

Terms for the Supply of Services

These terms and conditions supersede all previous conditions, including any Customer terms and conditions and shall not be superseded, varied or waived without the express written consent of Severn.

1. Basis of our contract

1.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms.

OR

1.1 This agreement together with any Order Form(s), and any other Project Documents will operate as a framework agreement which defines the contractual terms and conditions under which Severn will supply Services to the Customer.

1.2 The Order shall only be deemed to be accepted when Severn issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

1.3 Any samples, drawings, descriptive matter or advertising issued by Severn, and any descriptions or illustrations contained in Severn's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

1.4 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.5 Any quotation given by Severn shall not constitute an offer, and is only valid for a period of 14 Business Days from its date of issue.

2. Supply of Services

2.1 Severn shall supply the Services to the Customer in accordance with the Specification in all material respects.

2.2 Severn shall use all reasonable endeavours to meet any performance dates to provide the Services or any parts thereof and/or for the delivery of any Deliverables specified in the Specification, but any such dates shall be estimates only and time for the performance of the Services or the delivery of any Deliverables by Severn shall not be of the essence of the Contract.

2.3 Severn shall take all reasonable steps to comply with any requests from the Customer to amend or halt any Services or cancel any Order in progress, insofar as this is possible. Any amendments or cancellation shall be implemented by Severn provided that the Customer shall be responsible for any costs or expenses incurred or to which Severn is committed to prior to, or as a result of, the cancellation or amendment. The Customer shall also pay Severn's Charges covering the cancelled or amended Services, as well as any costs imposed on Severn by third parties arising from the cancellation or amendment.

2.4 Severn reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Severn shall notify the Customer in any such event.

2.5 Severn warrants to the Customer that the Services will be provided using reasonable care and skill.

2.6 Severn may at its absolute discretion (including to protect its Intellectual Property Rights) replace any material supplied by the Customer with materials of similar or better quality.

2.7 The Services are undertaken by Severn on the basis that any proofs provided will be diligently checked by the Customer and approved prior to production of the Deliverables. Severn shall not be liable for any errors (including errors introduced by Severn) not corrected by the Customer where the Customer has been provided with proofs. Where the Customer waives any requirement to examine proofs Severn shall not be liable for any errors in the finished Deliverables whatsoever and shall be indemnified by the Customer against all resulting losses. In all cases, the Customer acknowledges and agrees that it is liable for any claims made against Severn, by any third party or otherwise, in relation to the finished Deliverables.

2.8 Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs it is agreed and accepted by the Customer that a reasonable variation in colour between the proofs and the completed job will be acceptable (unless otherwise specifically agreed in writing).

2.9 The Deliverables shall, unless otherwise agreed in writing, be delivered to the Customer at the kerbside at the Customer's address as advised by the Customer in writing prior to despatch and the Customer shall make all arrangements necessary to take delivery of the Deliverables including off-loading, further transportation and storage whenever tendered for delivery.

2.10 Severn may deliver the Deliverables by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the Contract. The failure of the Customer to pay for any one or more of the said instalments on the due dates, shall entitle Severn (at its sole option) without notice to suspend further deliveries of Deliverables pending payment by the Customer and/or treat this contract as repudiated by the Customer.

2.11 Delivery requirements other than as specifically agreed in advance by Severn in writing, including expedited delivery, difficult access and significant distance from vehicular access shall entitle Severn to make additional charges.

3. Customer's obligations

3.1 The Customer shall: (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate; (b) co-operate with Severn in all matters relating to the Services; (c) provide Severn with such information and materials as Severn may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; (d) guarantee, represent and warrant that it has all appropriate and necessary right and authority to use such text, images, designs or other Materials and that Severn's provision of the Services will not infringe any trade mark, copyright or right of any other party; (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; (f) ensure in respect of any Materials containing personal data which it supplies to Severn that such personal data has been collected, stored and processed at all times in accordance with applicable Data Protection Legislation and in compliance with clause 9 below; (g) keep all materials,



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equipment, documents and other property of Severn (**Severn Materials**) at the Customer's premises in safe custody at its own risk, maintain Severn Materials in good condition until returned to Severn, and not dispose of or use Severn Materials other than in accordance with Severn's written instructions or authorisation; and, (h) without the prior written consent of Severn at any time from the Commencement Date to the expiry of 6 months after the completion of the Contract solicit or entice away from Severn or employ any person who is or has been employed by Severn and has been involved in the provision of the Services and/or the Deliverables.

- 3.2 If Severn's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**): (a) without limiting or affecting any other right or remedy available to it, Severn shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Severn's performance of any of its obligations; (b) Severn shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Severn's failure or delay to perform any of its obligations as set out in this clause 3.2; and (c) the Customer shall reimburse Severn on written demand for any costs or losses sustained or incurred by Severn arising directly or indirectly from the Customer Default.
- 5.3 The Customer warrants to Severn that all names, addresses and any other information supplied to Severn in connection with the provision of delivery services is accurate and that the Customer has full authority to use such data and personal data for the purpose of delivery and the Customer will indemnify Severn from and against all claims, costs and other losses arising from Severn's use of the data in connection with providing the delivery services except to the extent that such losses arise from the sole direct and negligent default of Severn in cleaning or otherwise verifying the data provided always that Severn shall be under no obligation to clean or otherwise verify any data provided to it by the Customer except where such services are specifically requested and form part of the mailing services and which will be subject to a separate additional charge. Any cleaning or verification of data undertaken by the Seller will be subject to clause 2.7 namely on the basis that a proof will be provided, diligently checked by the Customer and approved prior to the provision of the mailing services and Severn shall not be liable for any errors (including errors introduced by Severn) not corrected by the Customer where the Customer has so been provided with proofs.

4. Storage

- 4.1 All property supplied to Severn by or on behalf of the Customer shall, while it is in Severn's possession or in transit to or from Severn, be deemed to be at the Customer's risk unless otherwise agreed in writing.
- 4.2 Severn shall be entitled to make reasonable charges, at any time, for the storage of any property supplied by or on behalf of the Customer before or after acceptance of an Order by Severn.

- 4.3 On completion of the Deliverables Severn will store the Materials for a maximum of one month after which time, if the Customer has not retrieved these, Severn may destroy them without notice.

5. Charges and payment

- 5.1 Estimates are based on Severn's current costs of production and, unless otherwise agreed in writing, are subject to amendment at any time to meet any rise or fall in such costs that occur prior to delivery.
- 5.2 All work carried out shall be chargeable including work carried out prior to an Order and in any case whether or not the Customer agrees to it being carried forward to production.
- 5.3 Estimates of quantities are conditional on margins of 5% for Deliverables being allowed for "overs" and "unders" which will be chargeable or deductible, unless otherwise agreed in writing.
- 5.4 Any additional Work required by reason of the Customer supplying inadequate copy, incomplete or incorrect instructions or insufficient material or late delivery of any of them shall be chargeable.
- 5.5 If the Services are suspended or delayed for any reason other than the default of Severn then Severn shall be entitled to charge for storage and for loss or wastage of materials and other resources to the extent they cannot otherwise be used. In the event that such suspension or delay extends for more than 30 days Severn shall be entitled to immediate payment for all Services already carried out including materials and all additional costs.
- 5.6 Unless otherwise agreed in writing, the Charges for the Services shall be calculated on a time and materials basis. Severn shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Severn engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Severn for the performance of the Services, and for the cost of any materials.
- 5.7 The Customer shall pay each invoice submitted by Severn: (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by Severn and confirmed in writing to the Customer; and (b) in full and in cleared funds to a bank account nominated in writing by Severn. Time for payment shall be of the essence of the Contract.
- 5.8 Estimates are given exclusive of all taxes and the Customer will pay all value added tax chargeable (**VAT**) and other taxes applicable.
- 5.9 If the Customer fails to make a payment due to Severn under the Contract by the due date, then, without limiting Severn's remedies under this agreement or law, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 5.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.11 Unless credit facilities have been agreed in writing payment shall become due prior to delivery of the Services and Severn may, at its absolute discretion, require part or full payment in advance to starting the Services.

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6. Credit Facilities

- 6.1 If credit facilities are granted by Severn payment is due within 30 days of the date of invoice unless specifically otherwise agreed in writing. If any invoice remains unpaid by the due date interest and other charges will apply in accordance with section 5A and/or section 6 of the Late Payment of Commercial Debt (Interest) Act 1998 as amended and in addition all invoices (including those not otherwise then due for payment) shall become due and payable immediately and in any event all costs reasonably incurred by Severn in collecting payment of any invoices shall be payable by the Customer.
- 6.2 Credit facilities shall only be granted to Customers who complete Severn's credit account application form and who satisfy Severn's criteria from time to time applicable. Such facilities may be withdrawn by Severn at any time without notice and without giving reasons in which event all invoices (whether or not otherwise due and payable) shall become due and payable immediately.

7. Acceptance and Refunds

- 7.1 The Customer shall be deemed to have accepted the Deliverables on delivery. The Customer shall inspect all Deliverables within 24 hours of delivery and shall within 48 hours notify Severn of any defects, with a clear explanation as to the reason for them to have been found to be defective, or why they are not delivered in accordance with the Contract.
- 7.2 In the case of damage, delay or loss of Deliverables in transit or of non-delivery the Customer shall notify Severn and the carrier within 48 hours of delivery (or, in the case on non-delivery, within 72 hours of notification of despatch) and any claim must be made in writing to Severn and the carrier within 4 days of delivery (or, in the case of non-delivery, within 5 days of notification of despatch).
- 7.3 Severn reserves the right to rectify defective Services by reprinting and the Customer acknowledges that they shall not be entitled to a refund.
- 7.4 If Severn offers to replace any of the Deliverables the Customer agrees to accept replacement as a suitable remedy unless they can show clear and reasonable cause for refusing to do so.
- 7.5 If the Customer opts to have the Deliverables rectified by a third party without reference to Severn the Customer agrees that they waives their right to any remedy from Severn.
- 7.6 In each case (whether Severn have been notified or not) if the Deliverables which the Customer deems are defective or not in accordance with the Contract are not returned to Severn within 10 days of delivery, the Deliverables will be deemed to have been accepted and Severn will have no liability to the Customer to rectify or replace those Deliverables and the Customer shall be liable to pay for the Order in full.

8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights in the Deliverables (excluding Customer Materials) shall be owned by Severn. Legal and beneficial title to the Deliverables shall only pass to the Customer when Severn has received cleared payment for all sums owed to it by the Customer in full. Unless otherwise agreed, Severn shall procure the grant to the Customer of a non-exclusive, non sub-licensable, licence to copy any third party

- content in the Deliverables for the purpose of receiving and using the Services and the Deliverables for the specific limited business purposes agreed in the Specification.
- 8.2 The Customer grants Severn a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Severn for the term of the Contract for the purpose of providing the Services to the Customer.

9. Data protection and data processing

- 9.1 The Customer shall own all right title and interest in and to all the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 9.2 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 9.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Severn is the data processor (as defined in the Data Protection Legislation).
- 9.4 Without prejudice to the generality of clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to Severn for the duration and purposes of the Contract.
- 9.5 The Customer shall provide Severn with a detailed description of the data processing activities, including the personal data concerned, as set out in Annex 1, and warrants that such description will be accurate, complete, and sufficient to satisfy the Data Protection Legislation.
- 9.6 Without prejudice to the generality of clause 9.1, Severn shall, in relation to any Personal Data processed in connection with the performance by Severn of its obligations under the Contract: (a) process that Personal Data only on the written instructions of the Customer, unless Severn is otherwise required to do so by the laws of any member of the European Union or by the laws of the European Union that apply to Severn (Applicable Laws). Where Severn is required by Applicable Laws to process Personal Data, Severn shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prevent Severn from notifying the Customer; (b) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures; (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and Severn complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and complies with reasonable instructions notified to it in advance by the Customer with respect to the processing



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of the Personal Data; (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (f) notify the Customer without undue delay on becoming aware of a Personal Data breach; (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 9.

9.7 The Customer authorises Severn to appoint (and permit each third party processor appointed in accordance with this clause 9 to appoint) third party processors in accordance with this clause 9 and any restrictions in the Agreement, subject to Severn in each case having entered into a written agreement with the third party processors, incorporating terms which are substantially similar to those set out in this clause 9. Severn shall give the Customer prior written notice of the appointment of any new third party processor, and provide the Customer with full details of the processing to be undertaken by the third party processor. If the Customer objects (on reasonable grounds) to the proposed appointment, the Customer may terminate the Agreement by providing Severn with 30 days' written notice.

10. Limitation of Liability

- 10.1 If there is an error in the Deliverables, or publication is delayed or does not occur as planned, Severn will not be liable unless caused directly by its negligent default or neglect.
- 10.2 Nothing in the Contract shall limit or exclude Severn's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 10.3 Subject to clause 10.2, Severn shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; or (g) any indirect or consequential loss.
- 10.4 Severn's maximum aggregate liability to the Customer under or in connection with this Contract in any 12 month period, whether such claim arises in contract or in tort (including negligence), or otherwise shall in no circumstances exceed the Charges payable by the Customer over that 12 month period.
- 10.5 This Contract states the full extent of Severn's obligations and liabilities in respect of the Deliverables and the performance of the Services. The parties agree that any condition, warranty, representation or other form concerning the Deliverables and/or the performance of the Services which might otherwise be implied into or incorporated in this Contract, whether by

statute, common law or otherwise, is excluded to the maximum extent permitted by law.

10.6 This clause 10 shall survive termination of the Contract.

11. Complaints

Complaints must be made within 48 hours of receiving the Deliverables. The complaint will be assessed and if Severn deems it necessary a reprint may be offered. Any complaints made after 48 hours are automatically void of any offer to reprint and will not be assessed.

12. Termination

- 12.1 The Customer may cancel the Order prior to completion of the Deliverables in which event the Customer shall pay to Severn all charges, costs (including anticipated profit costs) and ancillary expenses incurred by Severn in respect to the Order, up to the date of cancellation, within 30 days, in full.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if: (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so; (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3 Without affecting any other right or remedy available to it, Severn may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 12.4 Without affecting any other right or remedy available to it, Severn may suspend the supply of Services under the Contract or any other contract between the Customer and Severn if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in this clause, or Severn reasonably believes that the Customer is about to become subject to any of them.
- 12.5 A Contract for the printing of a Periodical Publication may not be terminated by either party unless: (a) at least 13 weeks' written notice is given in the case of Periodical Publications produced monthly or more frequently; or (b) 26 weeks' notice is given in writing in the case of other Periodical Publications provided always that the Customer shall in addition be liable for any materials purchased or other costs expended or provided for by Severn acting reasonably in anticipation of future printing of such Periodical Publication. Severn may terminate any such Contract for Periodical Publication on 7 days' written notice if

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any sum due under it is outstanding and remains unpaid at the expiry of such notice.

13. Consequences of termination

- 13.1 On termination of the Contract: (a) the Customer shall immediately pay to Severn all of Severn's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Severn shall submit an invoice, which shall be payable by the Customer immediately on receipt; (b) the Customer shall return all of Severn's materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Severn may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. General

Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Assignment and other dealings. (a) Severn may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Severn.

Confidentiality. (a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or Severns of the other party, except as permitted by clause (b) below. (b) Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

Entire agreement. (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter; (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract; (c) Nothing in this clause shall limit or exclude any liability for fraud.

Variation. Except as set out in these Terms, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

Notices. (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email [to martinc@severnprint.co.uk](mailto:martinc@severnprint.co.uk) (b) any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be

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governed by, and construed in accordance with the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any

dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

The following definitions and rules of interpretation apply in these Terms.

Business Day:	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges:	the charges payable by the Customer for the supply of the Services in accordance with clause 5 (<u>Charges and payment</u>).
Commencement Date:	has the meaning given in clause 1.
Terms:	these terms and conditions as amended from time to time in accordance with clause 14.
Contract:	the contract between Severn and the Customer for the supply of Services in accordance with these Terms.
Control:	shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Customer:	the party contracting with Severn to acquire the Services as detailed in the Order.
Customer Data:	the data inputted by the Customer, or Severn on the Customer's behalf, for the purposes of providing the Services.
Data Protection Legislation:	(i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
Deliverables:	all products, materials, logos and art works developed, created or generated by Severn or its agents, subcontractors, consultants and/or employees in relation to the performance of the Services.
GDPR:	General Data Protection Regulation ((EU) 2016/679).
Intellectual Property Rights:	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Materials:	all data, documents, information and materials, including any branding guidelines, provided by the Customer relating to the Services.
Order:	the Customer's order for Services as set out the Customer's written acceptance of Severn's quotation or the Customer's written acceptance of a quotation by Severn as the case may be.
Periodical Publications:	publications produced at (normally regular) intervals.
Services:	the services, including the Deliverables, supplied by Severn to the Customer as set out in the Specification.
Specification:	the description or specification of the Services provided in writing by Severn to the Customer.
Severn:	Severn Print Limited registered in England and Wales with company number 1317797 and registered address of Ashville Industrial Estate, Bristol Road, Gloucester, GL2 5EU.

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to **writing** or **written** includes fax and email.