



A Broadridge® Company

Standard business terms and conditions for the supply of marketing services

Contract terms

1. These are the general terms and conditions, which apply to all Signal Agency Limited's ("the Agency") contracts with you ("the Client"). In these terms and conditions, any contract the Agency makes with the Client is referred to as "the Contract."
2. Unless otherwise agreed in writing by a director of the Agency, these terms and conditions shall apply to all Contracts entered into by the Agency to the exclusion of any terms and conditions contained in a Client's order or which are referred to by the Client in correspondence or negotiations. No employee of the Agency other than directors of the Agency has the authority to vary these terms and conditions.
3. Unless otherwise agreed in writing, these terms and conditions and the Contract shall be subject to and construed in accordance with English Law.
4. If any provision in these terms and conditions is held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions and the remainder of the affected provision shall continue to be valid.
5. No failure or delay by any party in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of any thereof.
6. The Agency shall not be bound by any Contract until its quotation has been accepted/signed by the Client.
7. All orders are accepted subject to the availability of resources and materials.

VAT

8. All amounts payable by the Client are exclusive of amounts in respect of VAT chargeable where applicable.
9. The Agency will assess the VAT liability of each job and will apply the appropriate VAT rate to services and/or goods. Where the Client disputes the Agency's assessment of VAT, the Client may ask the Agency to apply for a specific VAT ruling from HMRC. The Agency reserves the right to reissue an invoice if VAT has been omitted through administrative error.

Price variation

10. The Agency reserves the right to charge the Client for any additional costs incurred as a result of any of the following:
 - (a) any delay on the part of the Client;
 - (b) the quality of any materials or data supplied by the Client;
 - (c) any corrections, alterations or amendments made by the Client to the specification on which the Agency's quotation is based; and
 - (d) any changes in the law which result in extra costs to work in progress.

Payment

11. The Agency has the right to invoice the Client:
 - (a) on the completion of any specific and identifiable part of the Contract
 - (b) if the Client requests the suspension of work, or delays the completion beyond the agreed date, for work already carried out, any material specially ordered and additional costs incurred; and
 - (c) in advance for the cost of services – such as special paper makings – being carried out by third parties on behalf of the Client, where this has been agreed with the Client.
12. All payments shall be made within 30 days of the date of the relevant invoice, save for payments due in respect of third party services which the Client has agreed to pay on demand or in advance. If the Client defaults on these payment terms, the Agency shall have the right to charge interest at 3 per cent above Royal Bank of Scotland Base Rate on the balance outstanding with effect from the due date of the relevant invoice until the outstanding amount is paid in full.

Force majeure

13. Neither party is liable to the other for failure to perform the obligations described in the Contract if the failure is due to unforeseen circumstances beyond its reasonable control. Some examples of unforeseen circumstances (but not an exhaustive list) are war, riot, explosion, abnormal weather, an act of God, fire, flood, strikes, lock-out, government action or regulation (UK or otherwise), accidents, or the failure of the other party to the Contract to provide information, materials or facilities.

Claims

14. Any claim by the Client which is based upon any defect in the quality of goods, or the quantity supplied, shall be notified to the Agency within 14 days of delivery. Where the defect is not apparent on reasonable inspection, the Agency shall be notified as soon as practicable following the discovery of the defect.

Ownership and risk

15. Ownership of the goods described in the Agency's quotations shall remain with the Agency until the Client has paid the Agency in full.
16. No property, title or rights in the computer programs, systems, lists or similar items used or developed by the Agency or its suppliers in the fulfilment of this Contract shall pass to the Client.
17. Risk in any goods supplied to the Client will pass to the Client when such goods are delivered to the Client or to a third party nominated by the Client.

Data protection

18. The parties confirm that where the services provided comprise of the Agency's processing of Client personal data (as defined in Data Privacy laws (see below)), the Agency shall be the processor and the Client shall be the controller with respect to such processing.
19. If, as a consequence of the Agency's provision of the services, a party considers that the relationship between them no longer corresponds to the intention of the parties, then it shall notify the other party and the parties shall discuss and agree in good faith such steps that may be required to confirm the parties' intention.
20. Each party shall comply with the obligations imposed on it by the General Data Protection Regulation (2016/679) ("GDPR") and all local laws or regulations implementing or supplementing the GDPR ("Data Privacy Law") with regard to Client personal data processed by it in connection with the performance of the services.
21. Each party shall ensure that where the services require the processing of Client personal data, the description of the services includes the subject matter and duration of the processing; the nature and purpose of the

processing; a description of the type(s) of Client personal data processed; and a description of the categories of the data subjects comprised within the Client personal data referred to in this clause. The information referred to in this clause will be reviewed annually to ensure the information is up-to-date and relevant.

22. The Agency shall:
 - (a) only process the Client Personal Data in accordance with the documented instructions of the Client. Including transfers of Client Personal Data outside the European Economic Area, unless required to do so by EU Law to which the Agency is subject, in which event the Agency shall inform the Client of such legal requirement unless prohibited from doing so by EU Law on important grounds of public interest;
 - (b) immediately inform the Client if, in the Agency's opinion, an instruction given by the Client to the Agency under clause 22(a) infringes Data Privacy Laws;
 - (c) ensure that any persons authorised by it to process the Client personal data are subject to an obligation of confidentiality;
 - (d) implement appropriate technical and organisational measures to ensure that the Client personal data is subject to a level of security appropriate to the risks arising from its processing by the Agency or its sub-processors; and
 - (e) notify the Client without undue delay and no later than 72 hours after becoming aware of a personal data breach (as defined in the GDPR).
23. Taking into account the nature of the processing the Agency shall assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising a data subject's rights under the GDPR.
24. Taking into account the nature of the processing and the information available to the Agency, the Agency shall assist the Client with regard to the Client's compliance with its obligations set out in Articles 32 - 36 of the GDPR.
25. Upon termination of the services that required the processing of Client personal data (in whole or in part) the Agency shall, at the election of the Client, deliver up or destroy such Client personal data which is in the possession of, or under the control of, the Agency unless EU law requires the Agency to store such Client personal data.
26. The Agency shall, at the written request of the Client, provide the Client with all information necessary to demonstrate a party's compliance with its obligations under this clause and shall allow for and contribute to audits and inspections conducted by or on behalf of the Client.
27. Where required to do so by the GDPR, the Agency shall maintain written records of its processing of the Client personal data in accordance with the requirements set out in Data Privacy Laws and shall make such records available to a supervisory authority on request.
28. The Client shall ensure that:
 - (a) the supply to the Agency of Client personal data by or on behalf of the Client for the purposes of processing undertaken by the Agency and its permitted sub-processors where such processing is authorised by the Client shall comply with the Data Privacy Laws; and
 - (b) the instructions given by the Client to the Agency by operation of this clause 28 shall comply with the Data Privacy Laws.
29. Where the Agency is obliged to provide assistance to the Client, or to third parties at the request of the Client (including submission to an audit or inspection and/or the provision of information), such assistance shall be provided at the sole cost and expense of the Client, save where such assistance directly arises from the Agency's breach of its obligations under this Contract, in which event the costs of such assistance shall be borne by the Agency.
30. Notwithstanding any other provision of this Contract, the Agency shall be entitled to sub-contract any part of the services requiring the processing of Client personal data, provided that the Agency shall notify the Client in writing of its intention to engage such sub-contractor. Such notice shall give details of the identity of such sub-contractor and the services to be supplied by it. The Client shall be deemed to have approved the engagement of the sub-contractor if it has not served a notice in writing on the Agency objecting (acting reasonably) to such appointment within 7 days of the date that the notice is deemed to be received by the Client.

31. The Agency shall ensure that any sub-contracts it enters into shall be on the same terms to those set out in this Contract and in particular it shall ensure the sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in order that any processing of Agency personal data is performed in accordance with the GDPR.
32. Where, in accordance with the provisions Article 82(3) of the GDPR, both parties are responsible for the act, or omission to act, resulting in the payment of Losses by a party or both parties, then a party shall only be liable for that part of such losses which is in proportion to its respective responsibility.
33. Both parties agree to indemnify and keep indemnified the other in full against any claim that the indemnified party has infringed the Data Privacy Laws as a result of any act, omission or negligence of the other party or use of information or data supplied by the other party.

Liability

34. The Agency warrants that any services it provides to the Client shall be provided with reasonable care and skill. Except in respect of death or personal injury caused by the Agency's negligence, the entire liability of the Agency under or in connection with any Contract shall not exceed the value of such Contract.
35. Where materials or equipment are supplied or specified by the Client in connection with the Contract, the Agency shall be under no liability whatsoever for imperfect work caused by defects in or unsuitability of such materials or equipment.
36. Unless specifically agreed in writing, the Agency shall not be responsible for checking property or data received from or on behalf of the Client and shall be entitled to assume that it meets the Client's requirements in all respects.
37. The Agency will use reasonable care and skill in the execution of an order involving data entry or computer list processing, but is unable to guarantee total accuracy.
38. Where the Agency provides space on its file transfer system (FTP site) for the Client, it is the responsibility of the Client to distribute the access details within the Client's organisation as required. It is also the responsibility of the Client to ensure that access details to the FTP site are only available to authorised Client personnel. It is the Client's responsibility to submit a change request to the Agency to amend access details where the Client suspects any possible security breach.
39. The Agency will not be liable for any delay in posting or delivery, in the absence of default or neglect on our part.
40. The Agency will not be liable for any loss of profits, goodwill, consequential, economic, or indirect loss arising in any way in connection with the performance (or non performance) of the obligations related to this Contract.

Indemnity

41. The Client acknowledges that marketing and communication materials produced by the Agency are prepared on the basis of information supplied by the Client. Accordingly, the Client will indemnify us against any claims, costs and expenses arising out of any illegal, libellous or otherwise actionable matter including any infringement of copyright, patent, design or of any proprietary rights. The indemnity shall extend to any amounts paid on the advice of our solicitors in settlement of any claim.

Cancellation

42. Either party can terminate the Contract immediately on written notice, if the other materially breaches any of the terms of the Contract, and if the breach is capable of remedy, fails to remedy the breach within 14 days of receiving notification in writing specifying the breach.
43. Either of us can also end the Contract immediately, by giving notice in writing, if the other:
 - (a) convenes a meeting of its creditors; or
 - (b) becomes insolvent; or

- (c) is unable to pay its debts; or
- (d) has a receiver or administrator appointed over its assets or business; or
- (e) is the subject of a petition presented to put it into liquidation.

44. Termination of the Contract will have no effect on any rights of either party which arose on or before termination.

Errors and omissions

45. The Agency may amend errors or omissions within quotations or promotional literature without liability to the Client.

Notices

46. Any notices to be given by either party under this contract should be delivered by first class post to the address of the other party in use during the Contract. A notice will be deemed to have been served within 48 hours of posting.