

## 1. Estimates

- a. An estimate is based on information provided to Bombouche Limited at the date of the estimate.
- b. Estimates are valid for a period of 30 days. Bombouche Limited may extend this period at its sole discretion.
- c. No contract will exist between Bombouche Limited and the Client where Bombouche Limited declines an order.
- d. Any estimate given or price list circulated by Bombouche Limited is an invitation to the Client to make an order only and is not binding until confirmed by Bombouche Limited.
- e. All estimates are based on approximate volumes and estimated costs current at the time the estimate is produced.
- f. Rates shown in the estimate are based on a uniform run of the quality and quantity requested by the Client. Any request for a variation in the quality or quantity of items provided will give rise to a variation in the rates of charge estimated.
- g. Any estimated timescales are based on the available capacity at the time of the order and are subject to change and do not form part of the contract between Bombouche Limited and the Client.

## 2. Estimated Price

- a. All prices estimated may be subject to amendment prior to completion.
- b. Prices are exclusive of VAT and any other tax duty tariff or charge arising in the United Kingdom or elsewhere.
- c. The company reserves the right to increase the price as a result of any of the following variations occurring before delivery of goods, or completion of services:
  - Any variation to the estimate or specification at the request or with the agreement of the Client.
  - Any alteration in costs of raw materials or overheads affecting the goods or service.
- d. Unless otherwise stated the price does not include collection and delivery of items to be handled under the contract and any additional services performed by Bombouche Limited at the request of the Client will be charged by Bombouche Limited.
- e. All postage costs are estimates and total postage costs will be confirmed on receipt of the final courier invoice. Any excess or reduction shall be either invoiced or credited to the Client.
- f. Bombouche Limited may offer 3 account options for its post Service. The invoicing and payment arrangements in respect of the 3 account options are as follows:
  - (a) Credit Account Clients – Bombouche Limited shall send Client invoices, whether by post, email or other means, showing the total charges or other sums due from the Client and the Client shall pay all such invoices by direct debit within 21 days of date of the invoice or by such means as otherwise agreed in writing.
  - (b) Ad Hoc Account Customers – The Client shall pay the Charges upon booking the post services online using a credit or debit card accepted by Bombouche Limited.
  - (c) Prepayment Account Clients – The Client shall establish a credit balance by making an advance payment sufficient for the Charges prior to using the post service by using a credit or debit card accepted by Bombouche Limited. The Client may from time to time make additional payments to the prepayment account so as to maintain a credit balance. Such credit balance may be used in part or full payment of the charges in respect of future post mailing items that it conveys to Bombouche Limited for processing under the post service. Bombouche Limited shall notify the Customer of its credit balance from time to time.

### **3. Order, Supply and Delivery**

- a. The Client is responsible for ensuring that the materials supplied by it or on its behalf:
  - Conform to specifications in the estimate and couriers' requirements.
  - Are supplied punctually.
  - Are accompanied by a delivery advice note stating the quantity and description of the materials supplied.
  - Are packed and supplied in such a way as to withstand normal storage and handling within a warehouse and packing environment.
  - Are sufficient to enable Bombouche Limited to deliver the contract quantity allowing for normal wastage and spoilage (normally 4%).
- b. All materials supplied by or on behalf of the Client are at the Client's risk whilst on Bombouche Limited's premises or whilst in transit to Bombouche Limited's premises and the Client is responsible for arranging adequate insurance cover for the Client's materials. Bombouche Limited are not responsible for loss or damage to the Client's materials including consequential loss arising from loss howsoever caused.
- c. Bombouche Limited will provide storage of materials associated with the order free of charge up to a limit of 2.4m<sup>3</sup>. If storage of more than 2.4m<sup>3</sup> is required Bombouche Limited will charge a storage fee. This includes storage of items prior to production/mailing.
- d. Bombouche Limited shall in respect of all unpaid invoices due from the Client exercise a lien on all Client materials and property in its possession. Client's materials that remain at the premises of Bombouche Limited after 7 days from the completion of any job, due to the Client's default, will be subject to storage charges. Bombouche Limited reserve the right to destroy or dispose of any items associated with the mailing left on Bombouche Limited premises for over 30 days from the mailing date, at the Client's cost.
- e. Where collection and or delivery is carried out by Bombouche Limited for the Client this will incur an extra charge.
- f. The company will use its best endeavours to comply with any date(s) for despatch or delivery of the goods, supplies or items handled as stated in the contract, but unless the Client expressly provides such date or dates agreed in advance in writing by Bombouche Limited then time of delivery cannot be assured by Bombouche Limited.
- g. No responsibility is accepted by Bombouche Limited for items, goods or materials once they have been accepted by the courier on dispatch to the Client.
- h. If Bombouche Limited has used its reasonable endeavours and fails to despatch or deliver the goods or to complete the work by such date or dates, such failure shall not constitute a breach of contract and the Client shall not be entitled to cancel or reject the contract or to claim compensation for such failure including any consequential loss. Liability of Bombouche Limited shall not exceed that proportion of the contract price which is attributable to the goods or materials affected. Any liability on Bombouche Limited and all liability whatsoever for consequential loss or damages are excluded.
- i. Any unforeseen overtime costs incurred by Bombouche Limited as a result of achieving the despatch or delivery dates stated in the contract shall be charged to the Client.
- j. Rescheduling of work at the Client's request is subject to Bombouche Limited's sole discretion.
- k. Bombouche Limited will record the number of boxes/pallets delivered against the delivery note and sign for the materials "unchecked". Bombouche Limited will not accept any responsibility whatsoever for any delivery shortfall. Bombouche Limited shall not be responsible for any loss arising from any errors or omission in the goods or materials supplied.
- l. To ensure sufficient materials to complete the job, the Client must supply materials to Bombouche Limited of at least 4% (with a minimum of 50 items) more than the total required for the job to allow for material used for set up and spoilage.

- m. When Bombouche Limited are asked to supply materials Bombouche Limited automatically produce at least 4% of "overs" and the costs of producing "overs" will be charged to the Client.
- n. In the case where insufficient materials are supplied by the Client to complete the order in one process a surcharge of the actual costs incurred by Bombouche Limited for stopping and restarting the process may be made and any pre-arranged mailing date will be void.
- o. Where despatch is to be made by instalments, each despatch shall be deemed to constitute a separate enforceable contract; Bombouche Limited are entitled to issue and be paid on a separate invoice for each despatch.
- p. Bombouche Limited does not guarantee that it will deliver the exact quantity of goods ordered by the Client and Bombouche Limited shall be deemed to have complied with its obligations under the contract by delivery of a quantity of goods constituting plus or minus 10% of the quantity ordered. The price paid by the Client shall reflect the actual quantity delivered and shall be amended by Bombouche Limited.
- q. Where postponement of despatch or delivery or completion is agreed by Bombouche Limited and the Client, the Client shall if required by Bombouche Limited pay all costs and expenses incurred by Bombouche Limited. The goods, items or materials shall be held at the Client's risk from the date of postponement. Goods, items or materials may be stored free of charge on the premises of Bombouche Limited for a period of 7 days during postponement. Thereafter, Bombouche Limited reserves the right to charge a fee for storage of goods, items and materials.
- r. Bombouche Limited reserves the right to reject any materials which in its opinion is or may be of an illegal, obscene or offensive nature. The Client indemnifies Bombouche Limited against all actions, claims and proceedings which arise due to requirements or specification involve or are alleged to involve defamation, obscenity, infringement of any copyright, propriety or other rights of any third party or any illegality of any kind whatsoever.
- s. Bombouche Limited will not be held responsible for any consequential loss or delay if due to postage not being prepaid.
- t. Where materials arrive after the due date or late, Bombouche Limited will use reasonable endeavours to achieve the best delivery date for the Client but if subsequent agreed mailings are delayed as a result of late delivery Bombouche Limited have no liability for any losses, including any consequential losses to the Client.

#### **4. Sub-Contractors**

- a. Bombouche Limited shall be entitled without prior consent of the Client to sub-contract the whole or any part of the contract or to employ any independent contractor to perform its obligations under the contract and in so doing none of the obligations accepted or the rights conferred on Bombouche Limited shall in anyway be negative or varied.
  - With the sole exception of instances where external sources are required for undertaking data processing, in these instances Bombouche Limited will only engage with sub-contractors where written consent has been given by the controller. Where such sub-contractors are used Bombouche Limited shall ensure that a written contract is in place.

#### **5. Force Majeure**

- a. Bombouche Limited is not under any liability if it is unable to carry out any of the provisions of the contract for any reason beyond its control including act of God; legislation; war; fire; flood; drought; failure of power supply; lock out; strikes.
- b. During the continuance of any Force Majeure event the Client may by written notice to Bombouche Limited terminate the contract and pay for work completed and materials used, accepting that mailing and delivery will occur once the Force Majeure event has ended.

- c. Bombouche Limited shall not have any liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of Bombouche Limited's inability to perform its obligations under the contract in any of the circumstances mentioned in clause 5.a. above.

## **6. Data and Artwork**

- a. Bombouche Limited represents warrants and undertakes to the Client that it shall process any personal data solely for the purposes of this contract and for no other purpose.
- b. Bombouche Limited use reasonable endeavours to ensure that its employees, agents and subcontractors are made aware of its obligations with regard to the protection, security and processing of data.
- c. Upon the completion or termination of the contract the Client shall provide instructions for the return or destruction of all data supplied as part of the contract.
- d. The Client must ensure that any computer data supplied to Bombouche Limited is fit for purpose and capable of being read and processed and does not contain computer viruses. In the event of the computer data being corrupt, Bombouche Limited will require the Client to supply clean data at the Client's expense.
- e. The Client must ensure that all data supplied to Bombouche Limited is unambiguous with regard to its format.
- f. Client data is accepted subject to the compatibility of the database, data is disposed of at the conclusion of the contract pursuant to the guidelines laid down in the Data Protection Act unless data storage arrangements have been agreed, such arrangements are chargeable.
- g. All stationery supplied to Bombouche Limited by the Client for laser personalisation should be of laser guaranteed quality. Bombouche Limited will not accept any responsibility for any stationery supplied by the Client that will not run through laser machines. If the Client is unsure of a materials suitability to run through laser machines, Bombouche Limited suggest that printed test stock (a minimum of 20 sheets) should be supplied at the Client's cost.
- h. Mailing lists may be ordered by Bombouche Limited on behalf of and as agent for the Client. Bombouche Limited shall not incur any liability in respect of the provision or contents of such lists and the Client is responsible for the suitability of a particular list for its purposes.
- i. Mailing lists are supplied for one off use on a rental basis and must not be copied or re-mailed without the express permission of the principals of the list. All lists supplied by Bombouche Limited are directly governed by the rules stipulated under The Data Protection Act and Mail Preference Service. The copyright will remain with Bombouche Limited or its supplier.
- j. Any alterations by the Client to artwork or supplied proofs previously agreed with the Client will incur an additional charge.
- k. The Client shall be charged for preliminary work completed by Bombouche Limited at the Client's request whether experimental or otherwise and any corrections made after the first proof and any other changes requested by the Client on or after the first proof.
- l. Return Address – All of our products by default will use our house return address.
- m. Bombouche Limited undertakes to assist the controller in providing subject access and allowing data subjects to exercise their rights under the GDPR.
- n. Bombouche Limited undertakes to assist the controller in meeting its GDPR obligations in relations to the security of processing, the notification of personal breaches and data protection impacts.
- o. Bombouche Limited undertakes to delete or return all personal date to the controller as requested at the end of the contract.
- p. Bombouche Limited undertakes to submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or member state.

- q. Where a client needs assistance, management time or requires to do an audit we reserve the right to charge for these services at the appropriate rate for the level of person required.

## **7. Charges and Payment**

- a. Invoices must be paid within 30 days of the invoice date, terms subject to credit approval and up to an agreed credit limit, unless otherwise agreed. Any excess required of the credit limit will be prepaid to Bombouche Limited.
- b. New Clients may be asked to prepay the costs before the work commences.
- c. Invoices are to be paid in UK Sterling. Where accounts are settled in other currencies Bombouche Limited reserve the right to recover currency conversions and bank charges.
- d. Bombouche Limited reserves the right to charge interest at the rate of 8% above the Bank of England base rate on all overdue invoices.
- e. Bombouche Limited are entitled to charge the Client VAT payable (whether or not included on the estimate or invoice). The Client shall also incur VAT on postage and mailing costs in accordance with HMRC Regulations.
- f. Bombouche Limited reserves the right not to post material under the contract until the postage invoice has been paid by the Client. Unless otherwise agreed, prepayment is required for all postage costs. Where a 7 day credit period is given, Clients are eligible to receive postage discounts if payment for the amount invoiced for postage is made within the period of invoice. Where postage payment is not received within the credit period an invoice will be raised for the full postage price, without discount. Bombouche Limited reserves the right to charge the full postage costs (at franked rates) on late payment outside of the payment terms stipulated by Bombouche Limited. There is a minimum £250.00 administration fee for postage payments up to 7 days late and the full franked rate may be levied without further notice to the Client.
- g. Unless otherwise agreed, the full price for any data purchased from Bombouche Limited must be prepaid before it is supplied to the Client.
- h. If the Client fails to make any payment for services in accordance with payment conditions, or otherwise commits a breach of the contract, or if the Client becomes insolvent or bankrupt or unable to pay its debts as they become due, all sums outstanding in respect of the work shall become payable immediately and Bombouche Limited may, without any prejudice to any other rights which it may have:
  - *Suspend all future work or deliveries of completed work to the Client and/or terminate the contract without liability upon its part;*
  - *Require payment prior to delivery of any goods or products held by Bombouche Limited;*
  - *The Client will reimburse to Bombouche Limited all costs and expenses (including legal costs) incurred in the collection of any overdue payment.*
- i. Where postage collections have been booked on behalf of the Client and the Client cancels or postpones the collection prior to 2.00 pm the day before the date of collection, a charge of £250 will be made for re-booking the collection. The Client will be required to pay destruction fees for mail that is cancelled if required disposing of.
- j. Bombouche Limited reserve the right to render pro forma despatch invoices to the Client for payment prior to the production of products.

## **8. Production and Printing Credits**

- a. The Client agrees to allow Bombouche Limited to place a small credit on printed material, exhibition displays, advertisements and/or a link to Bombouche Limited a division of Printing Data Ltd own website on the Client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

## **9. Intellectual Property Rights**

- a. The Client shall ensure that the materials and/or their use do not infringe the Intellectual Property Rights of a third party or any applicable laws or regulations. Bombouche Limited is entitled (in its sole discretion) to refuse to use any materials.
- b. The Client shall indemnify and hold Bombouche Limited harmless against all and any damages, liability, demands, loss, expenses and costs (including without limitation legal fees) suffered or incurred by or awarded against Bombouche Limited in connection with or arising as a result of any action or claim that the Materials and/or their use infringe the intellectual property rights of a third party or any applicable laws or regulations.

## **10. Codes of Practice, Indemnities and Liabilities**

- a. The Client shall provide Bombouche Limited with a true copy of all advertising material or other material intended to be enclosed with any material prepared by Bombouche Limited.
- b. The Client shall ensure that all information or materials provided by it complies with all applicable statutory requirements and with the codes of practice of the appropriate supervisory bodies including, but not limited to, the British Codes of Advertising and Sales Promotion and the Direct Marketing Association's Code of Practice.
- c. The Client shall indemnify Bombouche Limited against all costs, claims, liabilities, penalties and expenses which Bombouche Limited may incur by reason of its' work, goods or materials being illegal, unlawful, infringing any copyright, trademark or other intellectual or other proprietary rights of any third party or is offensive, obscene or the distribution of which may infringe postal or other regulations or which is in breach of any trade description or other legislation.

## **11. Termination and Cancellation**

- a. Either party shall be entitled to terminate this contract by notice in writing to the other in the event of any material breach by the other party of any of its obligations under this contract. The termination will take effect after receipt of written notice (unless the defaulting party has remedied the default).
- b. Bombouche Limited shall be entitled to terminate this contract by notice in writing in the event of the Client's failure to pay in accordance with the terms of the contract or in the event of the Client committing an act of bankruptcy or taking any steps leading to liquidation, making any agreement with the creditors or having a receiver or administrative receiver appointed over any of its assets.
- c. Cancellations of any contract will only be agreed to by Bombouche Limited on condition that all costs and expenses incurred by Bombouche Limited up to the time of the cancellation and all loss of profits or other loss or damage, resulting to Bombouche Limited by reason of such cancellation, will be paid immediately by the Client to Bombouche Limited.

## **12. Notification of Faults**

- a. Any claims by the Client against Bombouche Limited in respect of damage of goods, materials or items handled on the premises of Bombouche Limited under the contract, must be made in writing to Bombouche Limited within 10 days of the items or goods leaving Bombouche Limited's premises.

## **13. Variation**

- a. These terms and conditions constitute the entire contract between Bombouche Limited and the Client with respect to the matters dealt with herein. No variation to this contract shall be valid or effective unless made in writing and signed by both Client and Bombouche Limited's Managing Director.

#### **14. Important Website Charges**

- a. Where an order is placed on the website, it is deemed to be an accepted order, failure of the client to comply with the rules of template design or uploading of files, incorrect number of items entered to be processed or where the client has utilised the incorrect product for that required to be sent shall incur charges determined by Bombouche Ltd.
- b. Change of incorrect product £35.00 per line item, amendments to data or
- c. Where training is required to utilise the system this shall be charged at £60.00 per hour.
- d. Credits to the account are valid for (twelve months) from the date of payment, credit not used will be removed from the account for non-use.

#### **15. Storage of Client Materials**

- a. The Client may deliver the Client Materials to the Supplier's premises at any time within the week prior to the delivery date specified in the Order Form ("Delivery Date").
- b. The Supplier will record the number of boxes or pallets of Client Materials delivered by or on behalf of the Client against any delivery note and sign for the materials "unchecked". The Supplier will not accept any liability whatsoever for any shortfall in the Client Materials nor for any loss arising from any errors or omission in the Client Materials supplied.
- c. Subject to the remaining provisions of this clause 4, the Supplier shall not charge any fee for the storage of the Client Materials.
- d. A separate storage fee will be payable by the Client if:
  - (1) if the Client Materials require storage space in excess of 2.4m<sup>3</sup>, whether before or after the Delivery Date; and/or
  - (2) after one following the Delivery Date, any excess Client Materials have not been either despatched (at a cost in addition to the Price) or collected by the Client.

**The storage fee will be payable in advance for the following three months.**

  - (3) Where we are storing documents, the client will pre-pay a fee equal to the shredding fee for the documents in case of termination this will be pre invoiced and will require to be paid prior to the storage contract starting
- e. Pallets or parts of pallets used to contain the Client Materials will be charged at the Supplier's pallet rate from time to time.
- f. The Supplier shall be entitled to exercise a lien over the Client Materials in circumstances where any invoice in respect of an order to which the Client Materials relate remains unpaid after it has fallen due for payment.
- g. The Supplier reserves the right to destroy or dispose of any Client Materials left on the Supplier's premises more than 30 days after the Delivery Date and to charge the Client all costs reasonably associated with such destruction or disposal including (without limitation) any costs relating to the cleaning or clearing of the storage space.
- h. The Client must declare whether any liquids or other materials comprised within the Client Materials are to be stored at the Supplier's premises and agrees that the Supplier may in its sole discretion decline to store such items.
- i. Any products that do not meet the requirements of Royal Mails Terms and Conditions of posting will not be permitted to be stored it is the client responsibility to check and confirm they are complying with these requirements and charges for correct shall be made (without limitation)