



**The parties agree as follows:**

**AGREED TERMS**

**1. INTERPRETATION**

1.1 The definitions in this clause apply to these Terms:

**Bespoke Production:** Means any Production which does not form part of the Document Production, made generally available by the Company to its clients, or which is produced by the Company specifically for The Client;

**Default:** Any breach of our obligations under these Terms and Conditions or any default, act, omission, negligence or statement by the Company or any of its employees, agents or sub-contractors in relation to the subject matter of these Terms and Conditions

**Distribution Channel:** Means the method by which the Company delivers documents for the Client, usually by post, courier or electronic technology

**Document Production** Means the Applications identified as such in Schedule 1 of this document;

**Force Majeure Event:** shall have the meaning given in Clause 7 of this document.

**Order:** the receipt of a data file from you

**Order Confirmation:** shall have the meaning set out in Clause 2.4 of this document

**Prime Document Materials** Means any part of the Prime Document Material or Know How, which is a contributor to the operation of the business of Prime Document Limited;

**Services:** the services that the Company are providing to you as set out in the Order.

**Agreement / Terms:** the terms and conditions set out in this document.

**We/us/our/the Company:** Prime Document Ltd

**Working hours** – Monday to Friday 9am to 5pm

1.2 Headings do not affect the interpretation of these Terms.

1.3 Words in the singular shall include the plural and vice versa, references to any gender shall include the other and references to a legal person shall include the natural persons and vice versa.

References to Clauses and Schedules are references to the clauses hereof and the Schedules hereto.

## **2. BASIS OF SALE**

2.1 (a) We consider these Terms, the Application Schedule and our price list at Schedule 2 to set out the whole agreement between you and us for the supply of the Services. These Terms only apply to our contracts with consumers.

(b) Please check that the details in these Terms are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

(c) Please ensure that you read and understand these Terms before you sign this document, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.4.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.

2.3 The Order is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.4 These Terms shall become binding on you and us when:

- (a) we issue you with an Audit File confirmation ; or
- (b) we notify you that we are able to provide the Services, or
- (c) we proceed when the Audit File matches the Order

whichever is the earlier, at which point a contract shall come into existence between us.

2.5 You may within 2 working hours of placing an Order amend or cancel an Order by providing us with written notice. If you amend or cancel an Order, your liability to us shall be limited to payment

to us of all costs we reasonably incur in fulfilling the Order until we receive your amendment or cancellation. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it.

- 2.6 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the policies and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled. If the services are ongoing, we will give you prior notice of any changes to these Terms and you can choose to cancel the Order without penalty before the new Terms affect you.

### **3. PROVISION AND QUALITY OF SERVICES AND WARRANTIES**

- 3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:
- (a) conform in all material respects with their description;
  - (b) are carried out with reasonable care and skill;
  - (c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;
  - (d) are free from material defects in design, material and workmanship; and
  - (e) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 3.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms.
- 3.3 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.

- 3.4 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.
- 3.5 We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.
- 3.6 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.
- 3.7 We recognise that timescales are vital to this Agreement. If during the duration of this Agreement the Company consistently fails to meet the timescales set out in Schedule 1 for reasons excluding those outside the Company's control, then:
- 3.7.1 The Client should notify the Company in writing that the service is below standard.
- 3.7.2 Service must then be brought back in line with the agreed service levels set out in these Terms within 30 days of notification.
- 3.7.3 Should matters not be rectified then the contract may be reviewed under clause 11
- 3.8 The Client's sole remedy and the Company's sole liability in respect of any breach of the warranties is as set out in these Terms and Conditions;
- 3.9 Without prejudice to this clause 3, if the Company fails to remedy a breach in the manner set out in this clause then the liability for such failure shall be limited to a sum equal to the value of the relevant associated Invoice as provided by the Company;
- 3.10 We shall have no liability for the following:
- 3.10.1 Defects or errors resulting from any modifications of the origin of the Material made by any person other than us;

- 3.11 In the event of any breach of any warranties set out in this clause The Client shall promptly notify the Company and allow us a reasonable opportunity to correct the error causing the breach of warranty.
- 3.12 The Client recognises that minor errors and omissions will arise and shall not constitute a breach of contract;

#### **4 INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Services will belong to us absolutely.
- 4.2 The rights and obligations under this clause (including co-operation and assistance as necessary) shall continue in force after termination of this Agreement. The restriction for non-disclosure of such information shall continue for a period of Two Years after the termination of this Agreement with Prime Document.

#### **5 PRICE AND PAYMENT**

- 5.1 The price of the Services will be as set out in our price list attached to these terms and conditions.
- 5.2 These prices Exclude VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 5.3 We will invoice you on a weekly basis.. You must pay the invoice in cleared monies within 14 calendar days of the date of the invoice by [PAYMENT METHOD].
- 5.4 If you do not make any payment due to us by the due date for payment (as set out in clause 5.3), we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of National Westminster Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

5.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services or any other outstanding Order until you have paid the outstanding amounts.

5.6 Clause 5.4 and clause 5.5 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

## 6 LIMITATION OF LIABILITY

6.1 Subject to *clause* 6.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

6.2 The Company's total aggregate liability for loss in respect of Defaults (including negligence) breach of statutory duty or otherwise howsoever shall not exceed the aggregate amount which the client is obliged to pay the Company hereunder and expressly excludes any amounts which are not quantifiable at the date of this document.

6.3 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

6.3.1 loss of income or revenue;

6.3.2 loss of business;

6.3.3 loss of anticipated savings; or

6.3.4 loss of, damage to or corruption of data and any consequences of the foregoing

6.3.5 Any special, indirect or consequential loss or damage of any nature whatsoever

6.3.6 Loss arising from any claim made against The Client by a third party;

6.3.7 Loss caused by The Client's failure to perform its obligations under this Agreement;

6.4 This clause does not include or limit in any way our liability for:

- 6.4.1 death or personal injury caused by our negligence; or
- 6.4.2 fraud or fraudulent misrepresentation; or
- 6.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Services and Services Act 1982; or
- 6.4.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- 6.4.5 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

## **7 EVENTS OUTSIDE OUR CONTROL**

- 7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).
- 7.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:
  - 7.2.1 strikes, lock-outs or other industrial action; or
  - 7.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - 7.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - 7.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
  - 7.2.5 impossibility of the use of public or private telecommunications networks.
- 7.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## **8 CLIENTS OBLIGATIONS**

The Client shall be responsible for:

- 8.1 Communications links involving any data derived from its operation in conjunction with requirements and orders which are being used by the Company;
- 8.2 Ensuring that the Documents and Data supplied to the Company are prepared in a proper manner by competent trained employees only or by persons under their supervision;
- 8.3 Appoint or designate a competent person who will act as The Client's contact person and who will be responsible for providing any Facilities, Data and or Information of whatsoever nature which may be required by the Company for the purposes of fulfilling obligations under any contract which may be in operation with the Company;
- 8.4 Supply the Company with all information and materials necessary to enable the Company to proceed with the Contract and to comply with all applicable statutory and other requirements;
- 8.5 Indemnify the Company against copyright, misleading information, including by reason of omission any false trade description of whatsoever nature;
- 8.6 Ensure that all information supplied to the Company complies with the current Codes and Practice of the appropriate, relevant and concerned bodies in the Client's industry;
- 8.7 During the initial set up stages to check all sample prints produced by the Company to establish that the same are correct;
- 8.8 In the event that the Company is delayed or impeded or obliged to spend additional time or incur additional expenses in the performance of any of its obligations under these Terms and Conditions by reason of any act or omission of The Client its employees, agents, contractors or sub-contractors (including the provision by any person of any incorrect or inadequate data, information or instructions) then, notwithstanding anything else contained in this document:
  - 8.8.1 If as a result any obligation on the part of the Company is not completed by the date specified then any instalment due to be paid by The Client on completion of that stage or obligation shall be paid on the date specified for such completion as distinct from the actual date of completion; and



8.8.2 The Client shall pay to the Company a reasonable sum in respect of any additional time spent and expenses incurred by or on behalf of the Company carrying out such obligations and caused or rendered necessary by such act or omission.

## 9 STORAGE AND RESPONSIBILITY FOR CLIENT'S GOODS AND MATERIALS

9.1 While the Company will endeavour to take reasonable care of The Client's goods and materials while in its possession the Company does not accept liability for any loss or damage whether in contact or negligence and including consequential loss and such Goods and materials shall at all times be and remain at the sole risk of The Client.

9.2 When Information and material is supplied by The Client responsibility is not accepted for imperfect work or delays in delivery caused by defects or unsuitability of the information.

9.3 In respect of the property left in the Company's possession for storage, the Company accepts no liability for any loss of or damage to such property. The Company's liability for loss of or damage to The Client's property will be limited to the lesser of:

- i) The value of the Goods actually lost or damaged; or
- ii) The cost of repairing any damage; or
- iii) £250 per item subject to a total limit of £1,000 for all property held by the Company on behalf of each Client

## 10 DISPUTE RESOLUTION

10.1 Subject to clause 10.6 it shall be a condition precedent to the commencement of any proceedings before any court in relation to any matter in dispute or difference arising out of or in connection with this Agreement that the parties shall first have referred their dispute to Alternative Dispute Resolution ("ADR") under the supervision of the Centre for Dispute Resolution ("CEDR").

10.2 ADR shall be conducted using a sole mediator ("**the Neutral**") (such expression not to exclude the presence of a pupil mediator) in or substantially in accordance with CEDR's recommended agreement for the time being in use. The Neutral shall be a CEDR accredited mediator agreed between the parties or in default of agreement within 14 days of notice by either party calling upon the other to engage in ADR, appointed by CEDR.

- 10.3 The parties agree to co-operate fully, promptly and in good faith with CEDR or the Neutral in the performance of their obligations under this clause including without limitation the doing of all such acts and the signing of all such documents as CEDR or the Neutral may reasonably require to give effect hereto, including, without limitation, CEDR's relevant agreement for the time being.
- 10.4 ADR shall commence by either party serving on the other written notice ("**the ADR Notice**") setting out in summary form the issues in dispute and calling upon that other party to join in an approach to CEDR for the appointment of the Neutral.
- 10.5 Unless agreed otherwise in the course of the procedure each party shall bear its own costs of ADR.
- 10.6 Nothing in this clause shall limit the right of any of the parties or prohibit any of the parties from seeking, in good faith, injunctive relief or an order for specific performance or judgement in respect of a debt before any court of competent jurisdiction.

## 11 TERMINATION

- 11.1 Either party may terminate this Agreement, after the initial 12 months period providing six months notice has been given in writing. Should no such notice be received then this contract will be deemed to be a rolling 12 month contract, hereunder in the event that the other:
- 11.1.1 Is in breach of this Agreement provided such breach (where capable of remedy) has not been remedied within 30 (thirty) days of receipt of written notice from the terminating party specifying the breach.
  - 11.1.2 Being a company passes a resolution, or the court makes an order, that such other party be wound up otherwise than for the purpose of bona fide reconstruction or amalgamation, or a receiver, manager, administrative receiver or administrator on behalf of a creditor is appointed in respect of such other party's business or any part thereof, or circumstances arise which entitle the court, otherwise than for the purpose of a bona fide reconstruction or amalgamation, to make a winding-up order;
  - 11.1.3 Being an individual dies or being a partnership or firm is dissolved or in either case has a bankruptcy petition issued or bankruptcy order made against it or negotiates for or enters into any

composition or arrangement with or assignment for the benefit of its creditors;

11.2 the Company shall be entitled by notice to The Client to terminate this Agreement between it and The Client forthwith if The Client fails to pay any sum due to the Company and such sum remains unpaid for 30 days after the Company has given notice to The Client that such sum has not been paid, referring to this clause;

11.3 Any termination of the Agreement shall be without prejudice to any other rights or remedies of either party under the Agreement or at law and all such rights are cumulative. Any such termination shall not affect any accrued rights or liabilities of either party at the date of termination;

11.4 No refund of any part of any charges shall be made on termination of this Agreement and any sums due to Prime Document from The Client under this Agreement shall be immediately due and payable.

## **12 ASSIGNMENT**

The client may not transfer any rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

## **13 NOTICES**

13.1 All notices sent by you to us must be sent to the Company at Unit 3 Park Seventeen, Moss Lane, Whitefield, Manchester, M45 8FJ. We may give notice to you at either the e-mail or postal address you provide to us in the Order. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.

13.2 All notices sent by us to you will be sent to { } and the provisions of clause 14.1 will apply to service

## **14 DATA PROTECTION**

14.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

14.2 You acknowledge and agree that we may pass your details to credit reference agencies.

## **15 LIBELLOUS/ ILLEGAL MATERIALS**

The Client agrees that it does not and will not require the Company to reproduce any material which is or may be libellous or illegal by breach of copy rights or render the Company liable to any legal proceedings whether civil or criminal and the Company shall be at liberty at any time to discontinue work if in the Company's opinion such work may come within these categories. In such circumstances The Client shall be liable to pay the Company for the work carried out prior to the date of discontinuance. In the event of a breach by The Client of the obligations in this clause contained it will immediately upon demand indemnify the Company against all losses, damages, costs and expenses sustained by the Company through The Client's default in respect of these matters.

## **16 GENERAL**

16.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

16.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

16.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

16.4 All provisions of the Agreement are severable and in the event of any of them being held to be invalid by any competent court the Agreement shall be interpreted as if such invalid provisions were not contained herein;

16.5 These Terms shall be governed by English law and you and we both agree to the non-exclusive jurisdiction of the English courts.

Signed by .....

On behalf of

Signed by .....

On behalf of Prime Document Limited