



## **ALL SORTS UK LIMITED - TERMS AND CONDITIONS**

### **1 INTRODUCTION**

1.1 All Sorts UK Limited (CRN 3534972) registered at Towngate House, 2-8 Parkstone Road, Poole, Dorset BH15 2PW ("the Company") provides its goods and services and any part of them ("the Services") for you ("the Client") subject to these terms and conditions only. These terms and conditions supersede any of the Company's previous terms and conditions, or warranties, representations or undertakings made to the Client. Any changes or amendments to the Contract will have effect only when agreed or confirmed in writing by the Company.

1.2 The Company may at any time make any change to these terms and conditions required to comply with any applicable or statutory requirements or which do not materially affect the nature or quality of the Services provided that the Company gives notice to the Client of such changes.

### **2 DEFINITIONS**

'Carrier' means the Royal Mail or other carrier nominated by the Company or a carrier otherwise nominated by the Client and agreed in writing by the Company.

'Contract' means the contract between the Company and the Client for the provision of the Services.

'Delivery' means delivery by the Company to the Carrier.

'Materials' means marketing, advertising, promotional, fulfilment and other related materials.

'Price' means the price charged by the Company to the Client for the provision of direct mail, print finishing and related services set out in or determined in accordance with the Contract.

### **3 ESTIMATES, QUOTATIONS AND PRELIMINARY WORK**

3.1 A quotation given by the Company is an offer to supply Services to the Client and acceptance, by email or otherwise, of the offer shall be binding on the Company only when accepted in writing by the Client. Any such contract shall be made only on these terms and conditions.

3.2 A quotation provided by the Company for the provision of Services is subject to sight by the Company of Materials being suitable for the provision of the Services for which the quotation was provided. If the Materials received by the Company after entering into the Contract are unsuitable or unexpected the Company reserves the right in its absolute discretion to amend the terms and conditions relating to the Contract including but not limited to amending the Price and any dates relating to Delivery or to terminate the Contract.

3.3 Quotations given to the Client for the provision of Services are valid for thirty days and are exclusive of any VAT for which the Client shall be additionally liable at the applicable rate.

3.4 The price set out in the quotation is based on a uniform run of the Materials of the quantity requested. Any variation in the quantity will give rise to a variation in the Price in accordance with rates set out in the quotation or otherwise available from the Company.



3.5 Further details about the Company's Services and advice or recommendations about its provision or utilisation may be made available on written request.

3.6 All Preliminary Work carried out by the Company at the Client's request, whether experimentally or otherwise, shall be charged to the Client.

#### **4 PROVISION OF MATERIALS**

4.1 The Client shall at its own expense provide the Company with adequate quantities of Materials to allow for normal loss and spoilage generally accepted for the provision of the Services.

4.2 The Client shall be responsible for ensuring that the Materials supplied by it or on its behalf to the Company conform to specifications in the quotation and Royal Mail's, or any other carrier's as appropriate, requirements, and that they are accompanied by a delivery note stating the quantity and description of the Materials supplied, and that they are delivered on pallets, boxed, packed and supplied in such a way as to withstand normal storage and handling.

4.3 The cost of collection and delivery of the Client's goods or materials is not included within the quotation and where this is carried out by the Company for the Client it will be charged for as an extra cost.

4.4.1 If the Company has agreed to print any text the Client shall supply such text in a media agreed by the parties. The Client shall ensure and be responsible for the accuracy of such text.

4.4.2 The Company shall have the right but not the obligation to correct any typographical or other errors or omissions in any Materials printed by the Company without any liability to the Client.

4.4.3 Any additional work required of the Company by reason of the Customer supplying inadequate copy, incomplete or incorrect instructions or late delivery of the same shall be charged.

4.5 The Company shall count the number of pallets containing Materials supplied by or on behalf of the Client against any delivery note and shall immediately report any discrepancy to the Client. The Company shall not be responsible for any loss arising from any errors or omissions in the goods or Materials supplied.

The Company shall not, however, be required to check the Materials or the contents of any pallets supplied by or on behalf of the Client.

4.6 The Company reserves the right in its absolute discretion to reject any Materials including artwork provided or specified by the Client which appear in the opinion of the Company to be unsuitable for the provision of direct mail, print finishing and related services.

#### **5 PROOFS**

5.1 A proof of any text to be printed by the Company shall be sent to the Client and the Client shall amend if appropriate sign date and return to the Company to confirm approval of the proof. The Client understands and agrees that any unreasonable delay in the return of any proofs may result in a delay in delivery.

5.2 If further amendments and proofs are required due to errors made by the Client or a third party or the Client requires further amendments including but not limited to alterations in style type of



printing ink or method of packaging the Client will be liable for the costs incurred and the Price shall be amended accordingly.

5.3 Any additional work required of the Company by reason of the Client supplying inadequate copy, incomplete or incorrect instructions, or late delivery of the same shall be charged.

5.4 The Client understands and agrees that the Company will not be responsible for any error in a proof which has not been corrected by the Client or approved by the Client and such error shall not entitle the Client to reject all or any of the Materials or to terminate the Contract. Where the Client has waived any requirement to examine proofs the Company shall be indemnified by the Client in respect of any and all errors in the finished work.

## **6 PRICE AND PAYMENT**

6.1 The Client shall pay the Price for the Services and shall pay the Price of any additional Services performed by the Company which result from amendments to any Materials or their deviation from a format specified by the Company or the Client's instructions or lack of instructions or any other cause attributable to the Client within 30 days of the invoice date of the Company's invoice save as otherwise agreed in writing. The time mentioned for payments due to the Company for the provision of Services is of the essence of this Contract.

6.2 The Client acknowledges and agrees that it has no right to set off abate deduct or otherwise withhold payment of any sums due to the Company by reason of its dissatisfaction with the Company's performance of its obligations under this Contract and further acknowledges and agrees that it has and will pursue other remedies available to it.

6.3 The Client undertakes to pay in advance immediately upon receipt of a demand the full postage and carriage costs of the Carrier including any applicable VAT. Any failure to do so will result in suspension of the provision of Services until such costs are received by the Company.

6.4 Where the cost of postage is less than the amount paid by Direct Bank transfer the Company shall either refund any sums remaining to the Client or shall provide a credit for the Client for any mailing it puts through the Company within 6 months.

6.5 If at any time VAT is payable on postage or other Carrier costs the Client shall pay such VAT immediately on receipt of a demand for payment by or on behalf of the Company.

6.6 If payment of any sum due to the Company is not made on the due date charges will apply in accordance with s5A and/or s6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent amendment. In addition, all invoices will become due and payable immediately and will be treated as overdue items with appropriate charges applied as noted above and all costs reasonably incurred in collecting the debt payable by the Client.

## **7 MATERIALS AND STORAGE**

7.1 As soon as practicable after entering into the Contract the parties shall agree a date or dates for the delivery of the Materials by or on behalf of the Client to the Company. If no date or dates can be agreed the Company shall inform the Client of a delivery date or dates to enable the Company to perform its obligations set out in the Contract and the Client shall procure delivery on such date or dates.



7.2 Materials delivered to the Company's premises prior to the delivery date or dates set out in Clause 7.1 above will be stored free of charge for a period up to 7 days and thereafter the Client shall pay the Company's storage charges.

7.3 The Company, at the Client's expense shall return to the Client or dispose of any Materials remaining on the Company's premises following completion of Delivery.

7.4 Where postponement of Delivery is agreed by the parties the Client shall pay any costs and expenses (including but not limited to the Company's storage charges) incurred by the Company occasioned thereby but the Materials shall be held at the Client's risk as from the date of postponement.

## **8 DELIVERY AND COMPLETION**

8.1 The Company will use its reasonable endeavours to deliver the Materials to the Carrier on or before the date or dates estimated in the Contract but unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding on the Company. The parties understand and agree that the date of Delivery shall not be of the essence of the Contract unless otherwise expressly agreed in writing between the parties.

8.2 Any unforeseen overtime costs incurred by the Company in seeking to achieve the delivery dates stated in the Contract shall be paid by the Client.

8.3 Where Delivery is to be by instalments made each day Delivery shall be deemed to constitute a separate enforceable Contract and the Company shall be entitled to issue and be paid on a separate invoice for each such Delivery. Failure to make any one or more deliveries shall not affect the enforceability of the order as to the remaining delivery.

## **9 WARRANTIES**

9.1 The Company warrants to the Client that Services will be provided using reasonable care and skill. Where the Company supplies any Materials in connection with the provision of such services the Company does not give any warranty guarantee or other term as to their quality fitness for purpose or otherwise but shall where possible assign to the Client the benefit of any warranty guarantee or indemnity given by the person providing the Materials to the Company.

## **10 LIMITATION OF LIABILITY**

10.1 The Company shall have no liability to the Client for any loss, damage costs, expenses or other claims for compensation arising from any Materials which are incomplete or damaged on delivery to the Company or for instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible or ambiguous or arising from the late delivery or non-arrival of Materials or any other fault of the Client or third party in relation to the provision of the Services.

10.2 Except in respect of death or personal injury caused by the Company's negligence or as expressly provided in these terms and conditions the Company shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any loss of profit or any indirect special or consequential loss damage costs expenses or other claims (whether caused by the



negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the provision of Services or their use by the Client and the entire liability of the Company under or in connection with the Contract shall not exceed the total Services invoice value (excluding postage charges) against that work or the sum of £5,000 whichever shall be the lesser.

10.3 If not withstanding that the Company has used its reasonable endeavours the Company fails to despatch or deliver the Materials to the Carrier or to deliver Materials by such date or dates set out in the Contract such failure shall not constitute a breach of the Contract (unless expressly otherwise agreed in writing) and the Client shall not be entitled to rescind or repudiate the Contract or to claim compensation for such failure or for any consequential loss or damage resulting there from.

10.4 Where the Company engages the services of an independent courier to perform the Services on behalf of the Client or by concession allows the Client to use the Company's OBA (Online Business Account) with the Royal Mail then the Client will thereafter be bound by the terms and conditions of the courier or those of the Royal Mail where appropriate. For the avoidance of doubt the Company accepts no liability once collection has been made by the courier or the Royal Mail.

10.5 The Company shall not be liable for indirect loss, consequential loss or third party claims occasioned by delay in completing the Services or for any loss to the Client arising from delay in transit, whether as a result of the Company's negligence or otherwise.

10.6 In any event the Company shall have no liability to the Client unless any valid claim is brought to the Company's attention in writing within 7 days of delivery of the Materials or finished work to the Client or completion of the Contract.

## **11 INSURANCE AND RISK**

11.1 The Client shall insure the Materials whilst on the premises of the Company unless expressly otherwise agreed in writing. The Client shall insure the Materials for all risks including but not limited to insurance for fire and theft and accidental loss or damage and risks in transit and the Company shall have no liability for any such loss or damage however caused. All Materials are delivered to and stored by the Company at the sole risk of the Client.

## **12 FORCE MAJEURE**

12.1 If the Company shall be prevented or hindered from providing direct mail, print finishing and related services or any part thereof in accordance with the Contract by any circumstances beyond its reasonable control (including without prejudice to the generality of the foregoing fire, flood, civil strife legislation, delays in transit shortages of or breakdown of plant, delay by suppliers, trade disputes and all other causes whether or not of a like nature beyond the reasonable control of the Company) further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered (provided that if the performance of the Contract shall be suspended for more than 28 days the Client and the Company shall be entitled by notice in writing to the other forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Client shall pay at the Contract rate for all Materials supplied or all work done and Materials used by the Company to the actual date of such termination).



12.2 The Company shall not have any liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of the Company's inability to perform its obligations under the Contract in the circumstances set out in clause 12.1 The Company will be entitled to make a reasonable charge for any expenses it incurs following and resulting from such suspension.

### **13 ILLEGALITY AND IMMORALITY**

13.1 The Company shall not be required to distribute or handle any Materials which in its reasonable opinion may be illegal, indecent or libellous or might infringe any third party rights or cause the Company to incur any criminal or tortious liability and the Client shall indemnify the Company in respect of any claims, costs and expenses whatsoever arising out of such matters.

13.2 The Client warrants the Material will not infringe the copyright or other rights of any third party and the Client shall indemnify the Company against any losses damages costs expenses or other claims arising from any such infringement.

13.3 The Company shall be under no obligation to examine Materials supplied by the Client as to quality or quantity or as to the accuracy legality or suitability of any printed matter or logo thereon.

### **14 CONFIDENTIALITY**

14.1 The Company undertakes to keep safe and confidential all confidential information supplied by the Client.

### **15 GENERAL LIEN AND RETENTION OF TITLE**

15.1 Without Prejudice to other remedies the Company Shall in respect of all unpaid debts due from Client have a general lien on all Materials in its possession (whether worked upon or not) and shall be entitled on the expiration of 14 days written notice to dispose of such Materials as it thinks fit and apply any proceeds towards such debt.

15.2 The Materials and any items held by the Company on behalf of the Client shall remain the Company's property until the Client has paid for all such items in full and discharged all other debts owed to the Company.

### **16 TERMINATION**

16.1 Save in relation to monthly or regular jobs, which shall be identified as such by the Company and shall be terminable by the Client on not less than 3 months' written notice, either party may at any time terminate the Contract by giving written notice to the other if the other commits any breach of these terms and conditions and (if capable of remedy) fails to remedy the breach within 7 days after being required by written notice to do so or if the other goes into liquidation or a receiver is appointed or (in the case of an individual or firm) becomes bankrupt makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

### **17 QUALITY IN MAIL PRODUCTION ROYAL MAIL**

17.1 The Company is recognised by Royal Mail and therefore has an obligation to uphold at all times in letter and spirit the British Code of Advertising Practice. The Client agrees to comply with the established codes of conduct for the advertising industry including in particular the British Code of Advertising.



## **18 INTELLECTUAL PROPERTY**

All intellectual property rights in any work created by or for the Company in relation to this Contract shall vest in the Company save as otherwise agreed with the Client in writing.

## **19 SUBCONTRACTING**

19.1 The Company may sub-contract part or all of the provision of Services under the Contract without however affecting its liability to the Client.

## **20 GENERAL**

20.1 These terms and conditions constitute the entire Contract between the parties and supersede any previous Contract or understanding or practice and may be varied only as set out herein. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

20.2 Any notice invoice or other document which may be given by either party under this Contract shall be deemed to have been duly given if delivered by hand to or sent by first class pre-paid registered post or facsimile or where the parties expressly agree in writing by electronic mail to the Company at its registered office or to the Client at the address set out in the Contract.

20.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of such rights and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

20.4 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

20.5 English law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

## **21 DATA**

21.1 It is the responsibility of the Client to ensure that data supplied is accurate and correct for its intended purpose.

21.2 Any data used for Client account postings must be appropriately cleansed using data cleansing products as approved by the Company.

21.3 The Client shall ensure that any computer data supplied to the Company is clean, unadulterated, capable of being read and processed and does not contain any computer viruses. In the event of the computer data supplied by or on behalf of the Client being corrupt the Company shall either require the Client to supply clean unadulterated data which does not contain any computer viruses or shall at the Company's discretion decontaminate the data itself at the Client's expense. The Client shall ensure that all data supplied to the Company is completely unambiguous with regard to its format. A specification of the formats of the data supplied and instructions for interpretation must be provided by the Client in writing.



21.4 The Client shall comply with the applicable provisions of the Data Protection Act 2018 (“DPA”) and in particular shall issue to the Company written instructions contained in an appropriate Data Processing Agreement.

**January 2021**