

## Terms & Conditions for the supply of printing and postal services

### 1. Definitions

- a. **'The Company'** means Beta Distribution (South) Ltd T/A Lbox Communications whose principle place of business is at Richmond Bridge House, 419 Richmond Road, Richmond, TW1 2EX.
- b. **'The Customer'** means the company or organisation to which the Order is addressed.
- c. **'Data Protection Legislation'** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
- d. **'Intellectual Property Rights'** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- e. **'Order'** means the Customer's written acceptance of Company's quotation.
- f. **'Services'** means the services to be provided by the Company as set out in the Order.

### 2. Contract

- a. These conditions shall form the basis of the contract between the Company and the Customer and the contract shall come into existence between the parties when the Order is accepted by the Customer.
- b. These conditions shall apply to the contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- c. Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 20 business days from its date of issue.
- d. Services will be provided at the request of any representative of the Customer.

### 3. The Company's Responsibilities

- a. The Company will use its reasonable endeavours to provide the Services in accordance with the Order.
- b. The Company will provide proof of completion as are standard for the provision of Services.
- c. The Company reserves the right to amend the Order if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- d. The Company warrants to the Customer that the Services will be provided using reasonable care and skill.

### 4. The Customer's Obligations

- a. The Customer will ensure that the terms of the Order and any information it provides are complete and accurate.
- b. The Customer will co-operate with the Supplier in all matters relating to the Services.
- c. The Customer will provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

### 5. Delays

- a. If the Company's performance of any of its obligations under the contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
  - i. without limiting or affecting any other right or remedy available to it, the Company 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 Company's performance of any of its obligations;
  - ii. the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 5; and
  - iii. the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- b. The Company shall not be responsible for delays caused by sub-contractors, specifically postal carriers.



## 6. Price & Payment

- a. The price for the Services shall be as set out in the Order. All prices are subject to VAT.
- b. Unless otherwise agreed in writing, 100% of the invoice value including VAT is due before the provision of the Services.
- c. If the Customer fails to make a payment due to the Company under the contract by the due date, then, without limiting the Company's remedies under these conditions, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- d. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 7. Cancellations

- a. Cancellation of an Order will be subject to a cancellation fee of 100% of the value of the Order unless otherwise agreed between the parties in writing.

## 8. Complaints

- a. Complaints relating to non-performance of the Services or production quality must be made in writing by the Customer within 5 business days of the performance date of the Services as set out in the Order, complaints received after this time will not be considered.
- b. Where notification of a complaint is received within 5 business days the Company will undertake to investigate the matter and resolve the complaint to both parties' satisfaction within 7 business days.
- c. In the event that, after investigation, it is proven the complaint is unsubstantiated the Company has the right to claim the expenses involved in the investigation from the Customer.

## 9. Liability

- a. Nothing in the contract limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.
- b. The Company's total liability to the Customer under these conditions, including in relation to a claim against the Company under clause 8, the Company's liability will not exceed the price for the Services (excluding postage) as set out in the relevant Order.
- c. The parties agree the Company has no liability under these conditions for:
  - i. loss of profits.
  - ii. loss of sales or business.
  - iii. loss of agreements or contracts.
  - iv. loss of anticipated savings.
  - v. loss of damage to goodwill.
  - vi. indirect or consequential loss.
  - vii. loss of anticipated future profits.
  - viii. any increased costs or expenses or print or design costs relating to the Services.
- d. This clause 9 shall survive termination of the contract.

## 10. Intellectual Property Rights

- a. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- b. The Company grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the material provided by the Company to the Customer during the provision of the Services (excluding materials provided by the Customer) for the purpose of receiving and using the Services in its business.
- c. The Customer shall not sub-license, assign or otherwise transfer the rights granted in this clause 10.
- d. The Customer grants the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the contract for the purpose of providing the Services to the Customer.

## 11. Data Protection

- a. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of the Data Protection Legislation.

## 12. Termination

- a. Without effecting any other right or remedy available to it, the Company may terminate the contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.



### 13. Consequences of Termination

- a. On termination of the contract the Customer shall immediately pay to the Company all of the Customer's outstanding unpaid invoices and interest.
- b. On termination of the contract the Customer shall return all materials and other property of the Company which have not been fully paid for. If the Customer fails to do so, then the Supplier 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 contract.
- c. Termination or expiry of the contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.
- d. Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the contract shall remain in full force and effect.

### 14. General

- a. **Force majeure.** Neither party shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- b. **Assignment and other dealings.** The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the contract without the prior written consent of the Company.
- c. **Confidentiality.** Each party undertakes that it shall not any time during the contract, and for a period of two years after termination or expiry of the contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 14c. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the contract. Each party may disclose the other party's confidential information:
  - i. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14c; and
  - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- d. **Entire Agreement.** The contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the contract.
- e. **Variation.** Except as set out in these conditions, no variation of the contract shall be effective unless it is in writing and signed by the parties. Only a director of the Company has the power to vary these conditions.
- f. **Waiver.** A waiver of any right or remedy under the contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- g. **Notices.** Any notice provided for under the contract shall be in writing and shall be deemed to be duly given if delivered by hand or sent by first class post to the party named therein at the address of such party shown in the Order or such other address as the party may by notice nominate for the purpose of services and if sent by post shall be deemed to have been received two business days after the same shall have been posted.
- h. **Third Party Rights.** Unless it expressly states otherwise, the contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- i. **Governing law.** The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- j. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.