

**Terms and Conditions**

**1. Quotations**

- A. A quotation is based on information accessible to KJS We Are Direct Mail at the date of quotation.
- B. Quotations are valid for a period of **30** days. KJS We Are Direct Mail may extend the period for validity of its quotation at its discretion.
- C. No contract will exist between KJS We Are Direct Mail and the Client where KJS We Are Direct Mail declines an order.
- D. Any quotation given or price list circulated by KJS We Are Direct Mail is an invitation to the Client to make an order only and is not binding.
- E. All quotations are based on approximate volumes and estimated costs current at the time the quotation is produced.
- F. Quotations are not offers to do work and any order placed on the basis of a quotation must first be accepted by a KJS We Are Direct Mail manager for a contract to arise.
- G. Rates shown in the quotation are based on a uniform run of the quality and quantity requested by the Client. Any variation in the quality or quantity of items provided will give rise to a variation in the rates.
- H. Any estimated timescales are based on the available capacity at the time of the order and are always subject to change.

**2. Price**

- A. All prices quoted are subject to amendment throughout the entire timescale of the job.
- B. Prices are exclusive of VAT and exclusive of 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 provision of services:
  - Any variation to the quotation 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 the company at the request of the client will be charged at the rates of KJS We Are Direct Mail.
- E. Prices are exclusive of samples and proofs unless otherwise stated.
- F. All postage costs are purely estimates and final total postage costs will be confirmed on receipt of the final courier invoice. Any variation will be invoiced or credited to the client at that 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 quotation 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.
  - Are sufficient to enable KJS We Are Direct Mail to deliver the correct quantity allowing for normal wastage and spoilage.
- B. All materials supplied by or on behalf of the client are at the client's risk while on the premises of KJS We Are Direct Mail or in transit to such premises and the client is responsible for KJS We Are Direct Mail arranging adequate insurance cover.
- C. KJS We Are Direct Mail will provide storage of materials associated with the order free of charge up to a limit of 25,000 items. If storage of more than 25,000 items is required Direct Mail are entitled to charge a storage fee. If storage of any items is required prior to production/mailing a storage fee will also apply.
- D. KJS We Are Direct Mail shall in respect of all unpaid debts, due from the client have general lien on all materials and property in its possession. Any of the clients materials that remain on the premises of KJS We Are Direct Mail after **7** days from the completion of any completed job will be subject to storage charges. KJS We Are Direct Mail reserve the right to destroy or dispose of any items associated with the mailing left on the KJS We Are Direct Mail premises for over 30 days from the mailing date, at the client's cost.
- E. Where collection and or delivery is carried out by KJS We Are Direct Mail for the client it will be charged for as an extra.
- F. The company will use its best endeavours to comply with any date(s) for dispatch or delivery of the goods, supplies or items handled as stated in the contract, but unless the client expressly provides such date or dates then time of delivery cannot be assured.
- G. No responsibility is accepted by KJS We Are Direct Mail for items, goods or materials once they have been accepted by the courier.
- H. If KJS We Are Direct Mail has used its best endeavours and fails to dispatch or deliver the goods or to complete the work by such date or dates, such failure shall not constitute a breach of the contract and the client shall not be entitled to cancel or reject the contract or to claim compensation for such failure. Liability of KJS We Are Direct Mail shall not exceed that proportion of the contract price which is attributable to the goods or materials affected. Any greater liability on KJS We Are Direct Mail and all liability whatsoever for consequential loss or damage is hereby agreed to be excluded.
- I. Any unforeseen overtime costs incurred by KJS We Are Direct Mail as a result of achieving the dispatch or delivery dates stated in the contract shall be charged to the client.
- J. Rescheduling of work is subject to the capacity available.
- K. KJS We Are Direct Mail will count the number of boxes/pallets delivered against the delivery note and sign for the materials "unchecked". KJS WE ARE DIRECT MAIL will not accept any responsibility whatsoever for any apparent delivery shortfall. KJS We Are Direct Mail 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 KJS We Are Direct Mail 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 KJS We Are Direct Mail are asked to supply materials we automatically produce at least 4% of "overs" and the costs of producing those "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 costs incurred by KJS We Are Direct Mail for stopping and restarting the process may be made and a pre-arranged mailing date will be void.
- O. KJS We Are Direct Mail shall not be liable for any direct or indirect loss or damage arising from failure to dispatch goods in accordance with the contract or delay in dispatch of goods caused by war, strikes, lock outs, fire, flood, explosion, government restrictions, failure to obtain or shortages of materials or by any other cause wholly or partly beyond KJS We Are Direct Mail's control.
- P. KJS We Are Direct Mail reserves the right to charge standing time to the client if delivery of goods are delayed for any reason whatsoever with the result that the contract cannot paid start on the agreed date.
- Q. Where dispatch is to be made by instalments, each dispatch shall be deemed to constitute a separate enforceable contract; KJS We Are Direct Mail are entitled to issue and be on a separate invoice for each dispatch.
- R. KJS We Are Direct Mail does not guarantee that it will deliver the exact quantity of goods ordered by the client and KJS We Are Direct Mail 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 shall reflect the actual quantity delivered and shall be amended accordingly.
- S. Where postponement of dispatch or delivery or completion is agreed by KJS We Are Direct Mail and the client, the client shall if required by KJS We Are Direct Mail pay all costs and expenses incurred by KJS We Are Direct Mail. 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 KJS We Are Direct Mail for a period of 15 days during postponement. Thereafter KJS We Are Direct Mail reserves the right to charge a fee for storage of goods, items and materials.
- T. KJS We Are Direct Mail reserves the right to reject any materials which in its opinion is or may be of an illegal, obscene or offensive nature. The client shall indemnify KJS We Are Direct Mail 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.
- U. If the client is late delivering goods, items or materials that relate to the contract to the premises of KJS WE ARE DIRECT MAIL, any previous mailing date will be void and KJS We Are Direct Mail will no longer be bound to any mailing date(s) or timescales mentioned in the contract.
- V. KJS We Are Direct Mail will not be held responsible for any consequential loss or delay if due to postage not being prepaid.
- W. Where materials arrive after the due date or late, KJS WE ARE DIRECT MAIL will endeavour to achieve the best delivery date but if mailings are then late KJS WE ARE DIRECT MAIL are not responsible.

**4. Sub Contractors**

- A. KJS We Are Direct Mail 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 KJS WE ARE DIRECT MAIL shall in anyway be negative or varied.

## **5. Force Majeure**

- A. KJS We Are Direct Mail shall be under no liability if it shall be 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 a Force Majeure situation the client may by written notice to KJS We Are Direct Mail terminate the contract and pay for work done and materials used, accepting that mailing and delivery will be when available.
- C. KJS We Are Direct Mail shall not have any liability to the client for any direct or consequential loss or damage suffered by the client as a result of KJS We Are Direct Mail's inability to perform its obligations under the contract in any of the circumstances mentioned in clause 5.a.
- D. In the event of a Force Majeure, KJS We Are Direct Mail shall be entitled to cancel or vary or delay the work to such extent as it deems necessary. Any such cancellation or variation or delay shall not affect the obligation of the client to pay for work already completed.

## **6. Data and Artwork**

- A. KJS We Are Direct Mail 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. KJS We Are Direct Mail ensure that its employees, agents and subcontractors are made aware of its obligations with regard to the protection and security of personal data.
- C. Upon the completion or termination of the contract the client shall provide instructions for destruction of data. If no instructions are received data will be deleted after 24 months.
- D. The client must ensure that any computer data supplied to KJS We Are Direct Mail is clean, unadulterated, capable of being read and processed and does not contain computer viruses. In the event of the computer data being corrupt, KJS We Are Direct Mail will require the client to supply clean data at the client's expense.
- E. The client must ensure that all data supplied to KJS We Are Direct Mail are completely unambiguous with regard to their format.
- F. Clients data is accepted subject to the compatibility of the database, data is disposed of after use as per the guidelines laid down in the Data Protection Act unless data storage arrangements have been made, such arrangements are usually chargeable.
- G. All stationery supplied to KJS We Are Direct Mail by the client for laser personalisation should be of laser guaranteed quality. KJS We Are Direct Mail 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, KJS We Are Direct Mail suggest that printed test stock (a minimum of 20 sheets) should be supplied at the clients cost.
- H. Mailing lists may be ordered by KJS We Are Direct Mail on behalf of and as agent for the client and shall be accepted by the client once obtained by KJS We Are Direct Mail. KJS We Are Direct Mail shall have no liability in respect of the provision or contents of such lists and the client must satisfy itself as to 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 KJS We Are Direct Mail are directly governed by the rules stipulated under The Data Protection Act and Mail Preference Service. The copyright will remain with KJS We Are Direct Mail or its supplier.
- J. Any alterations to any artwork or supply of proofs requested by the client will be charged in addition to the original quotation.

## **7. Charges and Payment**

- A. Invoices will 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 KJS We Are Direct Mail.
- 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 KJS We Are Direct Mail reserve the right to claim currency conversions and bank costs.
- D. The client shall be charged for any preliminary work produced by KJS We Are Direct Mail 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.
- E. KJS We Are Direct Mail reserves the right to charge interest at the rate of **8%** above base rate on any overdue sums from the date on which the payment was due to the date on which payment is received.
- F. KJS We Are Direct Mail are entitled to charge the client the amount of VAT payable whether or not included on the quotation or invoice. The client shall also be charged VAT on postage and mailing costs as per instruction of HM Revenue & Customs VAT and Excise Team.
- G. KJS We Are Direct Mail reserves the right not to post material under the contract until the postage invoice has been paid by the client in full. Unless otherwise agreed, prepayment is required for postage costs. Where a 7 day credit is given, clients are only eligible to receive postage discounts if they pay the amount invoiced for postage within 7 days of invoice. Where postage payment is not received within 7 days an invoice will be raised to the client for the full postage price, with no discount applied.
- H. Unless otherwise agreed, the full price for any data bought must be prepaid before it is supplied.
- I. 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 KJS We Are Direct Mail 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 immediately upon delivery of the work,
  - Charge interest at **8%** per month on any overdue invoices.
  - The client will reimburse to KJS We Are Direct Mail all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

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

- A. The client shall provide KJS We Are Direct Mail with a copy of all advertising material or other material intended to be enclosed with any material prepared by KJS We Are Direct Mail.
- 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 KJS We Are Direct Mail against all costs, claims, liabilities, penalties and expenses which KJS We Are Direct Mail 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.
- D. Concerning disputes over quality of service, mishap or fault will at no time exceed that of the service invoice value against that work. KJS We Are Direct Mail shall in no circumstances be liable for any loss, damage, costs or expenses which exceed in the aggregate the price under the contract.
- E. The company shall not be responsible for any loss or damage to items belonging to the client (including mailing lists) held on KJS We Are Direct Mail premises.
- F. KJS We Are Direct Mail shall not be liable for any indirect or consequential loss or damage, loss of profits or goodwill or loss of any kind.
- G. KJS We Are Direct Mail shall have no liability for or in connection with any damage or loss of goods or materials supplied or items handled in transit to the contracted place of delivery.
- H. KJS We Are Direct Mail shall not be liable for any loss or damage suffered by the Client by reason of any act, default or omission by the Royal Mail/ DSA supplier or other delivery firm of non-delivery, mis-delivery or delayed delivery by any of them and the same shall not entitle the Client to any adjustment in the amount of the costs and charges chargeable to it or to withhold any part thereof.

## **9. 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 with in this time.
- B. KJS We Are Direct Mail 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. If at any time any one or more of the provision of these conditions become invalid, illegal or unenforceable, in any respect under any law, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
- D. Cancellations of any contract will only be agreed to by KJS We Are Direct Mail on condition that all costs and expenses incurred up to the time of the cancellation and all loss of profits or other loss or damage, resulting to KJS We Are Direct Mail by reason of such cancellation, will be paid immediately by the client to KJS We Are Direct Mail.

## **10. Risk**

- A. Risk of goods or materials supplied or handled under the contract shall belong to the client once accepted KJS We Are Direct Mail and once accepted by the courier. The client must make its own insurance arrangements to cover risk in transit and such other risks as it deems appropriate in respect of the goods or materials.
- B. All claims by the client against KJS We Are Direct Mail in respect of damage of goods, materials or items handled on the premises of KJS We Are Direct Mail under the contract, must be made in writing to KJS We Are Direct Mail within 10 days of the items or goods leaving KJS We Are Direct Mail premises.
- C. KJS We Are Direct Mail shall use reasonable endeavours to keep safe any goods and materials of the client in KJS We Are Direct Mail possession, but such goods, materials or items will be held at the clients risk in all aspects. It is the responsibility of the client to insure all goods and materials whilst on the premises of KJS We Are Direct Mail.

- 11.** These terms and conditions constitute the entire contract between KJS We Are Direct Mail 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 KJS We Are Direct Mail Managing Director.