

Printed Service Specifications (2023)

When you agree to purchase mailing services from the Company, your Agreement will be subject to these Printed Service Specifications below (“Printed Service Specifications”) and the Company General Terms and Conditions, together “the Agreement”.

1. DEFINITIONS

The definitions and rules of interpretation in this Services Specification shall be as set out in the General Terms and Conditions, unless otherwise stated below:

1.1 “**Change Order**” shall mean a document setting out the proposed changes and the effect that those changes will have on:

- a) the Mailing Services;
- b) the costs;
- c) the timetable for the Mailing Services; and
- d) any of the other terms of the relevant Mailing Services Quotation.

1.2 “**Client Materials**” shall mean all documents, information, items and materials in any form, whether owned by the Client or a third party, which are provided by the Client to the Company in connection with the Mailing Services; and

1.3 “**Deliverables**” means the deliverables as set out in the Order;

1.4 “**Mailing Services**” shall include but not be limited to provision of C5 non-window envelopes, inkjet contact name and address details, black and white strapline to envelope, Print of A4 colour (duplex) letter onto 100gsm paper, fold letter, match to envelope, insert letter to envelope and seal.

1.5 “**Mailing Services Quotation**” means a detailed plan, describing the services to be provided by the Company, the timetable for their performance and the related matters listed in the Mailing Services Quotation which must be agreed by both Parties.

2. SCOPE OF THESE PRINTING SERVICE SPECIFICATIONS

2.1 This Agreement will apply whereby the Client has purchased Mailing Services in accordance with the Agreement.

2.2 Each Mailing Services Quotation shall constitute an Order for the purposes of this Agreement.

2.3 Each Mailing Services Quotation shall be part of this Agreement and shall not form a separate contract to it.

3. CLIENT WARRANTIES

3.1 The Client shall:

- 3.1.1 co-operate with the Company in all matters relating to the Mailing Services;
- 3.1.2 appoint a manager in respect of the Mailing Services to be performed under each Mailing Services Quotation. That person shall have authority to contractually bind the Client on all matters relating to the relevant Mailing Services (including by signing Change Orders);

3.2 provide in a timely manner, to the Company, all documents, information, items and Client Materials in any form (whether owned by the Client or a third party) required under a Mailing Services Quotation or otherwise reasonably required by the Company in connection with the Mailing Services and ensure that they are accurate and complete;

- 3.3 obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable the Company to provide the Mailing Services, including in relation to the use of all Client Materials; and
- 3.4 comply with any additional responsibilities of the Client as set out in the relevant Mailing Services Quotation.
- 3.5 If the Company performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, the Company shall be permitted an extension of time to perform its obligations equal to the delay caused by the Client.

4. MAILING AND POSTAGE COSTS

- 4.1 Mailing costs will be based on Royal Mail's current pricing in proportion to the 'Letter' and 'Large Letter' tariff as at the date of the Order.
- 4.2 Postal costs are estimates only and are subject to change. The actual postal cost can only be confirmed once the final data, size of finished item, and weight of finished item have been confirmed. Rates outside of the postal bands set out in 4.1 shall be quoted by the Company of a case-by-case basis.
- 4.3 All postal costs are payable prior to dispatch by the Company.
- 4.6 Applicable postal costs are subject to change in line with any changes made by Royal Mail or such other applicable delivery provider.

5. CHANGE ORDERS

- 5.1 Either Party may propose changes to the scope or execution of the Mailing Services but no proposed changes shall come into effect until a relevant Change Order has been signed by both Parties.
- 5.2 If the Company wishes to make a change to the Mailing Services, it shall provide a draft Change Order to the Client.
- 5.3 If the Client wishes to make a change to the Mailing Services:
 - 5.3.1 it shall notify the Company and provide as much detail as the Company reasonably requires of the proposed changes, including the timing of the proposed change; and
 - 5.3.2 the Company shall, as soon as reasonably practicable after receiving the information at clause 5.3.1, provide a draft Change Order to the Client.
- 5.4 Where the Parties:
 - 5.4.1 agree to a Change Order, such Change Order shall amend the relevant Mailing Services Quotation; or
 - 5.4.2 are unable to agree a Change Order, either Party may require the disagreement to be dealt with in accordance with the dispute resolution procedure in clause 13 of the General Terms and Conditions.

6. INTELLECTUAL PROPERTY

- 6.1 In relation to any Deliverables the Company grants the Client a fully paid-up, worldwide, non-exclusive, royalty-free licence during the Term of this Agreement to copy and modify the Deliverables (excluding the Client Materials) for the purpose of receiving and using the Mailing Services and the Deliverables.

- 6.2 In relation to the Client Materials the Client grants to the Company a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Client Materials for the term of this Agreement for the purpose of providing the Mailing Services to the Client.
- 6.3 the Client shall have no claim under the indemnity at clause 7 of the General Terms and Conditions to the extent any infringement of any third-party intellectual property rights arise from:
- 6.3.1 the use of Client Materials in the development of, or the inclusion of the Client Materials in, the Mailing Services or any Deliverable;
 - 6.3.2 any modification of the Mailing Services or any Deliverable, other than by or on behalf of the Company; and
 - 6.3.3 compliance with the Client's specifications or instructions.