

WALSTEAD GROUP OF COMPANIES

TERMS AND CONDITIONS OF BUSINESS – CUSTOMER

Date of last update: 15th May 2026.

Unless expressly agreed otherwise in writing by the Walstead Group of Companies, signed by an authorised representative thereof, these are the **ONLY** terms and conditions on which the Walstead Group of Companies is prepared to contract with you (the "**Customer**").

The Walstead Group of Companies consists of: (i) Walstead Press Group Limited (registered company number 00933418); (ii) Walstead Heron Limited (registered company number 02586277); (iii) Walstead Peterborough Limited (registered company number 02261988); (iv) Walstead Roche Limited (registered company number 00720976); (v) Walstead Bicester Limited (registered company number 06941589); (vi) Walstead UK Limited (registered company number 06750402); (vii) Walstead York Limited (registered company number 13951156); and (viii) any other entity which from time to time is a group company or affiliated company of any of the above entities (including any subsidiary or holding company of that entity or any subsidiary of any direct or indirect holding company of that entity), each being a "**Group Company**" and collectively being referred to as the "**Group**" for the purposes of these terms and conditions, as updated from time to time by the Group (the "**Terms**").

Where an Order is accepted by a Group Company, that Order together with these Terms (together a "**Contract**") will constitute a separate binding and enforceable contract between the Customer and the relevant Group Company accepting the Order. These Terms are automatically deemed incorporated into each and every Contract, subject to any permitted variation provided for under these Terms, and shall accordingly govern the same. Where there is any manifest inconsistency between the provisions of these Terms and any Order, the provisions of the Order will apply.

PLEASE NOTE: The terms of each Contract shall apply as between the parties in respect of the matters described in the Order to the exclusion of all other terms (including any terms and conditions that the Customer purports to apply). Any attempt by you (or on your behalf) as the Customer to impose any other terms or conditions to the trading relationship with any Group Company is hereby explicitly and expressly deemed automatically rejected in advance (and any such terms and conditions are likewise deemed rejected automatically in advance) and will be (and is) wholly ineffective and non-binding upon each and every Group Company. No terms other than these Terms are or will be acceptable to the Group, save as expressly agreed and physically signed in writing by an authorised representative of the relevant Group Company agreeing to a variation to these Terms in accordance with these Terms.

PLEASE ALSO NOTE: These Terms are automatically deemed accepted by you as the Customer upon the earlier of (i) a Group Company accepting your Order; or (ii) a Group Company undertaking any work on your behalf. Save as expressly agreed and physically signed in writing by an authorised representative of the

relevant Group Company, these Terms will apply to your entire relationship and all dealings with any Group Company. There is no need for any Group Company to issue you with duplicate copies of these Terms when each Contract is entered into and there is no obligation on any Group Company to do so. Failure to provide a copy of these Terms with each Contract shall not in any way prejudice the fact that these Terms shall govern each Contract as provided for herein.

IMPORTANT: The Customer's attention is drawn in particular to clause 3 (Cost Variation) (which permits the Group Company to increase charges in certain circumstances), clause 9 (Claims) and clause 10 (Liability) (which limits and excludes the Group Company's liability). The Customer is advised to read these clauses carefully before placing any Order.

1. **DEFINITIONS**

1.1 In these Terms (unless context otherwise requires):

"Committed Costs" means any costs, charges, expenses and liabilities which the relevant Group Company has incurred or to which it is committed (including by placing orders or entering into contracts with suppliers/subcontractors, reserving press time, labour and overtime commitments, plates, paper, ink, materials, transport and warehousing) and which the relevant Group Company cannot reasonably avoid, cancel or mitigate.

"Contract" shall mean the contract between a Group Company and the Customer for the supply of Work, and these conditions of business.

"Customer" shall mean the person, firm or company contracting the Work.

"Data Protection Legislation" means all applicable laws and regulations relating to the processing of personal data and privacy, as amended, replaced or re-enacted from time to time, including: (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); (d) any laws which implement, replace or supplement the UK GDPR, the Data Protection Act 2018 and/or the PECR; and (e) all applicable guidance and codes of practice issued by the Information Commissioner's Office (or any successor body) and, to the extent applicable, the European Data Protection Board and any relevant supervisory authority.

"Delivery" means (as applicable) (a) delivery of the Work to the Customer or to any carrier, mailhouse, fulfilment provider, distributor or other third party nominated by the Customer; or (b) where the Work is to be collected, notification by the relevant Group Company to the Customer that the Work has been completed and is available for collection, and in each case shall be evidenced by the relevant Group Company's delivery note and/or the carrier's proof of delivery (or, in the case of collection, the relevant Group Company's notice of availability for collection).

"Group Aggregate Cap" means, in respect of any rolling twelve (12) month period, an amount equal to 75% of the total charges paid and payable by the Customer to all Group Companies under all Contracts in that rolling twelve (12) month period.

"Losses" means all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and loss of opportunity to deploy resources elsewhere), damages, claims, demands, proceedings and judgments;

"Order" means an order placed by the Customer for Work in accordance with (and subject to) these Terms;

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time;

"Work" shall mean the services undertaken by a Group Company for, and goods supplied to, the Customer from time to time, and shall include, but not be limited to, the production, printing and supply of material and goods, (together with all ancillary services related thereto), as agreed by the relevant Group Company when accepting an Order pursuant to these Terms.

- 1.2 Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. ORDERS, ACCEPTANCE OF ESTIMATES AND CUSTOMER OBLIGATIONS

- 2.1 If a Customer wishes any Group Company to undertake work, it will issue a suitable specification to the Group Company. In return, the Group Company, if it wishes to undertake such work and it shall be under no obligation to do so, shall issue an estimate in such form as it sees fit. Estimates given by a Group Company shall be deemed to be withdrawn unless that Group Company receives notice of Customer's acceptance in writing within 30 days from the date the estimate was provided.
- 2.2 Estimates provided by any Group Company shall constitute invitations to the Customer to tender on these Terms. If the Customer wishes to engage the Group Company to undertake Work, it shall issue an Order to the relevant Group Company in the format required by that Group Company.
- 2.3 Each Order from the Customer shall be deemed to be an offer by the Customer to purchase Work from the relevant Group Company receiving the Order subject to these Terms. An Order may be accepted by the relevant Group Company either expressly by it giving notice of acceptance by way of an Order acknowledgement (which may be provided in hard copy or electronic format), or impliedly by fulfilling the Order.
- 2.4 No terms or conditions endorsed upon, delivered with or contained in the Customer's Order, specification or any other document shall form part of the Contract and the Customer hereby irrevocably waives in advance any right which it otherwise might have to rely on such terms and conditions.
- 2.5 Orders are irrevocable by the Customer once they have been sent to a Group Company and are a formal binding offer by the Customer capable of

acceptance by the relevant Group Company (or any other Group Company the relevant Group Company may pass it to in its sole discretion) at its sole discretion. If the Group Company rejects an Order, it shall notify the Customer of such rejection in writing within five (5) working days of receipt of that Order. No member of the Group will have any liability to the Customer of any kind arising out of or in relation to any rejection of any Order.

- 2.6 To the extent that the Customer wishes to change any Work, Order or Contract, it may only do so by written agreement signed with the relevant Group Company, which may be subject to amendment of the relevant charges related thereto, as notified by the relevant Group Company when (or before) agreeing to any such changes.
- 2.7 The Customer shall:
- 2.7.1 co-operate with the Group in all matters relating to the Work and the terms of any Contract and shall appoint a key contact in relation to the Work who shall have the authority contractually to bind the Customer on any matters relating to the Work. The Group shall be entitled to rely on any statements and decisions made, or information provided, by the Customer's key contact notified to the Group in accordance with the preceding sentence, without any requirement to query or verify the same; and
- 2.7.2 provide, in a timely manner, such Customer material, content, paper, inserts, onserts, envelopes, promotional items and other items ("**Materials**") and information as the Group may reasonably require, and ensure that it is accurate in all material respects at all times and does not contain anything defamatory, illegal, discriminatory or offensive.
- 2.8 If a Group Company's performance of its obligations under a Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants, affiliates, representatives, employees or any other third party within the Customer's reasonable control, the Group Company shall not be liable for any Losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay and time for performance of the Work shall be deemed extended accordingly to reflect the relevant impact on timing caused by such delay.
- 2.9 In such circumstances referred to in clause 2.8 above, the Customer shall also be liable to pay to the relevant Group Company, on demand, all Losses sustained or incurred by the Group Company that directly arise from such prevention or delay, including but not limited to the cost to the Group Company of having to pay any of its personnel or contractors notwithstanding the delay occasioned as mentioned in clause 2.8 above, subject to the relevant Group Company confirming such Losses to the Customer in writing.
- 2.10 To the extent that a Customer requests a Group Company to carry out Work and the Group Company does so without any formal specification, estimate or Order being entered into or finalised, these Terms shall nevertheless govern all such Work, notwithstanding that any of the foregoing documentation may have been omitted.
- 2.11 The relevant Group Company may subcontract, delegate or otherwise

arrange for any third party (including any other Group Company) to perform any part of the Work. The relevant Group Company shall remain responsible for the performance of the Work subject always to the limitations and exclusions of liability set out in these Terms.

3. COST VARIATION

3.1 Estimates are based on the relevant Group Company's costs of production including costs relating to any necessary outsourcing of Work together with any exchange rates which may affect those production costs, both current at the date of any particular estimate. Any such estimates are subject to amendment by a Group Company in accordance with clauses 3.2 to 3.5 after acceptance to meet any rise in such costs.

3.2 If at any time after acceptance of an Order, the cost to the relevant Group Company of performing the Contract is increased (or is reasonably likely to be increased) as:

3.2.1 any Customer Materials, copy, content, files or instructions supplied by or on behalf of the Customer being unclear, inaccurate, incomplete, illegible or otherwise not fit for production; or

3.2.2 any failure by the Customer to supply the same in accordance with the specification or within the timescales reasonably required by the relevant Group Company; or

3.2.3 a direct or indirect result of events or circumstances beyond the relevant Group Company's reasonable control (an "**External Event**"),

the relevant Group Company may increase the charges to reflect the increase in its costs of performance.

3.3 The Group Company shall give the Customer notice of any increase under this clause as soon as reasonably practicable and, where reasonably practicable, before incurring the relevant increased costs. The notice shall summarise the reason for the increase and the estimated impact on the charges. The relevant Group Company shall, to the extent reasonably practicable and subject to confidentiality obligations owed to third parties, provide the Customer with such supporting information (which may be provided in summary form) as the relevant Group Company reasonably considers appropriate to evidence the basis of the increase (including, where applicable, evidence of increased input costs and/or additional time, processing, rework or other steps required).

3.4 Any increase under this clause shall be determined by the relevant Group Company acting reasonably and may be applied to recover any increased costs, expenses or charges incurred by the relevant Group Company in connection with performance of the Contract arising from the circumstances described in clause 3.2 (including direct and indirect costs, mitigation costs and administrative and financing costs). The increase shall take effect from the date specified in the notice.

3.5 If the relevant Group Company reasonably determines that, as a result of an External Event, its costs of performing the affected Work have increased (or

are reasonably likely to increase) by 20% or more (compared to the costs on which the estimate/pricing for that Work was based), the Customer may terminate only the affected Work by written notice within five (5) working days of receipt of the relevant notice. For the avoidance of doubt, any such termination shall apply only to the specific Work (and, where applicable, the specific issue/edition of a periodical publication) identified in the relevant notice and shall not terminate any other Work or Contract unless expressly agreed in writing by the relevant Group Company. In that event, the Customer shall pay, within seven (7) calendar days of demand:.

3.5.1 all charges for Work performed up to the effective date of termination;

3.5.2 all Committed Costs incurred up to the effective date of termination;

3.5.3 a cancellation charge equal to 20% of the amounts payable under clause 3.5.2 (being a contribution to overhead and margin).

Upon receipt of the amounts due under this clause 3.5, the relevant Group Company shall have no further liability in respect of the terminated affected Work. The Customer's termination right under this clause 3.5 applies only where the increase is as a result of an External Event and does not apply to any increase arising under clauses 3.2.1 or 3.2.2.

3.6 For periodical publication Contracts, termination by the Customer under clause 3.5 shall not affect the Customer's obligation to pay for any issue(s) or other Work which the relevant Group Company has commenced or in respect of which it has incurred committed costs (including paper orders, plates, materials, press time or subcontractor commitments) prior to receipt of the Customer's termination notice.

3.7 For the purposes of this clause 3, **External Events** include (without limitation) war (declared or undeclared), armed conflict, terrorism, civil unrest, imposition of sanctions, embargoes or export/import controls, changes in law or regulation, governmental action or intervention, any increase in employment-related costs arising from changes in law or official guidance (including increases to the National Minimum Wage, National Living Wage and employer national insurance contributions), pandemic or epidemic, energy or fuel shortages or spikes (including oil and gas crises), material increases in the costs of electricity, gas or other utilities, paper, ink, plates, packaging or other raw materials, increases in transport, freight or logistics costs (including carrier surcharges), significant currency fluctuations affecting input costs, or failure or disruption of the relevant Group Company's suppliers or subcontractors due to any of the foregoing.

4. **VALUE ADDED TAX**

Where applicable, Value Added Tax or any other similar taxes, charges, duties or levies will be charged and will be payable by the Customer, regardless of whether or not they were included in an estimate or invoice.

5. **PRELIMINARY WORK**

Preliminary Work carried out at the Customer's request whether experimentally or otherwise will be subject to an additional charge at rates

agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates. The relevant Group Company, acting reasonably, shall determine what is or is not Preliminary Work within the scope of this clause 5 of these Terms.

6. PROOFS AND ELECTRONIC FILES

- 6.1 Author's and Customer's corrections, including alterations in style, and the cost of additional proofs necessitated by such corrections (including any alterations or corrections arising where style, type or layout has been left to the discretion and judgment of the Group Company) will incur an additional charge, unless specifically agreed to be included in a relevant Contract, at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.
- 6.2 Proofs of all work may be submitted for Customer's and/or author's approval, and in that event no responsibility will be accepted for any errors in them not corrected by the author or Customer as the case may be. Each Group Company accepts no responsibility for any breach of confidentiality, loss of reputation, loss of data or information, financial or any other Losses howsoever arising, related to carrying out the Customer's instruction to transmit proofs or other material relating to the Work to the Customer or the author via any electronic means including, but not limited to, E-mail or similar medium or facsimile transmission.
- 6.3 The Customer undertakes to ensure that it retains original copies of all electronic files (including any text, illustration or other matter supplied to a Group Company in digitised form, whether on a disk, through a modem, by ISDN, broadband or any other medium or communication method or link) and no Group Company shall be responsible in any way for any loss of or damage or corruption to any electronic files, other than as a result of the wilful default of that Group Company.
- 6.4 Each Group Company shall be entitled to rely on the Customer having checked the accuracy of supplied input from an electronic file provided by or on behalf of the Customer and shall have no responsibility for the same or any liability in the event it is inaccurate.
- 6.5 In the event that any electronic file provided by or on behalf of the Customer in relation to Work is not, in a Group Company's opinion, suitable for outputting on equipment normally adequate for such purposes, without adjustment or other corrective action, the Group Company may make a charge in relation to any additional cost of Work involved, at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.
- 6.6 If colour proofs are required, the Customer irrevocably acknowledges and accepts that, due to a number of reasons (including differences in equipment, paper, inks and other conditions between colour-proofing and production runs), a reasonable variation in colour, as determined by the relevant Group Company, between colour proofs and the completed results of the Work is acceptable and will not give rise to any liability for any Group Company or in

any way entitle them to reject the same or withhold payments of any kind.

- 6.7 Where proofs, artwork, PDFs, blues, plotters or other materials are submitted to the Customer and/or author for approval (each an Approval Item), the Customer shall (and shall procure that the author shall) review and either approve or provide consolidated corrections in writing within the applicable Approval Period.
- 6.8 The Approval Period shall be:
- 6.8.1 in respect of Work relating to a daily, weekly or other time-critical periodical publication, 24 hours from the time the Approval Item is sent by the relevant Group Company (or such shorter period as is expressly agreed in writing to meet press deadlines); and
- 6.8.2 in respect of all other Work (including monthly, quarterly and one-off publications), two (2) Business Days from the time the Approval Item is sent by the relevant Group Company,
- or such other period as the relevant Group Company may specify in writing acting reasonably having regard to the production schedule and the Customer's deadlines.
- 6.9 If the Customer (and/or author, where applicable) fails to respond within the Approval Period, the Approval Item shall be **deemed approved** by the Customer for all purposes of the Contract, and the relevant Group Company may proceed to print/production on that basis. The Customer acknowledges that time is critical in respect of approvals and that any delay in approval may impact production and delivery dates.
- 6.10 Any changes, amendments or corrections requested by the Customer and/or author after approval or deemed approval shall be treated as a change request under clause 2.6 and may result in additional charges and/or revised delivery times.

7. DELIVERY AND PAYMENT

- 7.1 In the absence of the express written agreement of a Group Company to the contrary and in consideration of a Group Company entering into any Contract with the Customer, such Customer will at all times be primarily liable for all sums due to a Group Company in respect of such Contract irrespective of whether or not such Customer is acting as principal or as agent and whether or not the Customer is due to receive payment in respect of the same from any third party. Any failure by any such third party to pay the Customer will not delay or otherwise reduce or inhibit the Customer's obligations to make prompt payment under any Contract.
- 7.2 Due date for payment of Work shall be seven (7) calendar days from the date of any invoice issued by a Group Company.
- 7.3 If payment is not made on the due date a Group Company, without prejudice to its other rights hereunder, the Group Company shall be entitled to charge, in addition to any monies due hereunder, interest on the overdue outstanding

amount from the due date of payment until payment in full (whether before or after judgment) at a rate equal to the higher of: (a) 4% above the base rate of the Bank of England from time to time in force and (ii) the statutory rate of interest applicable under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

- 7.4 Risk in the Work shall pass to Customer on either (i) Delivery to the Customer or (ii) on notification to the Customer that the Work has been completed and is available for collection, as agreed in writing between the relevant Group Company and the Customer.
- 7.5 Should expedited Delivery be agreed and require overtime or other additional costs or should the Customer request Delivery to be made to an address other than that originally agreed in the relevant Contract, an extra charge may be made at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.
- 7.6 Should Work be suspended at the request of, or delayed through any default of the Customer for a period of 30 days or more a Group Company shall be entitled to payment for the Work already carried out and materials specially ordered along with any other costs or expenses that the Group Company cannot mitigate through commercially reasonable efforts, and the Group Company may terminate the Contract in whole or in part on giving to the Customer 14 days' prior notice in writing.
- 7.7 Each Group Company reserves the right to issue invoices to the Customer for Work completed pursuant to a Contract and the Customer acknowledges that such invoices shall become due for payment on the terms herein contained.
- 7.8 Title in any Work shall remain with the relevant Group Company until such time as the Customer has paid all amounts due and payable to all members of the Group. The Customer shall ensure that all Work is stored separately and is easily identifiable as being the property of the relevant Group Company until title in such Work passes to the Customer under this clause 7.8.
- 7.9 In the event that the Customer sells any Work prior to title transferring to it pursuant to clause 7.8, the Customer undertakes to hold the proceeds from such sale on trust for the relevant Group Company entitled to receive the same in a separate bank account and to transfer the same to the relevant Group Company to whom payment remains outstanding, until such time as all amounts have been paid and title would have otherwise transferred hereunder.
- 7.10 At any time when title has not transferred pursuant to clause 7.8 above and monies are owed to any Group Company by the Customer, such Group Company or their representatives shall be entitled to enter onto the Customer's premises or any other premises at which Work may be stored for the purposes of removing the same and the Customer shall ensure that such Group Company and their representatives at all times have this right.
- 7.11 Time for payment is of the essence of each and every Contract. In the event of any failure by the Customer to make payments when due, in addition to

the Group's other rights under these Terms and any Contract, the Customer shall pay to each relevant Group Company on an indemnity basis all costs incurred by such Group Company (including legal advisor fees) in effecting recovery of such sums from the Customer.

- 7.12 All sums payable under a Contract shall be paid by the Customer in pounds sterling (GBP£) without any form of deduction, withholding or set off of any kind. The Customer's common law right of set off is hereby expressly excluded. Notwithstanding the foregoing, the Customer may set off only such amounts as have been finally determined by a court of competent jurisdiction (or expressly admitted in writing by the relevant Group Company) to be due and payable by that Group Company to the Customer, and only against sums due and payable by the Customer to that same Group Company.
- 7.13 Without limiting the foregoing, in the event of any failure by the Customer to make payment when due to any Group Company, all sums which may be payable, now or in the future, under any Contract shall immediately become due and payable on receipt by the Customer of a demand from any Group Company notifying it that all sums are now due and payable (regardless of whether or not the relevant Group Company identifies the precise sums payable in its notice). Such sums will be payable as a debt on an indemnity basis and any Group Company shall be entitled to recover the same on that basis on behalf of the other Group Companies.
- 7.14 Without limiting any other right of any Group Company hereunder or at law or in equity, in the event that the Customer fails to pay any amount when due to any Group Company, that Group Company and any other Group Company engaged in Work for the Customer shall be entitled to suspend Work on provision of 24 hours' prior notice to the Customer. Such suspension shall continue until such time as all amounts due to the Group as a whole have been properly paid by the Customer.

8. VARIATION IN QUANTITIES AND DELIVERY TIMES

- 8.1 The relevant Group Company will endeavour to deliver the correct quantity ordered at the time agreed but the Customer irrevocably accepts, acknowledges and agrees that margins of plus or minus 5% of the number of units of Work to be delivered under a Contract in one colour only and plus or minus 10% of the number of units of Work to be delivered under a Contract for other Work are allowed for overs or shortages, the same to be charged or deducted.
- 8.2 In such circumstances of over or under delivery by the margins mentioned in clause 8.1 above, there will be no breach of the relevant Contract, no liability of any kind for the Group Company and the Group Company shall be entitled to amend its charges accordingly, which the Customer undertakes to pay in accordance with the Contract.

9. CLAIMS

- 9.1 Claims arising from damage, delay or partial loss of Work in transit must be made in writing, providing full details of the relevant claim, to the relevant Group Company and the carrier so as to reach them within 3 days of Delivery and any claims for non-Delivery must be notified in writing to the relevant Group Company, providing full details of the relevant claim, within 7 days of

despatch of Work.

- 9.2 The Customer shall inspect the Work forthwith on Delivery and any claim against a Group Company by reason of any defect in the Work shall be made in writing, providing full details of the claim, within a reasonable time thereafter
- 9.3 Any claim against a Group Company by reason of any defect in the Work subject to clause 9.2 must be made:
- 9.3.1 where the Work relates to a one-off publication or a weekly (or more frequent) publication, within one (1) week of Delivery of the relevant Work; or
- 9.3.2 where the Work relates to a monthly, quarterly or less frequent publication, within within two (2) weeks of Delivery of the relevant Work, provided that where the defect was not reasonably discoverable within the relevant periods above, the Customer must notify the Group Company as soon as reasonably practicable after discovery and in any event no later than within 4 weeks of Delivery of the relevant Work..
- 9.4 No Group Company shall be liable for any claims mentioned above in this clause 9 to the extent that the Customer fails to comply with the requirements set out therein, unless the Customer can prove to the relevant Group Company's reasonable satisfaction that it was not possible for the Customer to comply with the above timescales and the Customer had provided all relevant details of any claim as soon as possible thereafter.
- 9.5 To the extent that any claim is disputed, no Group Company shall have any liability in respect of the same to the extent that the Customer fails to issue legal proceedings in respect thereof before the first anniversary of the date of Delivery or non-Delivery of the relevant Work giving rise to the claim.

10. LIABILITY

- 10.1 The Customer's exclusive remedy for damaged or defective Work, (howsoever caused other than by or on behalf of the Customer for which no Group Company will have any liability of any kind, and including negligence) shall, at the relevant Group Company's election, be limited either to the repair, reperformance or replacement of such Work at that Group Company's cost.
- 10.2 Other than as provided in clause 10.1 and 10.3, a Group Company shall not be liable to the Customer for any loss or damage arising out of or in connection with any Contract, the Work or otherwise. Without limiting the generality of the foregoing, no Group Company shall be liable for:
- 10.2.1 any indirect or consequential loss;
- 10.2.2 any loss of profit, revenue, business, contracts, anticipated savings, goodwill or opportunity;
- 10.2.3 any third party claims occasioned by delay (howsoever arising) in completing the Work; or
- 10.2.4 any loss to the Customer arising from delay in Delivery of the Work (howsoever arising)
- 10.2.5 colour variation within the scope of clause 6.66.6.
- 10.3 Notwithstanding the provisions of this clause 10 or anything else contained in these Terms or any Contract:

- 10.3.1 in no event shall a Group Company's liability exceed the value of the amount of charges paid and payable to a Group Company by the Customer with respect to the particular Work which is the subject of the claim, provided however that
- 10.3.2 nothing contained in these conditions shall have effect so as to exclude or restrict a Group Company's liability for (i) death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law; and
- 10.3.3 subject to clause 10.3.2, the total aggregate liability of the Group Companies to the Customer (howsoever arising, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise) in respect of all claims arising out of or in connection with all Contracts between the Customer and any Group Company in any rolling twelve month period shall not exceed the Group Aggregate Cap for that rolling twelve month period. For the avoidance of doubt: (a) this clause 10.3.3 applies regardless of which Group Company is the contracting party under any particular Contract and regardless of which Group Company is the subject of any claim; (b) all payments made or due to be made by the Customer to any Group Company in the relevant rolling twelve month period shall count towards the Group Aggregate Cap; and (c) all sums paid (or payable) by any Group Company to the Customer by way of damages, settlement, credit note or otherwise in respect of claims within the relevant rolling twelve month period shall reduce the remaining available amount under the Group Aggregate Cap.
- 10.4 The Customer shall not be entitled to recover the same loss more than once, whether from one or more Group Companies.”

11. STANDING MATTER AND INTELLECTUAL PROPERTY

- 11.1 Materials used by a Group Company in the course of producing the Work shall remain a Group Company's exclusive property. Notwithstanding the foregoing, such items when supplied by the Customer shall belong to the Customer.
- 11.2 No Group Company shall be required to download any digital data from their equipment or supply the same to the Customer on disk or any other medium or by any communication link or other data transfer unless expressly agreed by that Group Company in the applicable Contract. No Group Company shall have any obligation to preserve, maintain or store any electronic records or digital data received from the Customer or on behalf of the Customer, nor shall it have any liability in respect of any loss or damage to the same. It shall be the Customer's sole responsibility and liability to ensure it retains adequate copies of all such records and data.
- 11.3 All intellectual property created in the course of the Work shall belong to the relevant Group Company carrying out the Work. Any pre-existing intellectual property used in carrying out the Work shall belong to the party providing the same for the purposes of carrying out the Work.

12. CUSTOMER'S PROPERTY

- 12.1 Customer's property and all property supplied to a Group Company by or on behalf of the Customer will be held, worked on, and carried at the Customer's sole risk and no Group Company shall be liable for any loss or damage to such property howsoever caused and the Customer should act and insure accordingly, including, but not limited to, ensuring the Customer retains adequate copies and back-ups of all digital data and electronic records provided to any Group Company.
- 12.2 A Group Company may make a reasonable charge for storage of any Customer's property (including, but not limited to, any electronic records and digital data) left with a Group Company before receipt of the Work and/or after notification to the Customer of completion of the Work, at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.

13. MATERIALS AND CONTENT SUPPLIED BY THE CUSTOMER

- 13.1 A Group Company may reject any paper or other Materials supplied or specified by the Customer which appear to a Group Company to be unsuitable. An additional charge may be made if such Materials are found to be unsuitable during production at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates, at the Group Company's then current rates.
- 13.2 Where such Materials are supplied or specified by the Customer, responsibility for defective Work resulting from or arising in connection with such Materials will not be accepted by a Group Company (and they shall have no liability in respect of the same) unless this is due to failure to use reasonable skill and care on the part of the relevant Group Company.
- 13.3 The Customer shall at all times ensure that quantities of Materials supplied by the Customer (where applicable) shall be adequate to cover normal trialling, spoilage and wastage, as determined by the relevant Group Company carrying out the Work.

14. WAREHOUSING

- 14.1 The Customer expressly acknowledges, accepts and agrees that paper and Materials are not counted or checked when received unless this is made the subject of an express written requirement carrying an additional charge for the service and included in a Contract. Unless included in a Contract, no Group Company shall have any liability in any way in respect of or in relation to the same.

15. STORAGE

- 15.1 The Customer expressly acknowledges, accepts and agrees that no Group Company shall be obliged to provide storage accommodation for Materials or other items except by express written agreement in a Contract. When such facilities are provided a charge may be made, at rates agreed with the Customer or, if no such agreement is forthcoming within seven (7) calendar days of the Group Company commencing discussions regarding such rates,

at the Group Company's then current rates.

16. TERMINATION OF CONTRACT

- 16.1 In the event that in any Group Company's opinion, the Customer's financial position becomes unsatisfactory, or if the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition against it or being an individual commits an act of bankruptcy or has a bankruptcy petition filed against him or the Customer is in breach of any of its obligations arising under the Contract (or where any of the above events appear to any Group Company to be likely to occur), that Group Company shall, without prejudice to its other remedies, have the right to terminate any part or the whole of any Contract it may have with the Customer forthwith or not to proceed further with the Contract or any other Work for the Customer and shall be entitled to charge for Work already carried out (whether completed or not) and materials purchased for the Customer and any other costs or expenses it cannot, using commercially reasonable endeavours, mitigate in the circumstances. Such charge will be immediately payable to the Group Company as a debt on an indemnity basis.
- 16.2 Without limiting the foregoing, in the event that any Contract with the Customer is terminated pursuant to clause 16.1, every other Group Company which has an ongoing Contract with the Customer shall be entitled to terminate that Contract in whole or in part forthwith on provision of written notice to the Customer to that effect.
- 16.3 If any Contract is terminated prior to the completion of any Work, the relevant Group Company carrying out such Work may either:
- 16.3.1 complete any such unfinished Work and the Customer shall be required to pay the full amount for such Work accordingly; or
- 16.3.2 stop performing the Work with immediate effect and invoice the Customer for a pro-rated amount based on the proportion of the Work that has been carried out up to and including the termination date along with the relevant amount of costs and expenses incurred by the Group Company which are not included within the fees invoiced under this clause 16.3.2 and which the Group Company cannot reasonably avoid (including, but not limited to, materials purchased for the Customer and any other costs or expenses it cannot, using commercially reasonable endeavours, mitigate in the circumstances).

The Customer shall pay all amounts due under this clause 16.3 immediately on demand.

- 16.5 Upon termination of any or all Contracts, all outstanding invoices relating thereto will immediately become due and payable by the Customer to the Group and the Customer shall promptly pay the same within seven (7) calendar days of the date of termination.

17. LIEN

- 17.1 Without prejudice to other remedies whether under these Terms or otherwise, a Group Company shall, in respect of all debts due from the Customer whether under a Contract or otherwise and whether or not due for payment, have a lien

on all goods and property in its possession belonging to the Customer (whether worked on or not) and whether or not in the possession of a Group Company under a Contract and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as it thinks fit (including as to manner and price of disposal) and to apply any proceeds towards such debts. No Group Company shall be liable in any way to the Customer for exercising its rights hereunder, whether in relation to any goods or property disposed of or otherwise.

18. PROPERTY

18.1 Without limiting any other remedy of a Group Company, if payment is overdue in whole or in part a Group Company may recover or resell the Work and for that purpose a Group Company and persons authorised by it are irrevocably licensed to enter the Customer's premises or any other premises where a Group Company believes Work to be.

18.2 Notwithstanding the provisions of these Terms, a Group Company shall be entitled, at its election and at any time, to transfer title in the Work to the Customer as it sees fit and, without prejudice to any other remedies a Group Company may have, sue for the full price thereof which shall be payable by the Customer as a debt on an indemnity basis.

19. MATERIALS

19.1 A Group Company shall not be required to print any matter which in its sole opinion and acting reasonably is or may be of an illegal, discriminatory, offensive or defamatory nature or an infringement of any third party rights of any kind, including copyright, patent, design right and trademark rights.

19.2 The Customer shall fully indemnify and hold harmless a Group Company from and against all Losses arising out of any actions, proceedings, claims or demands whatsoever suffered or incurred by a Group Company by reason of the Work containing any matter of an illegal, defamatory, discriminatory or offensive nature or being an infringement of any third party rights of any kind, including copyright, patent, design right and trademark rights. Each Group Company shall be free to settle any such action, proceeding, claim or demand as it deems fit in its sole discretion and any settlement costs shall be deemed to be Losses within the scope of the indemnity provided under this clause 19.2.

19.3 The Customer warrants and represents that:

19.3.1 it has obtained (and shall maintain) all necessary rights, licences, consents, permissions and approvals in respect of all Materials and content supplied or specified by or on behalf of the Customer for inclusion in the Work (including all text, images, photographs, illustrations, artwork, logos, fonts/typefaces, trade marks and other third party materials), and the Customer has the right to authorise the relevant Group Company to use the same for the purposes of performing the Work; and

19.3.2 all such Materials and content (and the Customer's instructions relating to them) comply with all applicable laws, regulations and codes of

practice, including (without limitation) laws relating to privacy and data protection, advertising and marketing, and do not infringe the rights of any third party.

- 19.4 The Customer grants to the relevant Group Company (and permits it to grant to its subcontractors) a non-exclusive, royalty-free licence for the term of the relevant Contract to use, reproduce, store, transmit, format, adapt and modify the Materials and content supplied or specified by or on behalf of the Customer to the extent reasonably necessary to perform the Work (including for prepress, colour correction, reformatting, imposition, proofing and producing print-ready files).
- 19.5 The indemnity in clause 19.2 applies to any breach of clause 19.3 and/or any claim arising from the exercise by any Group Company of the licence granted under clause 19.4.

20. PERIODICAL PUBLICATION

- 20.1 Subject to each Group Company's rights to terminate any Contract in accordance with the other provisions of these Terms, a Contract for the printing of periodical publications, including but not limited to magazines and supplements, may be terminated at any time by either party giving to the other written notice as follows:

Frequency of Publication Minimum Length of Notice

Daily, Weekly, Fortnightly, Monthly	13 weeks
Two Monthly, Quarterly or other	26 weeks

- 20.2 Where the Customer terminates a Contract for periodical publications under clause 20.1 (or otherwise terminates for convenience where permitted), the Customer shall, in addition to paying for all Work performed up to the effective date of termination, pay (on demand):

20.2.1 all Committed Costs incurred and/or committed by the relevant Group Company in connection with the terminated Work (including, without limitation, paper ordered or reserved, plates, materials, press time, labour and subcontractor commitments) which cannot reasonably be cancelled or mitigated; and

20.2.2 an early termination charge equal to 20% of the Order costs relating to the terminated Work (excluding VAT)

(the **Termination Charge**).

- 20.3 For the avoidance of doubt, paper costs for the purposes of clause 20.3.1 include the costs of paper ordered, held, reserved or committed for the Customer (including any supplier cancellation/restocking charges and reasonable storage/handling charges) to the extent the relevant Group Company cannot reasonably reallocate or mitigate those costs.
- 20.4 This clause 20 is without prejudice to the Customer's right to terminate under clause 3.5. For the avoidance of doubt, the notice periods in clause 20.1 do not apply to termination under clause 3.5.

21. FORCE MAJEURE

- 21.1 A Group Company will use reasonable endeavours to perform the relevant Contract, but shall not be in breach of the Contract nor liable for any failure or delay in performing any of its obligations to the extent that such failure or delay results from an event or circumstance beyond its reasonable control (a Force Majeure Event). Force Majeure Events include (without limitation) the events listed as External Events in clause 3.7 and any inability to secure or procure labour, materials, utilities, transport, fuel or supplies on commercially reasonable terms.
- 21.2 Where a Force Majeure Event occurs, the relevant Group Company may, at its option:
- 21.2.1 suspend performance of the affected Work for the duration of the Force Majeure Event; and/or
 - 21.2.2 vary delivery dates or performance milestones accordingly; and/or
 - 21.2.3 cancel or terminate the affected Work on written notice.
- 21.3 Where the relevant Group Company exercises its rights under clause 21.2, the Customer shall pay (on demand) for all Work performed up to the effective date of suspension/cancellation/termination and all Committed Costs incurred (including paper ordered, plates, materials, press time and subcontractor commitments) and any reasonable costs of demobilisation, storage and re-scheduling. For the avoidance of doubt, any payment obligations that have already fallen due shall remain payable.
- 21.4 If a Force Majeure Event continues for a period of 14 days or more, the relevant Group Company may terminate the affected Work immediately on written notice.
- 21.5 Without prejudice to clause 3, where as a result of a Force Majeure Event (or External Event) the relevant Group Company reasonably determines that performance of the affected Work has become commercially impracticable (including because key inputs are unavailable or can only be obtained at prices or on terms which render performance unviable), the relevant Group Company may propose revised charges and/or revised specifications. If the Customer does not accept such revisions within 5 working days, the relevant Group Company may suspend performance and/or terminate the affected Work on written notice. Clause 21.3 shall apply to any such termination.

22. CONSTRUCTION OF CONTRACT

Neither any Contract nor these Terms may be modified without the written agreement of a duly authorised representative of the relevant Group Company or the Group, respectively. These Terms and all other express terms of a Contract shall constitute the entire understanding and agreement between a Group Company and the Customer, they supersede any previous arrangement, understanding or agreement between them relating to the subject matter hereof and no representations or warranties express or implied, statutory or otherwise made by or on behalf of a Group Company or the Customer to the other party, in connection with or arising out of the Work and

which are not contained in these Terms or such other express terms of a Contract shall give rise to any liability on the part of the maker thereof. The Customer acknowledges, accepts and agrees that they have not been induced to enter into any Contract in reliance upon any statement, representation, agreement or understanding other than those set out in the relevant Contract.

23. CONFIDENTIALITY

The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by any Group Company or its agents and any other confidential information concerning any Group Company's business or its prices or products which the Customer may obtain and the Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Customer's obligations to any Group Company and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Customer.

24. ASSIGNMENT

Any Group Company may assign any Contract or any part of it to any other Group Company on notification of such assignment to the Customer. Any Group Company may assign any or all of its rights to receive payment from the Customer (and any relevant ancillary rights) to any third party, as it sees fit, on notification of such assignment to the Customer. The Customer may not assign any Contract or any part of it to any third party without the relevant Group Company's prior written consent.

25. TUPE

- 25.1 The Parties accept and agree that TUPE is unlikely to apply in respect of the arrangements contemplated by any Contract.
- 25.2 Notwithstanding the above, in the event that TUPE is deemed to apply or any third party (including but not limited to any of the Customer's personnel) claims that TUPE applies, the Customer shall indemnify every Group Company in full in relation to any Losses incurred by any Group Company as a result of the transfer or deemed transfer (or claimed transfer of claimed deemed transfer) of any Customer personnel or other third party to a Group Company pursuant to the operation of TUPE and/or the termination or deemed termination by a Group Company or pursuant to TUPE of any of the Customer personnel or other third party.
- 25.3 For the avoidance of doubt, if any Customer personnel or other third party is deemed to have transferred to a Group Company pursuant to TUPE or otherwise, the relevant Group Company to whom they are deemed to have transferred shall be entitled to terminate their employment and the Customer shall fully indemnify every Group Company in relation to all Losses resulting from such termination.

26. DATA PROTECTION

- 26.1 The parties do not anticipate that the performance of the Work will require any Group Company to process Personal Data (as defined in Data Protection Legislation) on behalf of the Customer.
- 26.2 If the Customer requires any Group Company to process Personal Data on the Customer's behalf in connection with the Work, the Customer shall notify the relevant Group Company in writing in advance, providing sufficient details of the proposed processing. The relevant Group Company shall be entitled (acting reasonably) to refuse to carry out such processing unless and until the parties have entered into a separate data processing agreement complying with Article 28 of UK GDPR (a "DPA").
- 26.3 Any processing of Personal Data requested by the Customer may be treated as a change under clause 2.6 and/or may give rise to an increase in Charges under clause 3 (including to reflect any compliance, security, subcontractor and administrative costs).
- 26.4 The Customer warrants that it has all necessary rights, consents and lawful basis to provide any Personal Data to the relevant Group Company and to permit its processing for the purposes of the Work.

27. MISCELLANEOUS

- 27.1 Each Group Company shall be entitled to the benefit of, and to enforce, the limitations and exclusions of liability in this clause 10 as if it were a party to the relevant Contract, whether or not it is the Group Company that accepted the relevant Order.
- 27.2 Except as expressly provided in clauses 10 and 27.1, the parties do not intend that any term of this Contract shall be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, each Group Company shall be entitled to enforce clause 10 under the Contracts (Rights of Third Parties) Act 1999.
- 27.3 No forbearance, delay or indulgence by either party in enforcing the provisions of any Contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.
- 27.4 If any provision in a Contract shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law then that provision or part shall to that extent be deemed not to form part of that Contract and the enforceability of the remainder of that Contract shall not be affected.
- 27.5 Each Group Company and the Customer are each independent contractors with respect to each other and nothing in any Contract shall create any association, partnership, joint venture or agency relationship between them.
- 27.6 The Customer's payment, confidentiality and indemnity obligations under these Terms and the limitations set out in these Terms in relation to the scope of each Group Company's obligations and liabilities shall survive the termination of any Contract for any reason.

27.7 Any notice to be given under these Terms or a Contract must be given in writing and, for these purposes, email shall constitute writing such that notices given by email by one party to a correct email address for the other party (as notified by that party from time to time) shall be effective on the first business day after receipt of the same.

28. GOVERNING LAW AND JURISDICTION

These conditions and all other express terms of the Contract shall be governed and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submits to the exclusive jurisdiction of the English Courts.