

Global Mailing Solutions Ltd (“GMS”)
STANDARD TERMS AND CONDITIONS

1. Charges

1.1 The Customer shall pay GMS the charges listed herewith which will, unless otherwise specifically agreed in writing, be invoiced weekly and payable in full within 30 days of the date of invoice with the exception of postage or other dispatch costs required to be paid in order to fulfil the services which shall be paid by the Customer direct to the Royal Mail or other dispatch suppliers using the Customers own account OR in the event that this is not acceptable to the Royal Mail or other despatch supplier then to GMS prior to the commencement of any such necessary mailing or other type of despatch.

1.2 All charges specified are subject to increase in accordance with GMS standard price list prepared by them from time to time upon GMS giving to the Customer not less than 30 days prior written notice of any such increase. GMS reserves the right (but without prejudice to the rights of early termination hereinafter provided) to charge the Customer on any late payment in respect of the charges as aforesaid at the rate of 2% per month or part of a month from the date when such charges become due until fully paid.

1.3 In the event of the Customer requiring GMS to carry out any services other than those listed or requiring modification of such services such additional or exceptional work shall be charged by GMS to the Customer in addition to the charges attached at GMS’ applicable standard rates in accordance with its price list at the time such additional charges to be payable forthwith upon the issues of an invoice.

2. Insurance/Risk

Collection and delivery and storage of any property of the Customer by or to GMS shall at all times remain at the Customer’s risk unless it has specifically agreed in writing to the contrary setting out the amount of insurance cover required to be taken out by GMS and subject always to GMS’ insurers accepting the risk and GMS being paid in advance for the cost thereof.

3. General Lien

Without prejudice to other remedies GMS shall in respect of all unpaid charges due from the customer have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as it thinks fit and to apply any proceeds towards such outstanding charges.

4. Materials supplied by the customer

All materials including data and/or information furnished by the Customer to GMS shall be in a form acceptable to GMS. Additional costs incurred by GMS where the material/date/information is not in a form acceptable to GMS may be charged to the Customer. Where materials/data/information is supplied in a form outside of a specifically agreed between GMS and the Customer is in any way substandard, GMS will take every care to secure the best results but responsibility will not be accepted for imperfect work which thereby arises.

5. Delivery Date

Unless otherwise specifically agreed in writing by GMS and the Customer any delivery dates specified is an estimate only and GMS shall not be liable for any loss resulting from any delay however it is caused and is hereby expressly agreed that time shall not be of the essence in this regard.

6. Term & Termination

GMS shall be entitled to terminate the provision of services forthwith in the event of the Customer being in arrears for a period of 30 days after any payment to be made hereunder or under any other agreement between GMS and the Customer becomes due or if the Customer shall suffer any distress or seizure to be levelled on its goods or if the Customer shall commit or allow to be committed a breach of these terms and conditions and shall fail to remedy such breach within 14 days of written notice by GMS requiring such breach to be remedied or if the Customer, being an individual, shall become bankrupt or make any composition or arrangement with his creditors or being a company enter into liquidation or winding up other than for reconstruction or amalgamation provided that no time or indulgence granted by GMS shall effect its right hereunder and that any such termination shall be without prejudice to either party’s rights in respect of any matter arising prior thereto.

This Agreement shall remain in force for an initial period of one year and shall continue thereafter unless terminated by either party giving six months written notice.

7. Assignment

The customer shall not be entitled to assign its right in respect of the provision of the services listed without GMS’ prior written consent.

8. Warranties & Liabilities-The Customers attention is in particular drawn to the provisions of this condition

8.1 Subject to the sub-clauses set out below, GMS warrants that it will use all reasonable endeavours to provide the services overleaf in an efficient manner.

8.2 The above warranty given by GMS is subject to the following condition.

8.2.1 GMS shall be under no liability under the above warranty if the total price of the services has not been paid by the due date for payment.

8.2.2 GMS shall be under no liability in the event that it is prevented from providing the services due to force majeure as hereinafter defined on clause 11.2

8.3 Subject as expressly provided in this clause 8 all warranties, conditions or other implied by statute or common law are excluded to the fullest extent permitted by law

8.4 Except in respect of death or personal injury caused by GMS negligence, GMS shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term or any duty at common law for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of GMS, its employees or agent or otherwise) which arise out of or in connection with the supply of services except as expressly provided in this sub-clause 8.

8.5 Where the services are not provided by GMS in an efficient manner and as a result the Customer suffers damage, GMS shall be entitled to repeat the service free of charge or where it is not possible to put right the damage by repeating the services then GMS shall not be liable to the Customer but only for direct damage and up to a maximum of the average of 3 months charges payable by the Customer in respect of the services during the 12 months preceding the month in which the alleged damage arose but provided that if the services have not been in effect for 12 months preceding such date then over such fewer months during which they have been operative, noting that clause 8.5’s maximum limit is £1,000.00.

8.6 The Customer shall indemnify GMS against all claims made against GMS by any third party in respect of the provision of services except in so far as GMS is liable as aforesaid.

9. Compliance with the Law and relevant codes of practice

GMS shall not be required to provide any services unless materials/data/information supplied by the Customer fully comply with all laws and regulations supplied by the Customer fully comply with all laws and regulations in force from time to time and in particular the Customer shall ensure that where necessary it has fully complied with the Data Protection Act 1984 the Copyright Design and Patent Act 1988 the British Code of Advertising Practice the British Code of Sales Promotion Practice and any other code of practice which GMS may stipulate as being applicable to the

Customer from time to time and the Customer shall indemnify GMS against any liability that may arise as a result of the Customer failing to comply as aforesaid.

10. Copyright & Title

Title to all proprietary and intellectual property rights and copyright in all software programmes and ancillary written material produced by GMS and used for the benefit of the Customer shall, at all times, remain the sole and absolute property of GMS.

11. General

11.1 All charges hereunder are exclusive of Value Added Tax which shall be charged at the rate ruling at the tax point.

11.2 GMS shall not be responsible for non-performance in whole or in part of its obligations hereunder nor under any liability to the Customer in respect thereof if such non-performance is due to any cause beyond the control of GMS including (without limitation) act of God, war, insurrection, riot, civil commotion, government regulations, strikes, labour disputes and flood, explosion, fire, tempest or nuclear risk.

11.3 No waiver alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by duly authorised representatives of both parties.

11.4 GMS will not be held responsible for shortage of goods even when signed for.

11.5 All notices required or authorised to be given hereunder shall be given in writing and sent by post direct to the party to whom it is addressed at its last known place of business and shall be deemed to have been served on the day following the date of posting.

11.6 These terms and conditions shall be construed and take effect in accordance with English law and the English courts shall have sole jurisdiction.

11.7 If any provision of these 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 conditions and the remainder of the provisions in question shall not be effected thereby.

11.8 Any dispute arising under or in connection with these conditions shall be referred to arbitration by a single arbitrator appointed by agreement or in default nominated on the application of either party by Advisory, Conciliation and Arbitration Service (ACAS).

11.9 The headings appearing in these terms and conditions are inserted only as a matter of convenience and in no way define limit construe or describe the scope or intent of the clauses hereunder.