

Terms of trade

Between Datagraphic and Buyers
(‘Terms’) for Products and
Services



Your
Company
Policy



Datagraphic Group Ltd ('the Company') is a company registered in England & Wales number 1215380 with its registered office at Ireland Industrial Estate, Adelphi Way, Staveley, Chesterfield S43 3LS ENGLAND. Set out below are the Terms on which the Company provides its Products and services.

Only a person who has agreed to these Terms is able to buy Products and/or services. Once you place an order for Products and/or services you will be deemed to have agreed to these Terms and a legally binding contract, incorporating these Terms, will then exist between you and the Company. You warrant that you are a business customer not a consumer and these terms have been drafted accordingly.

If you do not want to agree to these Terms, you should navigate away from this page and you should not place any order for Products or services. Buyers who buy Products other than Physical Products will only acquire a licence to use that Product.

If you agree to be bound by these Terms on behalf of a third party (which may include your employer or other entity) named in the application details you provide to the Company you represent and warrants that you have full legal authority to bind that third party to these Terms.

1. Definitions

In these Terms:

- Buyer means a Member who buys or licenses Products made available for sale or licence.
- Client-specific Stock means stock which has been customised to a client's specifications or for a particular client's use.
- Computer System means the computer system and servers used by the Company.
- Contract means a contract for the supply of Products.
- Database a collection of names and addresses and/or other information to be stored, amended, deleted or retrieved using the Computer System (and the meaning of "Data" shall be construed accordingly and shall include personal data as defined in Data Protection Legislation)
- Data Protection Legislation the Data Protection Act 1998 and Privacy and Electronic Communications (EC Directive) Regulations 2003
- Direct Mail Packs one or more payslips, letters, financial statements, Inserts, envelopes, leaflets or other documents which are to be sent to a person or persons by one mailing (whether or not by the Company) and which it has been agreed are to be assembled by the Company
- Inserts any circular letter, envelope, leaflet or other document whether supplied by the Customer, produced by the Company or by a third party which are to be incorporated in a Direct Mail Pack
- Products mean products of the Company including both products available for delivery and viewing on the Site including, but not limited to, web templates, epayslips and other forms of stock content in the form of creative

digital computer files, and/or physical products including payslips delivered or posted in accordance with your instructions. 'Physical Products' are hard copy as opposed to virtual copy products and peripherals.

- Sign-off means the Customer's final approval of the Product proofs by signature of an appropriate acceptance and approval form, or, where applicable, by direct input of data.
- Site means this epayslip SaaS website on which epayslips may be inspected.
- Supplied Items means materials and components including any data supplied by the Buyer, its agents or third party suppliers to the Company.

2. Production of Physical Printed Products

Films, plates, dye cutters, perforations, stereos and other materials owned by the Company and used by it in the production of plates, film setting, negatives, positives and the like shall remain its exclusive property. When such items are supplied by the Buyer they shall remain the Buyer's property.

Unless expressly agreed otherwise and subject to the prior payment by the Buyer of any storage costs agreed to be payable to the Company in connection with any such agreement, the Company and/or its sub-contractors shall be entitled to destroy any customised equipment including films forms dies and gravure cylinders after approval of delivered Products. All final artwork and film (not in digital artwork) will be held for a maximum period of 12 months from Sign Off.

3. Availability and Use of the Site

The Site will usually (but without our accepting any obligation to ensure that this is the case) be available 24 hours a day, seven days a week or as otherwise stated on the Site and we have an uptime record at the time of drafting of these terms of well in excess of 99%.

We must reserve the right occasionally however to:

- interrupt or suspend your right to access the whole or any part of the Sites; and/or
- alter, interrupt or suspend the provision of the whole or any part of the content and/or the services available on the Site.

You agree that we will not be liable to you for any loss that you may suffer as a result of any such interruption, suspension or alteration.

4. Fees and Services

If you are a Buyer of a Product, you will pay a fee to buy a limited licence to use that Product. All payments by Buyers on the Site must be paid by BACS [bank account details here] or cheque made payable to Datagraphic Limited and sent to the

Company's registered office, Ireland Industrial Estate, Adelphi Way, Staveley, Chesterfield S43 3LS ENGLAND. Quotations for Products or a service which includes printing are made subject to the suitability and availability of drawings, proofs or other instructions to be provided by the Buyer to the Company and of any Supplied Items (whether charged to the Company or not) and of any materials to be supplied by the Company which are specially requested by the Buyer and which are not normally used by the Company in the course of its business.

All quotations are made on the basis of the use of industry standard processed colours. If the Customer wishes to use other colours, the Company may charge an additional charge.

Unless otherwise agreed the price payable by the Buyer shall be the price set out in the Company's quotation or, where applicable, the Company's published price list or pricing matrix current at the date of delivery of the Products or provision of services and is exclusive of:

- any costs of loading and carriage of the Products;
- any export or import tax and/or duties; and
- any value added tax or other applicable sales tax or duty which will be added to the sum in question.

Prices may be altered by the Company without notice to the Buyer (although the Company will endeavour to give reasonable notice to the Buyer verbally or in writing) to reflect increases in the cost of manufacture or distribution of the Products or increases in the cost of providing services which are due to:

- any factor beyond the reasonable control of the Company; this includes foreign exchange fluctuation, currency regulation, alteration of duties, charges and taxes, increases in the cost of labour, materials, other manufacturing costs, service costs and transport costs including fuel costs; or
- any change in delivery dates, quantities or specifications for the Products or services requested by the Buyer; or
- any delay in the Company receiving Supplied Items or receiving Supplied Items of inferior quality which require replacing or which require further work before they can be used in the opinion of the Company; or
- any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

Any dispute as to the amount of any increase in price shall be governed by the dispute resolution procedure set out below.

If the Buyer requires delivery of the Products or provision of services to be expedited or notifies the Company of any special requirements regarding delivery of the Products or provision of services, the Company may charge the Buyer an additional sum to cover additional costs incurred including overtime payable to its employees or sub-contractors.

Unless otherwise agreed in writing or stated on the Company's quotation, invoices are due for payment by the Customer no later than 30 days from the end of the month in which the invoice is raised. Time for payment shall be of the essence. The HybridMail service is payable in advance.

The Company reserves the right at any time before proceeding or proceeding further with a Contract to demand full or partial payment of monies due and payable under the Contract and under any other contract between the Company and the Buyer.

Payments shall be made in such currency and into such bank account as the Company shall nominate from time to time in writing. Payment will not be considered to have been received until the Company has received cleared funds.

All payments payable to the Company under the Contract shall become due immediately upon termination of the Contract despite any other provision.

The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer and rights of set-off are otherwise waived and/or excluded.

If the production or delivery of the Products or the provision of any service is suspended at the request of the Buyer or delayed due to the default of the Buyer, the Company may charge the Customer for the work carried out to such time, any materials ordered for the Buyer and any other additional costs incurred as a result of such suspension or delay, and such charge shall be payable immediately by the Buyer.

If the Buyer defaults in any payment then, without prejudice and in addition to the Company's other rights under the Contract, it may suspend work, delay or withhold delivery or cancel the Contract and retain any progress payments or payments on account already received under the Contract or under any other contract between the Company and the Buyer, and/or may charge the Customer interest (both before and after judgment) on the amount unpaid (pursuant to its statutory right to charge interest on late payments under the Late Payment of Commercial Debts (Interest) Act 1998) at the annual rate of 4% above HSBC Bank plc's base rate from time to time, accruing on a daily basis, until payment is made in full.

The Company shall have a lien on all undelivered Supplied Items or other goods being the subject of the Contract for all monies due from the Buyer to the Company under any contract between them.

The Customer shall indemnify and keep indemnified Datagraphic from and against any costs (including legal costs on an indemnity basis), expenses and other liabilities which Datagraphic may reasonably incur either before or after the commencement of any action, in connection with any legal proceedings Datagraphic may bring in respect of a breach by the Buyer of any of its obligations under the Contract including proceedings for the collection of any sums due from the Buyer pursuant to the Contract together with the enforcement of any settlement or judgement obtained in respect thereof.

5. Direct Mail Packs

If the Contract is for Direct Mail Packs:

- the Buyer shall specify the number of Direct Mail Packs to be produced and/or delivered and the date on which the Direct Mail Packs are to be delivered by the Company to the Buyer or the Buyer's carrier and shall provide the Database to be used in preparing the Direct Mail Packs;

- the Buyer shall supply the Database and, where applicable, the Inserts to the Company no later than the date and time agreed between the parties. If the Buyer does not supply the Database and Inserts on time, the Company shall not be liable for any delay;
- where it has been agreed that the postage shall be charged to the Company's account with Royal Mail or other carrier, the Buyer shall pay to the Company the gross amount of the postage (including VAT where required) or carriage charges due prior to the Direct Mail Packs being collected by Royal Mail or other carrier from the Company. The Company shall be entitled to withhold delivery of the Direct Mail Packs to Royal Mail or other carrier until the Buyer has paid such sum; and
- the Company excludes liability for consequential loss and although therefore it shall not be liable for any loss, damage or expense incurred or sustained by the Buyer as a result of any person not receiving a Direct Mail Pack, any person receiving an incorrect Direct Mail Pack, any person receiving a Direct Mail Pack more than once or any person incorrectly receiving a Direct Mail Pack, it is always happy to reprint or correct errors wherever feasible.

6. Intellectual Property

We, our licensors, or affiliates own all:

- the content of the Products
- the look and feel, design and the organisation of the Site;
- the compilation of the materials on the Site; and
- the intellectual property rights (if any) subsisting in them.

Your use of the Site does not grant to you any ownership or analogous interest in any content, code, data or materials you may access on or through the Site or any intellectual property rights subsisting in any of those things except such Products as you license as provided by the relevant licence. Your purchase of Physical Products does not confer any right to copy or reproduce them in whole or in part which is strictly prohibited.

The Company shall not produce or deliver any Products which in its sole opinion are or may be obscene or otherwise illegal or libellous or which may infringe any Intellectual Property Rights of another party.

The Buyer shall indemnify and keep indemnified the Company against all actions, costs (including reasonable legal fees), claims, proceedings and demands arising directly or indirectly in respect of:

- Products or services which are obscene or otherwise illegal or libellous; or
- any infringement or alleged infringement by the Company of any Intellectual Property Rights attributable to the Company's use of any software, data or other materials in each case supplied by the Buyer and relating to the Products or services or to the Company's complying with any instructions from or requirements of the Buyer relating to the Products or services; or

- any breach of the Data Protection Legislation by the Company in carrying out its obligations under the Contract, provided such breach was attributable to the Buyer failing to comply with its obligations under Data Protection Legislation and/or the Contract.

The Buyer shall grant to the Company a non-exclusive licence to use (including on its web service) the Buyer's Intellectual Property Rights in any film screens, drawings, artwork, designs, business forms, digital image files or other materials provided by it to the Company. The Customer warrants that it owns the Intellectual Property Rights in the Supplied Items and that the Company's use of the Supplied Items and the Customer's Materials will not infringe any third party Intellectual Property Rights.

Any film screens, drawings, artwork, designs, business forms or other materials prepared by the Company in the production of the Products or provision of its services and all Intellectual Property Rights therein are and shall remain the exclusive property of the Company which shall grant to the Buyer a non-exclusive licence to use the Company's Intellectual Property Rights in the Products and services and its software only for the sole express purpose for which the Products and services were supplied, and the Customer shall have no licence for any other use without the express written consent of the Company.

The Company may reproduce any design of the Customer in its own publicity material including brochures, catalogues, advertising material and the Company's website.

7. Trade Marks

The trade marks, logos, service marks and trade names (collectively the Trade Marks) displayed on the Site on epayslips are provided by you and you warrant that you are the owner or have the permission and approval of the owner for use of that Trade Mark and you agree that you will indemnify and hold harmless the Company for any loss, damage, claims or expenses as it may suffer or incur as a result of your breach of this warranty. Nothing contained on the Site should be construed as granting, by implication, or otherwise, any licence or right to use any Trade Mark displayed on the Site without the written permission of its owner.

8. Confidential Information, Privacy and Data Protection

If the Buyer is required to supply data ('Database') to the Company, such data shall be provided on secure electronic transfer or secure email in the format specified by the Company to the Buyer on request ("Compatible Format") The Buyer will supply the Database to the Company within the time specified by it to allow it to perform its obligations under the Contract.

The Company may reject any Database which is not so supplied or may at its own discretion and at the Buyer's sole expense, reformat the data so that it is in Compatible Format.

The Company may, in order to fulfil its duties under the Contract, enter into sub-contracting arrangements with third parties and may provide such third parties with access to the Database.

The Company will be responsible for loading the Database onto the Computer System and will retain the Database whether on the Computer System or otherwise until advised by the Buyer to return or destroy the Database. The Customer is solely

responsible for making and keeping secure any back-up copy of any Database supplied to the Company and the Company shall not be liable for any loss sustained as a result of the Database supplied to it being lost or destroyed in whole or in part.

The Buyer confirms that it has the requisite authority and consents to pass the Database to the Company for the purposes specified in the Contract including, without limitation, authority to permit the Company to pass the Database to its agents and sub-contractors.

The Buyer warrants that:

- the Database does not infringe any third party Intellectual Property Rights;
- it has and will maintain for the duration of the Contract the appropriate data protection notification which includes provisions covering the processing of Data by the Buyer in relation to the Contract and the processing of Data by the Company or its subcontractors or agents in accordance with the provisions of the Contract; and
- any use of the Database by the Company in carrying out its duties under the Contract will not breach the provisions of Data Protection Legislation.

The Company shall be entitled to refuse to carry out any work which contravenes the Data Protection Legislation or in its opinion is contrary to the British Code of Advertising, Advertising Standards Agency, Sales Promotion and Direct Marketing, APACS standards, the ICSTIS Code of Practice or any other relevant legislation, legal instrument or guidance.

Both parties warrant and undertake that they will comply with their obligations under Data Protection Legislation.

We do not warrant or represent that your use of the Site will be confidential or guarantee the security of any information.

You agree that the Company is not responsible for any harm that you or any person may suffer as a result of a breach of confidentiality in respect of your use of the Site.

You must not disclose to any third party any confidential information made available to you through the Site.

When using the Site or dealing with other users of the Site you must respect the privacy and legal rights of others. If a user provides you with (or your Product accesses or uses) user-names, passwords or other login information or personal information ('Personal Information') you must:

make them aware that the Personal Information will be available to you; and

- ensure that, by proceeding to transact with you, they are giving you permission to use the Personal Information; and
- provide a privacy notice to the user, recording the manner in which the Personal Information will be handled by you, that is legally sufficient; and
- use the Personal Information only for the limited purposes for which it is necessary and for which permission was granted; and
- handle that information in accordance with the terms of the privacy notice.

The parties shall keep confidential any and all Confidential Information that they may acquire about each other pursuant to the Contract.

The Buyer and all of its employees shall keep confidential all personal data they receive from the Company or by means of the Site and shall not use the Confidential Information for any purpose other than to perform their obligations under the Contract. Each party shall ensure that its officers, employees, agents and sub-contractors comply with the provisions of this clause. The provisions of this clause shall continue to apply after expiry or termination of this Contract. The obligations on the parties set out in this clause shall not apply to any information which:

- is publicly available or becomes publicly available through no act or omission of the parties;
- is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
- is received from another person who (the disclosing party can prove through written documentation) lawfully acquired it and who is under no obligation restricting its disclosure; or
- the parties are required to disclose by order of a Court of competent jurisdiction or a competent regulatory authority.

9. Buying Products

When you buy a Product other than a Physical Product, you acquire a licence to use that Product. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract whether or not such document is specifically referred to.

The Company may provide a quotation to the Buyer by post, fax, email, electronic transfer or verbal communication by telephone or in person, and provided that the Company has not previously withdrawn it, a quotation is valid for a period of thirty working days from its date, unless otherwise expressly agreed. Each order or acceptance of a quotation for Products by the Buyer shall be deemed to be an offer by the Buyer to purchase Products subject to these Terms.

No order placed by the Buyer shall be deemed to be accepted by the Company until the order is either acknowledged in writing or (if earlier) the Company delivers the Products.

The quantity and description of the Products shall be as set out in the Company's quotation or acknowledgement of order. However, there is an industry standard relating to orders which permits a margin for over and under delivery of up to 10% on any order and in addition the Company may make any changes to the specification, design, materials or finishes of the Products:

- which are required to conform with any applicable safety or other statutory or regulatory requirements;
- which are required to prevent the Products infringing third party Intellectual Property Rights; or

- which, in the Company's reasonable opinion, do not materially affect their quality or performance.

All advertising, samples, artwork, specifications, illustrations or descriptive material made available by the Company and any descriptions or illustrations contained in the Company's sales literature, catalogues, brochures, quotation, price list, acknowledgement of order, invoice, service level agreement or other document or other information issued by the Company (including on the Site) are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They will not form part of the Contract unless specifically stated otherwise. All documents containing such illustrative or descriptive material (as well as the Intellectual Property Rights in such material) shall remain the exclusive property of the Company and must not be copied, loaned or transferred.

The Buyer must ensure that the terms of its order are complete and accurate, and any artwork, sketches, specifications, descriptions, calculations, information or other instructions supplied by the Buyer or by any agent or representative of the Buyer in connection with the manufacture or sale of the Products are accurate, unambiguous and clearly legible and meet the Buyer's requirements.

Where the Company is supplied with Supplied Items or is requested to use specific material by the Customer when providing the Products:

- the Company will not be liable for any miscalculation defect or error in the Products (including, if applicable, any Direct Mail Packs) or errors in their delivery caused by defects in or unsuitability of the Supplied Items or specified materials, it being noted and agreed that the Company may not be able to identify defects in the Supplied Items or specified materials, or the unsuitable nature of the Supplied Items or specified materials until production has commenced;
- the Company may reject any of the Supplied Items or specified materials which in its opinion are unsuitable;
- the Company may, if the Supplied Items or specified materials are found to be unsuitable during production, charge the additional production costs incurred to the Buyer after notifying the Buyer of the unsuitability of the Supplied Items or specified materials;
- the Company accepts no responsibility for imperfect work caused by defects in or unsuitability of the Supplied Items or specified materials; and
- the Buyer must ensure that the ordered quantities of the Supplied Items are adequate to cover spoilage.

Unless otherwise specifically agreed In Writing by the parties, the Company shall be entitled to affix to or print its name and/or trade or other marks on any Product.

The Company will provide the Buyer with proofs of the Products prior to print, which the Buyer will proof read and, if necessary, edit before returning to the Company for amendment if amendment is necessary. In the case of epayslip SaaS the proofs may be sent to the Buyer by secure e-mail with a link to a website which the Buyer will access to check the proofs. The Customer will only proof read subsequent amended proofs provided by the Company against the amendments made to the initial proof. It is the Company's responsibility to ensure that the remainder of the proof is correct. Prior to print (or publishing to website in the case of epayslip SaaS but following final checking of the proof, the Company will ask the Customer to Sign-Off the amended version of the proof.

Following Sign-Off the Company will not be responsible for errors in the printed Products (or the epayslips), unless it has failed to print (or complete in the case of epayslips) strictly in accordance with the proofs Signed-off by the Buyer.

The Buyer shall pay for any re-prints that may be necessary due to the Buyer's failure to amend the proofs correctly prior to Sign-Off. The Company shall produce at no additional cost to the Buyer any re-prints that may be necessary due to the Company's failure to print the Products (or complete the epayslips) strictly in accordance with the approved versions.

The Company may charge the Buyer an additional charge (which may include standing time if a printing press or other equipment is subsequently inactive) if alterations, additional proofs and/or other works are carried out:

- at the Buyer's request after proofs or samples have been Signed-Off;
- where style, type or layout is left to the Company's judgment and the Buyer requests variations to that aspect or aspects of the proof; or
- where drawings, proofs or other instructions supplied to the Company by the Buyer are not clear and/or legible.

10. Cancellation of Orders and Termination

No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement of the Company on the terms that the Buyer shall indemnify the Company in full against all losses including any loss of profit or any indirect or consequential loss or damage whatsoever suffered or incurred by the Company as a result of such cancellation.

The Company may immediately terminate the Contract if the Buyer:

- is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Buyer fails to remedy such breach within the number of days specified in any notice from the Company, specifying the breach and requiring it to be remedied. Failure to pay any sums due is a material breach of the terms of the Contract which is not capable of remedy;
- becomes bankrupt, insolvent, has a receiver, manager or administrative receiver appointed, makes any composition with its creditors or has a receiver appointed under the Mental Health Act 1982;
- has any distraint, execution, or other process levied or enforced on any of its property;
- ceases or threatens to cease to trade;
- has a change in its management and/or control as defined by section 416 Income and Corporation Taxes Act 1988; or if the Company reasonably anticipates that one of the above set of circumstances is about to occur.

The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Buyer or the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

11. Prohibited Conduct

You warrant that while using the Site and the various services and features offered on or through the Site, you will not:

- use a false email address or impersonate any person or entity or misrepresent your affiliation with any other person or entity;
- insert your own or a third party's advertising, branding or other promotional content into any of the Site's content, materials or services or use, redistribute, republish or exploit such content or service for any further commercial or promotional purposes; or
- attempt to gain unauthorised access to other computer systems through the Site.

You must not:

- engage in "spidering", "screen scraping," "database scraping," harvesting of e-mail addresses, wireless addresses or other contact or personal information, or any other automatic means of obtaining lists of users or other information from or through the Sites or the services offered on or through the Sites, including without limitation any information residing on any server or database connected to the Sites or the services offered on or through the Sites;
- obtain or attempt to obtain unauthorised access to computer systems, materials or information through the Site by any means;
- use the Site or the services made available on or through the Site in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or such services, including, without limitation, sending mass unsolicited messages or flooding servers with requests;
- use the Site, content or services offered on the Sites for any purpose or activity of an illegal, fraudulent, obscene, offensive, personally offensive or defamatory nature;
- use the Site to distribute or make available any Product whose primary purpose is to facilitate the distribution of Products outside of the Site;
- use any mechanism, device software or script to affect the proper functioning of the Sites including taking any action which may infect the Site with any routine, including (but not limited to) any virus, time bomb, Trojan horse, worm, cancelbot or other computer routine that may damage, interfere with, delay, intercept or expropriate any system, data or personal information;
- take any action which may interfere with, disrupt, manipulate, tamper with or otherwise abuse the Sites or networks connected to the Sites;
- use the Site or the Site's services or features in violation of our or any third party's intellectual property or other proprietary or legal rights; or
- use the Site or the Site's services in violation of any applicable law.

You further agree that you must not attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with the Site or the Site's services, or any content of the Site or any of its domains, or make any unauthorised use of the Site or the Site's services or any content of the Site or any of the domains of the Sites.

You agree that you must not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site or any of its services.

You must not obtain or attempt to obtain any materials or information through any means not intentionally made publicly available or provided for through the Site.

Other than as expressly allowed in these Terms or the licence of any Product you may not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or made available through the Sites.

It is a condition of the Contract that any specification or other materials (including the Supplied Items) provided by the Customer to the Company for the purpose of carrying out services shall not be:

- defamatory, offensive or abusive; or
- of an obscene, nuisance or threatening nature; or
- calculated to demean or be discriminatory of any person or vitiate their human or moral rights; and that any electronic communications (including e-mail or SMS) to be sent by the Company on behalf of the Buyer comply with the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other relevant legislation, legal instrument or guidance.

12. Linking to the Site

You agree that if you include a link from any other web site to the Site, such link must link to the full version of an HTML formatted page of the Site.

You are not permitted to link directly to any image hosted on the Site or our services, such as using an "in-line" linking method to cause the image hosted by us to be displayed on another web site.

You agree not to download or use images hosted on the Site on another web site, for any purpose, including, without limitation, posting such images on another site.

You agree not to link from any other web site to the Site in any manner such that the Site, or any page of the Site, is "framed", surrounded or obfuscated by any third party content, materials or branding.

We reserve all of our rights under the law to insist that any link to any of the Site be discontinued, and to revoke your right to link to the Site from any other web site at any time upon written notice to you.

13. Third Party Sites

You may be able to link from the Site to third party web sites and third party web sites may link to the Site (Linked Sites).

You acknowledge and agree that we have no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites.

The inclusion of a link to a Linked Site on the Site does not constitute or indicate any relationship between us and the operator of that Linked Site or any endorsement or sponsorship by us of that Linked Site. We are not responsible for any form of transmission received from any Linked Site.

14. Limitation of Liability

Notwithstanding the following exclusions and limitations Datagraphic is always willing to correct its own errors and cover the reprinting cost of any defective work up to the original cost of any particular job.

The Company does not exclude its liability (if any) to the Buyer:

- for breach of the Company's obligations arising under section 2 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
- for personal injury or death resulting from the Company's negligence;
- under section (3) Consumer Protection Act 1987;
- for any matter which it would be illegal for
- the Company to exclude or to attempt to exclude its liability; or
- for fraud;

and except only for those categories of claim Datagraphic will be under no liability to the Buyer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss) howsoever caused arising out of or in connection with:

- any of the Products, or the manufacture or sale or supply, or failure or delay in supply, of the Products, by the Company or on the part of the Company's employees, agents or subcontractors;
- any breach by the Company of any of the express or implied terms of the Contract;
- any use made or resale by the Buyer of any of the Products (which is prohibited by these Terms) or of any product incorporating any of the Products; or
- any statement made or not made, or advice given or not given, by or on behalf of the Company or otherwise under the Contract.

- all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.

Without prejudice to the foregoing and except for those categories of liability set out above which it is not legally possible to exclude or limit the Company's aggregate liability in connection with the Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused will be limited to the price payable under the Contract or if delivery is by instalments or performance is in stages, that part of the Contract to which the delivery or performance relates.

15. Passing of Risk in Physical Products and Retention of Title

Except where expressly agreed between the Company and the Buyer, delivery of the Products shall be made ex-works (delivery to take place at the Company's premises or the premises of its sub-contractors as applicable) as defined in Incoterms 2000 and any services to be provided by the Company shall be performed at the place specified in the order. Delivery of a Direct Mail Pack shall take place when the Direct Mail Pack is collected from the Company's premises or the premises of its sub-contractor (as applicable) by Royal Mail or other carrier. The Buyer will take delivery of the Products on a date to be agreed between the Parties. Delivery of the Products or performance of any agreed services will be made during the Company's usual business hours. If notwithstanding the preceding provisions the Customer has any special requirements regarding delivery (including in relation to the quantity of Products delivered, place of delivery or method of delivery) the Buyer shall request this at the time of ordering.

The Company shall use reasonable endeavours to deliver the Products or perform any agreed services within the time agreed when the Buyer places an order and, if no time is agreed, then within a reasonable time, but the time of delivery or performance shall not be of the essence. If, despite those endeavours, the Company is unable for any reason to fulfil any delivery or performance on the specified date, the Company will be deemed not to be in breach of the Contract, nor (for the avoidance of doubt) will the Company have any liability to the Buyer for direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) for any delay or failure in delivery or performance except as set out in this clause. Any delay in delivery or performance will not entitle the Customer to cancel the order unless and until the Buyer has given 10 Working Days' written notice to the Company requiring the delivery or performance to be made and the Company has not fulfilled the delivery or performance within that period. If the Buyer cancels the order in accordance with this clause then:

- the Company will issue a credit note (at the pro-rata Contract rate) to the Buyer in respect of sums which the Buyer has paid to the Company pursuant to that order or part of the order which has been cancelled; and
- the Buyer will be under no liability to make any further payments in respect of that order or part of the order which has been cancelled.

The quantity of any consignment of Products as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

If, to assist the Buyer in removing the Products from point of delivery, the Company, its employees, agents or sub-contractors load any of the Products free of charge, no liability whatsoever (except liability for death or personal injury) resulting from the Company's, its employees', agents' or its sub-contractor's negligence shall be incurred by the Company and the Buyer shall indemnify the Company, its employees, agents and subcontractors in respect of any such liability as there may be.

If the Buyer, its employees, agents or sub-contractors, request the use of the Company's property, including any lifting equipment or transport, to assist in the loading or unloading of the Products, the Buyer accepts all liability for all the associated risks and agrees to comply fully with any instructions issued by the Company.

The Company may invoice for old or obsolete Client-specific Stock at any time.

Risk in Client-specific Stock and stock which has been ordered and paid for in each case passes to the Buyer at the point it is customised or paid for respectively.

If for any reason the Buyer will not accept delivery of any of the Products when they are ready for delivery, or the Company is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

- risk in the Products will pass to the Buyer and following risk passing to the Buyer the Company shall have no liability for those Products (including for loss or damage caused by the Company's negligence);
- the Products will be deemed to have been delivered and any agreed services deemed to have been performed on the due date;
- the Company may store the Products until delivery and the Buyer will be liable for all related costs and expenses (including storage and insurance);and
- the Company may dispose of old or obsolete Client-specific Stock.

Unless otherwise expressly agreed between the parties, if the Company delivers to the Buyer a quantity of Products of up to 10% more or less than the quantity ordered, the Buyer shall not be entitled to object to or reject the Products or any of them by reason of the surplus or shortfall and shall pay for such Products at the pro rata Contract rate.

Ownership of the Physical Products (or in the case of epayslips a licence to use) shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Products and any agreed services and all other sums which are or which become due to the Company from the Buyer on any account.

Until ownership of the Physical Products passes to the Customer, the Customer must:

- hold the Products on a fiduciary basis as the Company's bailee;
- store the Products (at no extra cost to the Company) separately from all other products of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and

- maintain the Products in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

The Buyer may resell the Products before ownership has passed to it solely on the following conditions:

- any sale shall be effected in the ordinary course of the Buyer's business at full market value and the Buyer shall account to the Company accordingly; and
- any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

The Buyer grants to the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to recover them.

16. Stock Obsolescence policy for Physical Goods

The Company will hold at its premises such stocks of printed material and associated items as it deems reasonably necessary to fulfil its obligations under the Contract and will at all times manage such stock to ensure that the stock levels, and thereby the financial risks in relation to such stock borne by the Buyer, are the minimum reasonably possible.

The Company will periodically provide details of stock held and will bring to the Buyer's attention changes in stock movement pattern which may result in a cost to the Buyer pursuant to this clause. The Buyer will endeavour to keep the Company updated of any changes which may impact upon stock movement.

If there is No Demand (as defined below) for a particular item of stock in any period of six consecutive months, the Company may submit an invoice to the Buyer for 100% of the sales value to the Company of that stock. For the purposes of this clause "No Demand" shall mean either: no sales of the relevant items to the Customer during six consecutive months; or actual demand during the six month period results in the remaining stock being in excess of 12 months' requirements. If, following payment for stock by the Customer pursuant to this clause, No Demand for that stock is received in the subsequent six month period, the Company may, with the prior consent of the Buyer, dispose of the remainder of that stock.

17. Specific Disclaimer in relation to this Site

We exclude all other conditions and warranties implied by custom, law or statute as follows:

- all content and services on the Sites is provided "as is" and without warranties of any kind, either express or implied;
- we disclaim all warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose;

- we do not warrant that the functions contained in any content or your access to the Site will be uninterrupted or error-free, that any defects will be corrected or that the Site or the server which stores and transmits content to you are free of viruses or any other harmful components; and
- we do not warrant or make any representation regarding your access to, or the results of your access to, the Site (including any related or linked websites) or any content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.

Under no circumstances (including but not limited to any act or omission on our part) will we be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the Site.

To the fullest extent permitted by law, our liability is limited to the payment received and retained by us for the service provided by us. Nothing in this clause shall limit any liability for personal injury or in any circumstances involving fraud for which we are responsible.

19. Changes to these Terms

We may, in our sole discretion, revise or change these Terms (in whole or in part) or the content of the Site from time to time and at any time without notice to you.

Changes in the Terms will be effective at the time notice of the change is posted by us on the Site. It is your responsibility to check for these notices.

Your continued use of the Site and/or the content or services made available on or through the Site after any changes to the Terms are posted will constitute good evidence of acceptance of those changes.

20. Notices

All notices between the parties about the Contract must, according to the type of notice, be in Writing or by Written Notice and delivered by hand or sent by first class post, facsimile transmission or by email:

- in the case of notices to the Company, to its registered office or such address as shall be notified to the Buyer by the Company from time to time; or
- in the case of notices to the Buyer, to the registered office of the Buyer (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer from time to time.

Notices shall be deemed to have been duly served:

- if delivered by first class post, two working days after being posted;
- if delivered by hand, at the time of delivery;

- if delivered by facsimile transmission, at the time of successful transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours of transmission;
- if delivered by email, at the time of sending, provided that a confirming copy is sent by first class post to the other party within 24 hours after sending and that no notification informing the sender that the message has not been delivered has been received by the sender.

Notices addressed to the Company shall be marked for the attention of the Managing Director.

21. General

Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not. It may assign, license or sub-contract all or any part of its rights or obligations under the Contract without the Buyer's consent.

The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

The Buyer shall not during the term of the Contract and for 12 months following its termination either directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away) from the employment of the other party any person employed by the Company's group provided that nothing in this clause shall prohibit a party from engaging a person who replies to a general advert and who is not otherwise solicited or enticed.

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

If any condition or part of the Terms is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

Save as expressly stated otherwise in these Conditions the parties to this Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

If any dispute, difference, controversy, claim or question between the parties arises out of or in connection with this Agreement ("Dispute"), the parties' directors or other senior representatives with authority to settle the Dispute shall, within 14 days of a written request from one party to the other, meet in good faith to resolve the Dispute.

If the Dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless the parties otherwise agree, the mediator will be nominated by CEDR. To initiate the mediation one party must give the other party notice in writing ('ADR notice') requesting the mediation. A copy of the request should be sent to CEDR. The mediation will start between 14 and 28 days after the date of the ADR notice.

No party may commence any court proceedings in relation to the Dispute until it has used its reasonable endeavours to settle the Dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation.

This Contract shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts.

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