



A Broadridge® Company

## Standard business terms and conditions for the supply of printed matter

### 1. Introduction and scope

- 1.1 Where no other agreement for the supply of printed matter exists between you ("the Client") and Signal Agency Limited ("the Supplier") these Standard Terms and Conditions will apply.
- 1.2 These Standard Terms and Conditions apply exclusively to supplies made by Signal Agency Limited of printed matter (and any supplies recognised by HMRC as being ancillary to printed matter). Any other supplies made by Signal Agency Limited will always be governed by a separately negotiated contract for marketing services, or an agency agreement for postage, or separate standard terms for the supply of marketing services.
- 1.3 For the avoidance of doubt, where a Contract for the Supply of Printed Matter is in place between both parties, and its term has not expired, then the terms of that Contract will prevail over these Standard Terms and Conditions.

### 2. Supplier's status

- 2.1 The Supplier acts as a principal when supplying printed matter.

### 3. Approvals and authority

- 3.1 A purchase by the Client under these Terms will only be initiated in writing – whether in the form of electronic data interchange, purchase order from the Client, or by written acceptance from a Client employee of a Supplier quotation (in each case an 'Order').
- 3.2 The Supplier will not enter into commitments with any sub-contractors without an Order.
- 3.3 The written approvals of proofs by a Client employee will be sufficient authority for the Supplier to proceed to production.

### 4. Amendments to work in progress

- 4.1 In the event of any cancellation or amendment the Client may request, the Supplier will take all reasonable steps to comply, provided that they can do so within their contractual obligations to their sub-contractors.
- 4.2 In the event of any such cancellation or amendment, the Client will reimburse the Supplier for any charges or expenses incurred by the Supplier to which it is committed. The Client will pay the Supplier for all internal

costs incurred by the Supplier up to the point of cancellation, as well as any charges imposed on the Supplier by third parties arising from the cancellation or amendment.

- 4.3 Where the Client amends its instructions, these will be confirmed back to the Client in the form of an updated quotation (or schedule). The Client may confirm these changes by signing and returning the revised quotation.

## **5. Payment terms**

- 5.1 The Supplier has the right to invoice the Client on completion of any specific and identifiable part of an Order.
- 5.2 Supplier invoices to the Client will reference the Supplier quotation number (or Client's purchase order number if supplied).
- 5.3 Payment terms are 30 days from the date of the relevant invoice. Late payment interest will apply at the rate of 3% above the Royal Bank of Scotland base rate for all overdue balances.

## **6. Value added tax (VAT)**

- 6.1 The Supplier will assess the VAT liability of each supply and will apply the appropriate VAT rate to each printed item, or package of printed items.
- 6.2 The Supplier will assess all job quotations in order to comply with VAT relief legally and properly available.
- 6.3 Where the Client disputes the Supplier's assessment of VAT, the Client may ask the Supplier to apply for a specific VAT ruling from HMRC.
- 6.4 All amounts payable by the Client are exclusive of amounts in respect of VAT chargeable where applicable.

## **7. Sub-contracting**

- 7.1 The Supplier will use reasonable care and skill in the selection and appointment of any sub-contractors required to deliver printed goods under this Agreement.
- 7.2 The Client consents to the Supplier sub-contracting within its roster of approved suppliers.

## **8. Confidentiality**

- 8.1 The Supplier hereby agrees to treat as secret and confidential and not at any time for any reason to disclose to any person, or otherwise make use of, or permit to be made use of, any information relating to the Client's business affairs or finances where such knowledge or information was received during the Term of the Agreement.

- 8.2 The obligations of confidence referred to in clause 8.1 shall not apply to any confidential information which:
- 8.2.1 is in the possession of and is at the free disposal of the Supplier or is published or is otherwise in the public domain prior to the receipt of such information by the Supplier; or
  - 8.2.2 is or becomes publicly available on a non-confidential basis through no fault of the Supplier; or
  - 8.2.3 is received in good faith by the Supplier from a third party who on reasonable enquiry by the Supplier claims to have no obligations of confidence to the Client in respect of it and imposes no obligations of confidence upon the Supplier.
  - 8.2.4 is required to be disclosed by law.

## 9. Warranties

- 9.1 The Supplier hereby warrants to the Client that:
- 9.1.1 all printed matter supplied is fit for purpose, conforms to the specifications agreed by the Client, or supplied by the Client, to quality levels and tolerances agreed with the Client, or in absence of such agreement, to accepted trade standards.
  - 9.1.2 it will do nothing to bring the name or reputation of the Client into disrepute in any way whatsoever;
  - 9.1.3 it will execute each Order from the Client with reasonable care and skill.
- 9.2 Unless otherwise specifically agreed by the parties in writing, the Supplier shall not be responsible for checking the property or data received from, or on behalf of, the Client and shall be entitled to assume that such property or data meets the Client's requirements in all respects.
- 9.3 The Supplier shall use all reasonable care and skill in the execution of each Order from the Client under this Agreement which involves data processing, but the Supplier is unable to guarantee total accuracy in relation thereto.
- 9.4 Where the Supplier 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 Supplier to amend access details where the Client suspects any possible security breach.

## 10. Data protection

- 10.1 The parties confirm that where the services provided comprise of the Supplier's processing of Client personal data (as defined in Data Privacy laws (see below)), the Supplier shall be the processor and the Client shall be the controller with respect to such processing.

- 10.2 If, as a consequence of the Supplier'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.
- 10.3 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.
- 10.4 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.
- 10.5 The Supplier shall:
- 10.5.1 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 Supplier is subject, in which event the Supplier shall inform the Client of such legal requirement unless prohibited from doing so by EU Law on important grounds of public interest;
  - 10.5.2 immediately inform the Client if, in the Supplier's opinion, an instruction given by the Client to the Supplier under clause 10.5.2 infringes Data Privacy Laws;
  - 10.5.3 ensure that any persons authorised by it to process the Client personal data are subject to an obligation of confidentiality;
  - 10.5.4 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 Supplier or its sub-processors; and
  - 10.5.5 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).
- 10.6 Taking into account the nature of the processing the Supplier 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.
- 10.7 Taking into account the nature of the processing and the information available to the Supplier, the Supplier shall assist the Client with regard to the Client's compliance with its obligations set out in Articles 32 - 36 of the GDPR.

- 10.8 Upon termination of the services that required the processing of Client personal data (in whole or in part) the Supplier 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 Supplier unless EU law requires the Supplier to store such Client personal data.
- 10.9 The Supplier 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.
- 10.10 Where required to do so by the GDPR, the Supplier 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.
- 10.11 The Client shall ensure that:
- 10.11.1 the supply to the Supplier of Client personal data by or on behalf of the Client for the purposes of processing undertaken by the Supplier and its permitted sub-processors where such processing is authorised by the Client shall comply with the Data Privacy Laws; and
- 10.11.2 the instructions given by the Client to the Supplier by operation of this clause 10.11 shall comply with the Data Privacy Laws.
- 10.12 Where the Supplier 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 Supplier's breach of its obligations under this Contract, in which event the costs of such assistance shall be borne by the Supplier.
- 10.13 Notwithstanding any other provision of this Contract, the Supplier shall be entitled to sub-contract any part of the services requiring the processing of Client personal data, provided that the Supplier 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 Supplier objecting (acting reasonably) to such appointment within 7 days of the date that the notice is deemed to be received by the Client.
- 10.14 The Supplier 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 Supplier personal data is performed in accordance with the GDPR.
- 10.15 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.

- 10.16 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.

## **11. Indemnity**

- 11.1 Subject to Clause 12, the Client will indemnify and keep indemnified the Supplier against all reasonable costs, expenses, damages or losses suffered by or payable by the Supplier arising from any claim that the Supplier has infringed the intellectual property rights of any third party as a result of any information or data supplied by the Client pursuant to this Agreement.

- 11.2 Subject to Clause 12, the Supplier will indemnify and keep indemnified the Client against all costs, expenses, damages or losses suffered by or payable by the Client arising from any claim that the Client has infringed the intellectual property rights of any third party as a result of any information or data supplied by the Supplier pursuant to this Agreement.

## **12. Limitation of liability**

- 12.1 Nothing in this Agreement shall exclude or in any way limit the Supplier's liability for fraud, or for death or personal injury caused by its negligence. Subject to this but including any liability arising under any indemnity under this Agreement:

12.1.1 The Supplier's maximum aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total remuneration payable to the Supplier specified in the Order.

12.1.2 The Supplier will not be liable under this Agreement for any loss of actual or anticipated income or profits, loss of contracts, or for any special, indirect or consequential loss or damage of any kind howsoever arising, and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

12.1.3 Where the Supplier is unable to resupply mail packs that do not meet the specification agreed because they have already been released to the Royal Mail or other distributor, the Supplier's liability will not exceed the production cost of the percentage of unacceptable mail packs.

## **13. Force majeure**

- 13.1 Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement 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 Client to provide information, materials or facilities.

## **14. Acceptance**

- 14.1 Any claim by the Client that the products or services do not meet the agreed specification (as described in a quotation) shall be notified to the Supplier within 7 days of delivery. Where the defect is not apparent on reasonable inspection, the Supplier shall be notified as soon as practicable following the discovery of the defect. The Supplier will in the first instance make good and resupply as soon as reasonably possible.
- 14.2 In the event that there is disagreement between the Supplier and the Client over whether the printed matter supplied meets the agreed specification the dispute will be referred to an independent arbitrator acceptable to both parties, whose decision shall be final.

## **15. Ownership and risk**

- 15.1 Ownership of any printed goods supplied under this Agreement shall remain with the Supplier until the Client has paid the Supplier in full.
- 15.2 Risk in any goods supplied under this Agreement will pass to the Client when such goods are delivered to the Client (or a third party nominated by the Client in writing).

## **16. Assignment**

- 16.1 Neither party shall assign, transfer, change or deal in any other manner with this Agreement or any of its rights under it, without the prior written consent of the other party.

## **17. Entire agreement**

- 17.1 These Terms and Conditions constitutes the entire Agreement and understanding of the parties and supersedes any terms and conditions contained in a Client's Order, or which are referred to by the Client in correspondence and negotiations.
- 17.2 No variation of this Agreement shall be valid unless it is in writing and signed by a director of the Supplier.
- 17.3 This Agreement shall be considered and interpreted in accordance with the laws of England and Wales.