BBS Terms & Conditions of Business

Definitions

In these Terms and Conditions, the following words shall have the following meanings:

- "The Company" means **Border Business Systems Ltd** a company registered in England and Wales under company number **01515822**, whose registered office is at **37 Abenbury Way, Wrexham, LL13 9FS**, together with its successors and assigns.

- "The Client" means the person, firm, or company who instructs The Company to carry out work or supply goods or services, whether by placing an order, accepting a quotation, or otherwise, and includes that party's successors and permitted assigns.

- "The Contract" means the contract between The Company and The Client for the supply of work, goods, or services, comprising these Terms and Conditions, the relevant quotation as countersigned or accepted by The Company in accordance with Clause 2, and any other documents expressly incorporated by reference (including the Data Protection Agreement referred to below).

- "Writing" includes email and other electronic communication capable of being reproduced in legible form, unless otherwise stated.

Terms of Business

1. a) These Terms and Conditions supersede any of The Company's earlier sets of Terms and Conditions, or any practice or course of trading previously existing between The Company and The Client. These Terms and Conditions are to take priority in any contract between The Company and The Client. No variation or departure from these Terms and Conditions shall have any force or effect whatsoever unless otherwise agreed in writing by a director of The Company.

   b) The parties shall not be prejudiced by any forbearance granted by them and no waiver of breach of contract shall affect their rights in any other case.

   c) If any court or tribunal should hold any part of these conditions to be void, the remainder of these conditions shall be read and take effect as if such part were excluded herefrom.

   d) These conditions and all other terms of The Contract shall be governed and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with The Contract.

   e) Neither party shall at any time use or disclose to any other person, except with the written consent of the other party or, in The Company's case, in the proper course of performing its obligations under The Contract, any trade secrets or confidential information concerning the business or affairs of the party which it may acquire in connection with The Contract, until the same becomes part of the public domain otherwise than by breach of this obligation.

2. a) Any quotation submitted by The Company is without engagement on The Company's part and no contract shall be made between The Company and The Client until The Company has countersigned the quotation as acceptance of order, which will form the basis of a contract between the two parties; until that time, The Company may revise or withdraw a quotation at any time.

   b) If The Client wishes to cancel The Contract after acceptance by The Company, The Client shall pay The Company:
   i) the full cost of all materials ordered and work carried out up to the date of cancellation; plus
   ii) any expenses reasonably and necessarily incurred by The Company as a direct result of the cancellation.
   Such sums shall become payable forthwith upon cancellation.

3. a) Quotations are submitted by The Company on the basis that the whole work quoted for will be ordered. The price is based on information available to The Company at the date of quotation and may be adjusted in the event of any increase in costs between that date and the date of performance. The Company reserves the right to correct quotations and invoices where typographical, clerical or other errors have been made.

   b) Prices are quoted ex-works and net of VAT. The Company shall be entitled to charge VAT at the current rate.

   c) When purchasing material on behalf of The Client, The Company reserves the right to part-invoice for such material in the month of manufacture.

4. a) Performance of work shall be accepted by The Client when tendered and shall be invoiced by The Company upon such tender or notification that the work has been completed, if earlier.

   b) If The Client should fail to accept delivery when tendered, The Company shall be entitled to impose storage charges and to suspend any other work being carried out.

   c) If work should be suspended at The Client's request or delayed by any default on The Client's part for more than 7 days or if work should be suspended, The Company shall be entitled to immediate payment for materials ordered, expenses incurred and work carried out.

   d) A credit account may be opened by The Client, subject to satisfactory references and guarantees, if required. Where a credit account has been opened, payment shall be made in accordance with the term of credit and, unless otherwise agreed in writing, payment shall be made within 30 days from the date of invoice. The Company shall be entitled to cancel credit arrangements at any time when it shall have grounds for doubting that payment will be made on the date for payment.

   e) The Company reserves the right to require such payment on account as it may consider appropriate.

   f) In the event of a default by The Client in payment of any sum by the due date, The Company shall be entitled to charge interest from the date of invoice at 4% above the Bank of England base rate, to cancel existing credit arrangements and to suspend or cancel work for such Client.

   g) Without prejudice to its remedies, The Company shall have a general lien on all property of The Client in its possession, whether worked on or not, for all debts owed by The Client and shall be entitled, on the expiry of 21 days' written notice to The Client to dispose of such property and to apply the net proceeds in reduction of such debt.

   h) The Client shall not be entitled to withhold any payment due to The Company because of the existence of any complaint or dispute whether in respect of the same or another contract between the parties.

   i) In the case of The Client not being resident in the UK, payment shall be made in Pounds Sterling.

5. a) Where The Contract provides for performance at various agreed dates (instalments), there shall be deemed to be a separate contract for each instalment and payment for each instalment shall be due as specified hereunder.

   b) Any defect in one instalment shall not affect The Contract in respect of any other instalment.

   c) The Client shall not be entitled to reject any instalment on the grounds that an incorrect quantity of work has been undertaken or that work has been mixed with any other work to be undertaken for The Client.

6. a) The Company will endeavour to perform The Contract by agreed dates, but time for performance by The Company shall not be of the essence of The Contract.

   b) The Company shall not be liable for any failure or delay in performing its obligations under The Contract where such failure or delay results from any cause beyond The Company's reasonable control, including but not limited to: Act of God; war, invasion, act of foreign enemies, terrorism, or the threat of terrorism; civil war, riot, rebellion, insurrection, or civil unrest; epidemic, pandemic, or other public health emergency; action taken by government or public authority, including quarantine restrictions, lockdown, or export/import restrictions; fire, flood, storm, or natural disaster; strikes, lockouts, or other industrial action (whether involving The Company's workforce or that of a third party); breakdown of machinery or equipment; delay in transit or postal delay; or shortage of labour, fuel, energy, or materials. Where such an event occurs, The Company shall notify The Client as soon as reasonably practicable and the time for performance shall be extended for a period corresponding to the delay caused. If such an event continues for more than 30 days, either party may terminate The Contract by written notice, in which case The Client shall pay The Company for all work carried out and materials ordered up to the date of termination.

7. The Company shall be entitled to sub-contract to third parties any work to be done pursuant to an order accepted by The Company.

8. a) The goods shall at all times remain The Client's risk and The Client shall effect such insurances as it shall consider appropriate. Client's goods shall include material printed by The Company or The Company's printers to meet The Client's order, also material taken out of stock or earmarked for The Client's order.

   b) Title to goods supplied shall not pass to The Client until all payments due to The Company under The Contract have been made in full.

9. In the performance of The Contract, The Company shall be entitled to all normal trade tolerances and margins.

10. Copyright in lists, envelopes, labels, data held physically or digitally, and all other materials supplied by The Company shall remain in The Company.

11. a) In the event of work undertaken by The Company being defective by reason of any fault for which The Company shall be responsible, The Company shall at its option rectify such defect or refund a due proportion of The Contract price, exclusive of postage. The Company will accept no liability for any indirect or consequential loss, nor for any loss of anticipated profit, nor for any loss other than direct loss incurred by The Client.

    b) The Client recognises that minor errors and omissions will arise and shall not constitute a breach of The Contract.

    c) The Company's liability under paragraph (a) shall be conditional upon The Client notifying The Company in writing of such defect within 14 days of performance of the work and providing such evidence of defects as The Company may reasonably require.

    d) Except insofar as any statutory provision shall provide to the contrary, the undertaking in paragraph (a) is given in lieu of all warranties and conditions, express or implied, as to the quality of the work or otherwise and The Company shall have no other liability for defective work and The Client shall indemnify The Company against any claims in respect thereof by any third party.

    e) The Company shall have no liability for goods lost, damaged or delayed in transit.

12. a) The Company shall not be required to handle or deal with any matter which in its opinion is or may be of an illegal or libellous nature or might infringe any third party rights or cause The Company to incur any criminal or tortious liability and may at any time refuse or cease to handle or deal with such matter.

    b) The Client shall indemnify The Company against any liability, expense or loss, which it may incur in connection with such matter.

13. Mailing Services, Fulfilment and Digital Printing - Whilst The Company shall endeavour to use packaging material conforming to sample of specification this cannot be guaranteed and The Company shall be entitled to substitute suitable alternative material. If The Company is unable to package The Client's goods in this matter, it shall offer an alternative packaging material and advise The Client of any change in the price and delivery date. The Client shall notify The Company within 7 days or such shorter period as The Company may specify whether the alternative material, price and delivery date are acceptable. If The Client does not accept within such period, The Company shall be entitled to terminate The Contract and The Client shall collect its goods from The Company within 7 days. The Company shall not be liable to The Client for any loss or damage suffered as a result of such alteration or termination of The Contract.

14. a) The Client shall be responsible for ensuring that the goods supplied by it, including packaging materials and address labels and external markings:
    i) Conform to the specifications in the quotation and Royal Mail requirements. The Company shall not be responsible for inspecting such goods. The price does not include costs which may be incurred in altering or replacing such goods.
    ii) Shall be delivered punctually and The Company shall be entitled to impose an additional charge if goods are delivered before or after the agreed date.

    b) The Client shall ensure that all goods supplied by it are accompanied by a delivery advice note, and goods to be packaged and packaging materials shall be delivered on pallets and packed and delivered in such manner as to withstand normal storage and handling.

    c) The Client acknowledges that it is impractical for The Company to check the contents of all goods delivered on arrival at The Company's premises and that The Company's outturn figures, i.e. the work despatched from The Company's premises shall be accepted as final.

15. The Company shall be entitled to charge for Client's corrections on or after the first proof, including alterations in style, type of printing, ink and method of packaging. The Company shall not be responsible for any error in a proof approved by The Client.

16. Storage charges apply at £10.00 per pallet per week or part thereof for pallets delivered more than 30 days before production or which remain in our warehouse more than 14 days after completion of production. Unless we receive instructions to the contrary, overs of mailing materials and source materials including hard copy items sent for data capture which are not collected will be destroyed 30 days after completion of a job.

17. Data Protection - Where The Company processes personal data on behalf of The Client in connection with The Contract, such processing shall be governed by The Company's Data Policy as set out on our website at **bbsltd.co.uk,** or a Data Sharing Agreement if one has been specifically agreed between The Company and The Client.

    a) The terms of the Data Policy, or if applicable, the client-specific Data Sharing Agreement, are incorporated into and form part of The Contract. The Client's acceptance of a quotation, placement of an order, or continued instruction of The Company to carry out work involving the processing of personal data shall constitute acceptance of the Data Policy or, if applicable, the client-specific Data Sharing Agreement whether or not The Client has countersigned and returned it.

    b) In the event of any conflict between these Terms and Conditions and the Data Policy or, if applicable, the client-specific Data Sharing Agreement, in respect of the processing of personal data, the Data Policy or client-specific Data Sharing Agreement shall take precedence.

    c) The Client warrants that it has all necessary rights, consents, and lawful bases required under applicable data protection legislation (including the UK GDPR and the Data Protection Act 2018) to instruct The Company to process the personal data provided to it, and shall indemnify The Company against any loss, liability, or claim arising from The Client's breach of this warranty.

18. Privacy Policy - The Company processes personal data relating to The Client and its representatives (including names, contact details, and billing information) in accordance with its Privacy Policy, a copy of which is available on the website at **bbsltd.co.uk** or on request.

    a) The Privacy Policy does not form part of The Contract but explains how The Company collects, uses, and safeguards such personal data in its capacity as a data controller, in accordance with the UK GDPR and the Data Protection Act 2018.

    b) By entering into The Contract, The Client acknowledges that it has had the opportunity to review the Privacy Policy. The Company may update the Privacy Policy from time to time, and the current version in force at any time shall apply.

    c) Nothing in this Clause 18 affects The Client's obligations, or The Company's obligations, under Clause 17 (Data Protection Agreement) in respect of personal data processed by The Company on The Client's behalf.

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