complete and accurate;
  - 11.1.2 make available to the Service Provider such information and assistance as may be reasonably required by the Service Provider to enable the Service Provider to perform the Services in accordance with the terms of this Agreement;

- 11.1.3 grant the Service Provider and its employees, agents and sub-contractors such access to the Collection Address as is necessary for the Service Provider to carry out its obligations under this Agreement;
  - 11.1.4 notify the Service Provider immediately upon becoming aware of any defect in or interference with the Mail; and
  - 11.1.5 ensure that at all times it complies with all legal and statutory obligations and regulations, and that at all times it has and maintains all licences, permissions, authorisations, consents and permits, regarding the use and receipt of the Services (including all health and safety laws and other rules and regulations that apply to any of the Items). The Customer shall indemnify the Service Provider and its Representatives on demand from and against any Losses suffered or incurred by them arising from a breach of this clause 11.1.5 by the Customer.
- 11.2 If the Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, including breach of its obligations under this Agreement (**Customer Default**), the Service Provider shall not be liable for any costs, charges or Losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay, and:
- 11.2.1 without limiting or affecting any other right or remedy available to it, the Service Provider shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Service Provider's performance of any of its obligations; and
  - 11.2.2 the Customer shall reimburse the Service Provider on written demand for any costs or Losses sustained or incurred by the Service Provider arising directly or indirectly from the Customer Default.
- 11.3 The Customer acknowledges and agrees that the Service Provider shall be entitled to charge the Customer a sum equivalent to any Surcharges applied to the Service Provider by a Carrier which result from failure by the Customer to comply with the terms of this Agreement.
- 11.4 It is the Customer's responsibility to ensure that where any Customer Equipment is required to be used by the Service Provider, that such Customer Equipment is available free of charge at the time of Collection and/or delivery. Where such Customer Equipment is not available and if the Service Provider agrees to load or unload the applicable Mail, such loading or unloading shall be at the Customer's risk and the Service Provider shall have no liability whatsoever and the Customer shall indemnify the Service Provider and its Representatives and keep them indemnified in full, and hold them harmless, from and against any and all Losses suffered or incurred by the Service Provider or its Representatives arising as a result of or in connection with the loading or unloading such Mail without the Customer Equipment.

## 12 CHARGES AND PAYMENT TERMS

- 12.1 The Charges for Services shall be calculated in accordance with the Services selected by the Customer in the Order, the Rate Card and the applicable User guide.
- 12.2 Unless agreed otherwise between the parties in writing, the Service Provider shall invoice the Customer on or after Collection of the Mail in respect of the Charges for Services in accordance with the Payment Terms, the applicable User Guide and the Rate Card, together with all applicable Surcharges. The Customer shall pay the Charges to the Supplier in full and in cleared funds to a bank account nominated in writing by the Supplier from time to time, and time for payment shall be of the essence of the Agreement.
- 12.3 If at any time and in good faith, the Customer disputes all or any of the Charges:
- 12.3.1 the Customer will notify the Service Provider in writing within 7 days of the invoice date details of any disputed Charges, specifying the grounds for the dispute and the amount of payment to be withheld;
- 12.3.2 the Customer will pay to the Service Provider on or before the payment due date all amounts not disputed by the Customer;
- 12.3.3 the parties shall use all reasonable endeavours to resolve the dispute within 14 days of the notice given in accordance with clause 12.3.1; and
- 12.3.4 if the parties resolve that the disputed Charges, or any part of them, are payable, the Customer will pay the Charges (or any lesser sum as may have been agreed) within 7 days of the resolution date.
- 12.4 Unless stated otherwise, all amounts expressed in this Agreement as being payable by the Customer are expressed exclusive of any VAT (or any other duties or taxes) which may be chargeable and which shall be paid in addition at the rate for the time being prescribed by Law.
- 12.5 The Service Provider reserves the right, by giving notice to the Customer at any time, to apply a fuel Surcharge, to amend the price of the Services to reflect any increase in the cost to the Service Provider which is due to any factor beyond its control (including a Force Majeure Event), any change in price imposed by a Carrier or any change in delivery dates, quantities or specifications for the Services which is requested by the Customer.
- 12.6 The Service Provider reserves the right to review and increase the Charges at any time upon giving the Customer 30 days' notice.
- 12.7 The Customer shall make all payments due under this Agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Service Provider to the Customer.

- 12.8 The Customer acknowledges and agrees that Mail which the Service Provider collects may be subject to sorting by a Carrier. In the event that the applicable Carrier charges the Service Provider any additional charges or surcharges in relation to the Customer's Mail, which is due to an incorrectly completed Docket, incorrectly Classified Items or otherwise due to the Customer's act or omission, the Customer shall promptly reimburse the Service Provider the full amount, upon receipt of an invoice from the Service Provider.
- 12.9 Without prejudice to clause 12.8 and any other rights it may have under Law or otherwise, if full payment is not received by the Service Provider by the due date for payment then it may:
- 12.9.1 suspend any credit arrangements or rebate arrangements that the Customer has with the Service Provider;
  - 12.9.2 suspend the provision of the Services;
  - 12.9.3 terminate this Agreement without incurring any liability; and/or
  - 12.9.4 charge daily interest on all amounts not paid until payment is received in full. Interest will be calculated at an annual rate equal to 8% above the Bank of England base lending rate from time to time.
- 12.10 The Service Provider may at its discretion, and provided that the Customer satisfies the applicable criteria prescribed by the Service Provider, assign the Customer a credit account with a credit limit. In the event the aggregate value outstanding from the Customer exceeds this limit, the Service Provider reserves the right, by giving 7 (seven) days' notice to the Customer to request payment on account to bring the value outstanding under the assigned credit limit. In the event that such payment is requested by the Service Provider but not paid by the Customer, the Service Provider may suspend the provision of the Services immediately without notice or liability. The Service Provider shall be entitled to change the Customer's credit limit at any time, immediately on written notice.
- 12.11 The Service Provider shall have a specific and general lien on any Mail and associated documentation whilst in its possession or control for all Charges and any other sums due under this Agreement. The Service Provider shall be entitled to sell or dispose of Mail and associated documentation at the expense of the Customer after having given the Customer 14 days' notice of such sale or disposal and to apply any proceeds towards payment of any overdue amounts. The Service Provider shall account to the Customer for any sums exceeding the overdue amounts and associated expenses and shall then be discharged from any liability with regard to the Mail and associated documentation.

### 13 WARRANTIES

- 13.1 Subject to clause 13.2 below, the Service Provider warrants that:
- 13.1.1 it has full capacity and authority to enter into this Agreement;
  - 13.1.2 it has and shall maintain for the Term any necessary approvals, consents and licences to perform the Services; and
  - 13.1.3 it shall perform the Services with reasonable care and skill.

- 13.2 Notwithstanding clause 13.1 above, the Service Provider shall be under no liability in relation to the warranties provided in respect of any Services where the applicable Charges have not been paid by their due date for payment.
- 13.3 In the event of any valid claim under clause 13.1 above being made by the Customer, the Service Provider shall be entitled to re-perform the relevant part of the Services free of charge or, at the Service Provider's sole discretion, refund to the Customer a proportionate part of the Charges in relation to the non-compliant Services (to be determined by the Service Provider) but the Service Provider shall have no further liability to the Customer.
- 13.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by Law, excluded from this Agreement.

## 14 LIABILITY

- 14.1 The Charges are calculated on the basis of the exclusions and limitations of liability set out in this clause 14. The Customer expressly agrees that given all the circumstances the exclusions and limitations set out in this clause 14 are reasonable.
- 14.2 The Customer acknowledges and agrees that:
- 14.2.1 in the event of loss of or damage to any Item dealt with by the Service Provider under this Agreement, the Service Provider shall (subject to satisfactory evidence of receipt of the Item by the Service Provider and of the loss or damage, and subject to the remainder of this clause 14) pay compensation to the Customer subject to the greater of the following limits:
- 14.2.1.1 where the Service Provider has already handed over the relevant Item to a Carrier, the compensation shall be limited to whatever payment the Service Provider actually recovers from the Carrier in relation to that Item; or
- 14.2.1.2 otherwise, the compensation in respect of the relevant Item shall be limited to the Charge paid in respect of such Item.
- 14.3 The Service Provider's maximum aggregate liability for loss or damage to all Items in relation to any individual Collection (whether under clause 14.2 or other provision of this Agreement, in tort (including negligence) or breach of statutory duty) or otherwise)) is £100,000.
- 14.4 Notwithstanding clause 14.2, the Service Provider shall not be liable to the Customer for any loss or damage (whether in contract, tort (including negligence) or breach of statutory duty) or otherwise)) of any Item:
- 14.4.1 which occurs as a direct or indirect result of any failure by the Customer to comply with this Agreement or which has been handed over by the Customer in breach of the warranties contained in clause 3.4; or
- 14.4.2 unless the Customer notifies the Service Provider of such claim under clause 14, in writing within 28 days of the relevant Collection date.



- 14.5 Subject to clause 14.7, the Service Provider's total aggregate liability to the Customer in respect of all other causes of action arising out of or in connection with this Agreement (whether for breach of contract, strict liability, tort (including negligence), misrepresentation or otherwise) shall, be limited to the lesser of: an amount equal to 3 times the Charges of the Mail in the applicable Collection; or £1,000,000.
- 14.6 Subject to clause 14.7, the Service Provider shall not be liable for: any loss of profit; goodwill; anticipated savings; business opportunity; data or use of data; third party Losses; or indirect, special or consequential damages, howsoever arising, regardless of the form of action, whether in contract, strict liability or tort (including negligence) and regardless of whether it knew or had reason to know of the possibility of the loss, damage or injury in question.
- 14.7 Nothing in this Agreement shall exclude the parties' liability for: any indemnity provided in this Agreement; death or personal injury resulting from its negligence: fraud or fraudulent misrepresentation; breach by the Service Provider of the conditions as to title and quiet enjoyment implied by English Law; or for any other liability the exclusion or limitation of which is not permitted by English Law.
- 14.8 If the Recipient or any other third party makes any claims for Losses against the Service Provider arising as a result of or in connection with the Services, then the Customer shall indemnify the Service Provider and its Representatives and keep them indemnified in full, and hold them harmless, from and against any and all Losses suffered or incurred by the Service Provider or its Representatives arising as a result of or in connection with any such claims.

## 15 DATA PROTECTION

- 15.1 The parties shall comply with the provisions set out at Schedule 1 with respect to data protection.

## 16 INTELLECTUAL PROPERTY

- 16.1 All Intellectual Property in the Customer Materials shall remain the property of the Customer and all Intellectual Property in the Service Provider Materials and / or arising out of the Services shall remain the property of the Service Provider.
- 16.2 All Intellectual Property created or developed by the Service Provider or which forms part of the Services shall at all times remain the property of the Service Provider, including the development of any experience, expertise, processes, procedures, know-how or methodology related to the Services.
- 16.3 The Customer hereby grants to the Service Provider a non-exclusive, royalty free, licence to use the Customer Materials and the Customer's Intellectual Property, to the extent reasonably necessary for the Service Provider to provide the Services.
- 16.4 The Customer hereby agrees to be bound by the provisions of any licences related to any Service Provider owned or licensed software which is provided by the Service Provider to the Customer to receive the benefit of the Services.

- 16.5 Save as expressly set out in this Agreement, neither party shall acquire any right, title or interest in the Intellectual Property of the party.
- 16.6 Any licences granted under this clause 16 will immediately terminate on the termination or expiry of this Agreement.

## 17 TERM AND TERMINATION

- 17.1 This Agreement shall commence on the Commencement Date and shall continue indefinitely until terminated in accordance with its terms (**Term**).
- 17.2 On or at any time after the occurrence of any of the events in clause 17.3 the Service Provider may:
  - 17.2.1 stop any Mail in transit;
  - 17.2.2 suspend further scheduled collections from the Customer;
  - 17.2.3 exercise its rights under clauses 12.9 and 12.10; and/or
  - 17.2.4 terminate this Agreement with immediate effect by written notice to the Customer.
- 17.3 The events are:
  - 17.3.1 the Customer or any member of its Group being in breach of an obligation under this Agreement, including Payment Terms;
  - 17.3.2 any breach by the Customer or any member of its Group of clause 9.1;
  - 17.3.3 the Customer or any member of its Group using the Service in relation to any suspected fraudulent or criminal activity;
  - 17.3.4 the Customer or any member of its Group doing anything which damages or may damage the Service Provider's reputation or business or the reputation or business of a Carrier;
  - 17.3.5 the Customer or any member of its Group passing a resolution for its winding up or a court of competent jurisdiction making an order for the Customer's winding up or dissolution;
  - 17.3.6 the making of an administrative order in relation to the Customer or any any member of its Group or the appointment of a receiver over, or an encumbrancer taking possession of or selling, an asset of the Customer or any member of its Group;
  - 17.3.7 the Customer or any member of its Group making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
  - 17.3.8 the Customer or any member of its Group ceases or threatens to cease to carry on business;
  - 17.3.9 if any event analagous to those set out in clauses 17.3.5 to 17.3.8 occurs in relation to the Customer or any member of its Group in any jurisdiction in which it operates its business; or
  - 17.3.10 if the Service Provider reasonably apprehends that any of the events specified in clauses 17.3.5 to 17.3.9 are about to occur in relation to the Customer or any member of its Group and notifies the Customer accordingly.

- 17.4 Without prejudice to any other right to terminate this Agreement, either party may terminate this Agreement at any time by giving the other party 30 days' written notice.
- 17.5 Upon termination or expiry of this Agreement for any reason:
- 17.5.1 the Customer shall immediately pay to the Service Provider all of the Service Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Service Provider shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 17.5.2 the Service Provider is relieved of any further obligation to collect Mail from the Customer pursuant to this Agreement; and
- 17.5.3 the Customer shall return all of the Service Provider Materials which have not been fully paid for. If the Customer fails to do so, then the Service Provider may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.
- 17.6 Upon termination of this Agreement howsoever caused, each party's accrued rights and liabilities and the rights and obligations of each party that are expressly or by implication intended to come into force upon, or remain in force following, the termination or expiry of this Agreement (including, under clauses 12, 13, 14, 15, 17, 20, 22 and 23) shall survive any termination or expiry of this Agreement.

## 18 FORCE MAJEURE

The Service Provider reserves the right to defer the date of supply of the Services or suspend all or part of the Services without liability to the Customer, and either party shall be entitled to terminate this Agreement without incurring any liability to the other party, in the event that the Service Provider is prevented from or delayed in the carrying on of its business for a period in excess of 60 (sixty) days due to circumstances beyond its reasonable control including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce or that of any third party including a Carrier), or restraints or delays affecting Carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## 19 NOTICES

- 19.1 Any notice given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service.
- 19.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 19.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

## 20 THIRD PARTY RIGHTS

- 20.1 The Service Provider may engage any person as the Service Provider's agent, sub-contractor or otherwise in the performance of any of the Service Provider's obligations under this Agreement without the Customer's consent. The Customer acknowledges and agrees that the Service Provider may use other members of its Group to collect Items from the Customer and to deliver them to Carriers. The Customer also acknowledges and agrees that the Service Provider will hand over Items to its Carriers for final delivery to the Recipient's address.
- 20.2 The Customer agrees that members of the Service Provider's Group may:
- 20.2.1 enforce the rights under this Agreement;
  - 20.2.2 take advantage of the benefits conferred upon the Service Provider by this Agreement;
  - 20.2.3 rely on the representations, warranties and covenants given by the Customer; and
  - 20.2.4 rely on the exclusions and limitations of liability benefiting the Service Provider in this Agreement.
- 20.3 The Service Provider recognises that the Customer may use agents for the preparation and hand over of Mail constituting Collections. If the Customer does so, it remains responsible for the actions of the agent and for the agent's compliance with this Agreement. The Service Provider is entitled to deal with the Customer's agent in respect of any Collections handed over by that agent.
- 20.4 Except as provided in this clause 20, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 21 GENERAL

- 21.1 Nothing in this Agreement is intended to establish any partnership or joint venture between the parties, nor authorise either party to make or enter into any commitments for or on behalf of any other party.
- 21.2 The remedies available to the Service Provider under this Agreement shall be without prejudice to any other rights, either at common law or under statute, which it may have against the Customer.
- 21.3 The failure or delay of the Service Provider to enforce or to exercise, at any time, or for any period of time, any term of or any right, power or privilege arising pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect the Service Provider's right later to enforce or exercise it, nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 21.4 This Agreement is personal to the Customer and the Customer may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the prior written consent of the Service Provider. The Service Provider may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

- 21.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all other oral or written agreements with respect to the subject matter of this Agreement. Any oral or written statements or representations made by one party to the other or to a third party in connection with this Agreement (whether made innocently or negligently) and not contained in this Agreement shall not have any contractual effect whatsoever. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 21.6 The Service Provider may vary the terms of this Agreement by providing 30 day's written notice to the Customer due to any change in Law or any change in the operations of the Service Provider's business reasonably requiring a variation of this Agreement. In the event that the Customer does not wish to continue with this Agreement following such variation, it may terminate the Agreement on 30 days' written notice to the Service Provider.
- 21.7 The Service Provider reserves the right for it or for a Carrier to refuse to accept, to detain, to destroy or to open and inspect any Item according to section 107 of the Postal Services Act 2000 or otherwise to ensure compliance with the terms of this Agreement.
- 21.8 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified or deleted to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity or enforceability of the rest of this Agreement.

## 22 CONFIDENTIALITY

- 22.1 Except as provided in clauses 22.2 and 22.3 the Service Provider and the Customer undertake to the other to keep confidential the terms of this Agreement, all information (written or oral) concerning the business, the customers or financial information of the other that it has received as a consequence of the discussions leading up to this Agreement or which it subsequently receives as a consequence of the performance of this Agreement, including the Charges under this Agreement (**Confidential Information**). For the avoidance of doubt, the Service Provider shall be entitled to reference its relationship with the Customer in promotional material (including on the Service Provider's website) and any such reference shall not be deemed to be a breach of this clause 22.
- 22.2 The Service Provider and the Customer may each disclose Confidential Information to their respective legal, financial and other business advisors (in each case in so far as such advisors need to know such Confidential Information) or as may be required by Law or by any regulatory authority.
- 22.3 Clause 22.1 shall not apply to Confidential Information which the receiving party can demonstrate was; (i) already in its possession prior to its receipt from the disclosing party; (ii) was subsequently disclosed to it lawfully by a third party who did not obtain such Confidential Information (directly or indirectly) from the disclosing party; or (iii) was in the public domain at the time of receipt by the receiving party or has subsequently entered the public domain other than as a result of a breach of clause 22.1 by the receiving party.
- 22.4 The obligations of the parties under this clause 22 survive termination of this Agreement however caused.

- 22.5 The Service Provider will undertake a credit search with a credit reference agency in relation to each application for Agreement by a Customer or potential Customer. Any information received by the Service Provider as a result of such credit search may be shared with other companies in Service Provider's Group. The Customer hereby consents to such credit search and sharing of information received by the Service Provider.

## 23 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and shall be governed by and construed in accordance with the laws of England.

## 24 PRINTING AND PRODUCTION OF MATERIALS

- 24.1 In the event that the Customer selects printing and / or production Services (**Printing Work**) in the Order, this clause 24 shall apply.
- 24.2 All Printing Work carried out at the Customer's request shall incur Charges in accordance with the Rate Card.
- 24.3 The Service Provider reserves the right to raise Charges for any additional Printing Work required due to material supplied by the Customer not being, in the Company's reasonable opinion, clear and legible.
- 24.4 Proofs of all Printing Work may be submitted for the Customer's approval and the Service Provider shall incur no liability for any errors not corrected by the Customer in proofs so submitted. Any alterations and additional proofs required as a result of this process shall incur extra Charges. If the Customer allows the Service Provider to select style, type or layout, any changes subsequently requested by the Customer shall incur further Charges as set out in the Rate Card.
- 24.5 In the event that the Customer requests Printing Work to be suspended, or Printing Work is suspended or delayed due to a Customer Default, Charges for Printing Work already carried out, materials specially ordered and other additional costs (including storage) shall apply.
- 24.6 The Service Provider shall be entitled to make a reasonable charge for the storage of any Customer Materials left with the Service Provider or its sub-contractor.
- 24.7 The Service Provider reserves the right to request in writing that the Customer Materials used in relation to Printing Works be removed on the expiration of 14 days' notice from the Service Provider's or its sub-contractor's premises subject to all related storage charges having been paid. The Service Provider retains the right to dispose of any Customer Materials not removed at the Customer's cost.
- 24.8 The Service Provider or its sub-contractor may reject any paper, plates or other materials supplied or specified by the Customer, which (at the sole discretion of the Contractor) are deemed to be unsuitable. Additional costs incurred by the Service Provider if materials are found to be unsuitable during Printing Works shall be reimbursed in full by the Customer.

- 24.9 Where materials are so supplied or specified by the Customer, the Service Provider will take reasonable care in the provision of the Printing Works, but shall have no responsibility, and will not be liable, for any imperfections in the Printing Work caused by defects in or unsuitability (to be determined by the Service Provider, at its discretion) of materials so supplied or specified by the Customer.
- 24.10 If the Customer provides Customer Materials to be used in the Printing Works, it shall ensure that sufficient quantities are supplied to ensure that spoilage of materials, at levels consistent with works of the nature of the Printing Works, is absorbed without reducing the amount of items and / or units which are to be produced for the applicable Printing Work.
- 24.11 The Service Provider shall not be required to print any items or units which, in its reasonable opinion, is or may be: of an illegal, obscene, offensive or libellous nature; an infringement of the proprietary or other rights of any third party; or otherwise in breach of any Law.
- 24.12 The Customer shall indemnify the Service Provider and its Representatives and keep them indemnified against any Losses suffered or incurred by the Service Provider or its Representatives as a result of any breach by the Customer of any provision in this clause 24.

## SCHEDULE 1

The following definitions shall apply in this Schedule 1:

**Controller** or **Data Controller** shall have the meaning set out in the Data Protection Legislation.

**Data Protection Law** means:

- a) the Data Protection Act 2018; and
- b) the GDPR and any UK statute which implements any provisions of the same.

**Data Protection Legislation** means all applicable data protection and privacy legislation, regulations, guidance and codes of practice, including:

- c) the Data Protection Law and the Privacy and Electronic Communications (EC Directive) Regulations;
- d) any secondary legislation pursuant to the Data Protection Law;
- e) any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK in respect of any of the foregoing; and
- f) any guidance or codes of practice issued by Working Party 29, the European Data Protection Board or the Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

**Data Subject** shall have the meaning set out in the Data Protection Law.

**GDPR** means Regulation (EU) 2016/679 (or the "General Data Protection Regulation").

**Personal Data** shall have the meaning set out in the Data Protection Law.

**Processing** shall have the meaning set out in the Data Protection Law (and **Process** and **Processed** shall be construed accordingly).

**Processor** or **Data Processor** shall have the meaning set out in the Data Protection Law.

- 1 Each party shall comply with all applicable requirements of the Data Protection Legislation. This Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 2 Neither party shall through its acts or omissions place the other party in breach of any Data Protection Legislation.
- 3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Service Provider is the Data Processor. The Appendix to this Schedule 1 sets out the scope, nature and purpose of Processing by the Service Provider, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- 4 Without prejudice to the generality of paragraph 1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to and Processing by the Service Provider for the duration and purposes of this Agreement. The Customer hereby indemnifies the Service Provider and its Representatives for any breach of this paragraph 4.1.
- 5 Without prejudice to the generality of paragraph 1, the Service Provider shall, in relation to any Personal Data Processed in connection with the performance of its obligations under this Agreement:



- 5.1 Process that Personal Data only on the written instructions of the Customer unless the Service Provider is required to Process such Personal Data otherwise by the laws of any member of the European Union or by the laws of the European Union applicable to the Service Provider (**Applicable Laws**). Where the Service Provider is relying on Applicable Laws as the basis for Processing Personal Data, the Service Provider shall promptly notify the Customer of this before performing the Processing required by the Applicable Laws unless those Applicable Laws prohibit the Service Provider from so notifying the Customer;
- 5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 5.3 ensure that all personnel (including employees) who have access to and/or Process Personal Data are legally obliged to keep the Personal Data confidential;
- 5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
  - (i) the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Service Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Personal Data;
- 5.5 assist the Customer, at the Customer'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; and otherwise to comply with Customer's obligations under the Data Protection Legislation to respond to requests from Data Subjects or exercise of the rights of Data Subjects or information mandated to be provided to Data Subjects;
- 5.6 notify the Customer without undue delay and in any event within 48 hours of the point at which the Service Provider becomes aware of any Personal Data breach or other security incident affecting or relating to Personal Data;
- 5.7 at the written direction of the Customer, delete or return Personal Data and all copies thereof to the Customer on termination of this Agreement or at any other time unless required by Applicable Law to store the Personal Data; and
- 5.8 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 5 and relevant provisions of the Data Protection Legislation and allow for and cooperate with reasonable audits including inspections by the Customer or its designated auditor.

- 6 The Customer consents to the Service Provider appointing delivery agents as a third-party processor of Personal Data under this Agreement. The Service Provider confirms that it has entered into or (as the case may be) will enter into a written agreement with such third-party processors, which agreement shall contain provisions which comply with the Data Protection Legislation and which, in any event, are no less onerous than those imposed under this Schedule 1. As between the Customer and the Service Provider, the Service Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 6.

## APPENDIX

### PROCESSING, PERSONAL DATA AND DATA SUBJECTS

#### 1 DESCRIPTION OF THE PROCESSING TO BE UNDERTAKEN BY THE SERVICE PROVIDER

- 1.1 **SCOPE:** Processing of personal and address details in order to perform delivery services.
- 1.2 **NATURE:** Receipt and storage of address details, application to envelopes/other items to be delivered, sharing with third party delivery providers, retention until no longer required and secure deletion or return to customer.
- 1.3 **PURPOSE OF PROCESSING:** For the purpose of providing the Services pursuant to this Agreement.
- 1.4 **DURATION OF THE PROCESSING:** For the duration of this Agreement.

#### 2 TYPES OF PERSONAL DATA TO BE PROCESSED BY THE SERVICE PROVIDER

- (a) names and contact details of the Recipients; and
- (b) details relating to goods and services provided to Recipients.

#### 3 TYPES OF SPECIAL CATEGORIES OF PERSONAL DATA (OR SENSITIVE PERSONAL DATA) TO BE PROCESSED BY THE SERVICE PROVIDER

Sensitive Personal Data will not be provided to the Service Provider pursuant to this Agreement.

#### 4 CATEGORIES OF DATA SUBJECT

- (a) Recipients; and
- (b) employees of Customers.