

DOCMAIL TERMS AND CONDITIONS

OUR DOCMAIL TERMS AND CONDITIONS

1. These terms and conditions

- 1.1 What is covered.** These are the terms and conditions on which we supply goods, services or digital content (our **products**) to you.
- 1.2 Why you should read them.** Please read these terms and conditions carefully before you submit your order to us. These terms and conditions tell you who we are, how we will provide products to you, how you must pay, how we may change the contract, how either of us can end the contract, what to do if there is a problem and other important information.
- 1.3 These and other relevant terms.** These terms and conditions should also be read in conjunction with the [Specification and Service Levels](#) and our [Data Processing Agreement](#).

2. Information about us and how to contact us

- 2.1 Who we are.** We are CFH Docmail Ltd., a company registered in England and Wales. Our company registration number is 01716891 and our registered office is at St Peters Park, Wells Road, Radstock, Bath, BA3 3UP. Our registered VAT number is GB 720 9782 23.

How to contact us. You can contact us by telephoning our customer service team at 01761 409701 or by writing to us at customersupport@cfh.com.

- 2.2 "Writing" includes emails.** When we use the words "writing" or "written" in these terms and conditions, this includes emails.

3. Our contract with you

- 3.1 Account opening.** By registering an account, you have agreed to these terms and conditions and the Specification and Service Levels. Any subsequent order made by you constitutes an offer by you to purchase products from us in accordance with these terms and conditions.
- 3.2 How we will accept your order.** Our acceptance of your order will take place when we take payment for it (see paragraph 9 below), at which point a contract will come into existence between you and us.
- 3.3 Your receipt.** Once your order has been accepted you will receive an electronic receipt and you will also have an invoice receipt and reports available to you prove submission of your order. It will help us if you can tell us the receipt number whenever you contact us about your order.

4. Our products

- 4.1 Our supply of products.** We shall supply the products in accordance with all applicable laws, these terms and conditions and the Specification and Service Levels.
- 4.2 Description of products.** Any samples, drawings, descriptive matter or advertising and any descriptions of the products are for the sole purpose of giving you an approximate idea of them. They shall not form part of these terms and conditions.
- 4.3 Proofing your products.** You are solely responsible for ensuring that you have proof read and approved the text and layout of any product.
- 4.4 Products may vary slightly from a proof.** The images of the proofs shown to you are illustrative only. Your product may vary slightly in colour and size from those images.
- 4.5 Your changes to products prior to payment.** If you wish to make a change to the product you may only do so (i) prior to approving a proof; or (ii) by cancelling your approval of a proof prior to payment, in which case you will need to either edit the existing or create a new mailing.
- 4.6 Our changes to products.** We reserve the right to change the products, if necessary, to comply with any applicable law or regulatory requirement, or if (at our sole discretion) the amendment will not materially affect the nature or quality of the products.
- 4.7 Cancelling a product after payment.** Once you have paid for your products, we will endeavour to produce them in accordance with your preferred despatch date, in the case of SMS messages, they will be queued for sending as soon as practicable. If your mailing has not been sent to production or your SMS has not been queued, you may be able to cancel your product by selecting "cancel". If "cancel" is no longer available and you need us to take a letter out of our production stream or remove an SMS from the queue, you should contact customer support as soon as practicable using the details in clause 2.1 above. If we are able to take the action you request, we reserve the right to pass on a charge to you for this service, as set out in clause 9.5 (b) below.
- 4.8 Our licences and consents.** We warrant to you that we have all necessary licences, permissions and consents and that the products will be provided using reasonable care and skill.
- 4.9 We are not responsible for delays outside our control.** Prior to despatch, if our supply of the products is delayed by an event outside our control we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to receive a refund for any products you have paid for but not received.

5. Your obligations to us

5.1 Your licences and consents. You must obtain and maintain all necessary licences, permissions and consents which you may require to enable us to provide the products. This includes, but is not limited to, obtaining the permission of or a valid reason for disclosing personal information relating to a third-party individual.

5.2 Complete and accurate information. You must ensure that any data, materials or information provided by you is complete and accurate, so that we may produce the products for you. You agree to update your account details and keep it accurate and complete.

5.3 Your compliance with laws. You must comply with all applicable laws, these terms and conditions, any additional obligations set out in the Specification and Service Levels and the Data Processing Agreement.

5.4 Account security. You must not reveal your account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your account, and for all activities that occur on or through your account, and you agree to notify us immediately of any security breach relating to your account.

5.5 Your additional responsibilities. You must not:

- (a) use our services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms and conditions or the Specification and Service Levels or act fraudulently or maliciously;
- (b) knowingly infringe our intellectual property rights;
- (c) use our services in a way that could damage, disable, overburden, impair or compromise the use of our platform or interfere with other users' use or enjoyment of the operating systems; or
- (d) collect or harvest any information or data (with the exception of any management data and any data relating to the receipt of the services) from our platform or attempt to decipher any transmissions to or from our servers.

5.6 Unlawful use of our services. You must not knowingly access, store, distribute or transmit any unlawful material. We reserve the right to cancel any mailing or SMS, at our sole discretion if we believe the content to be in any way illegal, harmful, offensive, inappropriate or detrimental to our reputation.

6. How to end your contract with us

6.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Via the Website.** By following the links below and deleting your account.

[home](#) > [admin](#) > [account details](#).

- (b) **By phone or email.** Call customer services on 01761 409701 or write to us at: customersupport@cfh.com.

In either case, please provide your name, account address, your phone number and email address.

7. Our rights to end the contract

7.1 When we may end the contract. We may end the contract at any time by writing to you if:

- (a) you breach any of your obligations in condition 5 above;
- (b) you breach any of these terms and conditions, the Specification and Service Levels or the Data Processing Agreement;
- (c) if we cease to provide the products or service (in which case we will notify you);
- (d) your account has not been accessed for 24 consecutive months;
- (e) we decide (acting reasonably) that it is in our interest to do so.

7.2 Consequences of ending the contract. When the contract is ended for any reason:

- (a) you will not be able to order any products;
- (b) all rights granted to you to use the software shall cease;
- (c) you must immediately cease all use of our services;
- (d) you must immediately delete or remove any of our software from your devices.

7.3 You must compensate us if you breach the contract. If we end the contract in the situations set out in condition 7.1 (a) or (b), we will refund any money you have paid in advance for

products we have not provided, but we may deduct or charge you for the net costs we will incur as a result of your breaking the contract.

7.4 Our right to cancel your order. In addition to our termination rights, we reserve the right to cancel any mailing or text messages you wish to send and refund your money in the event that we believe that it may, in any way, be detrimental to our company to send your mail or text messages.

8. Communications

8.1 How to tell us about problems. If you have any questions or complaints about the products, please contact us. You can telephone our customer service team on 01761 409701 or write to us at: customersupport@cfh.com.

8.2 Communication with you. Subject to paragraph 8.3 below, after initial registration of your account we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your password. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you should not supply your account details to them in any circumstances. You should report any such requests to us immediately.

8.3 If we have to contact you, we will do so to either:

- (a) update you on a support query by telephone or email; or
- (b) give you notice of termination in writing by e-mail or by prepaid post to the address you provided to us at registration.

9. Price and payment

9.1 Your account. When you register an account with us you will have an option to add funds to your credit balance. If you choose to do this then, subject to our termination under condition 7.1 (d) where we reserve the right to retain any unused balance, the balance remains yours, until it is used to place an order.

9.2 Topping up your account. You are responsible for making top-up payments to your account. These will be represented as credit on your account.

9.3 Where to find prices for the products. You can find your latest price list for all products, in your portal at www.cfhdocmail.com.

9.4 When and how to pay. We accept payment either by:

- (a) Deducting what you owe us from your account credit balance at the time you place your order; or
- (b) By taking your card details when you select “pay by card” on placing your order.

9.5 Additional costs.

- (a) All mailing addresses are checked automatically against our carriers’ postcode address file, however, please note that we have no control over and cannot guarantee the accuracy of these databases. You will be given the option to amend any inaccurate addresses before you submit your order. We are unable to amend addresses following submission. Inaccurate addresses may result in us charging you additional postage costs. Once you have submitted your order you are deemed to have accepted any additional postage charges.
- (b) If in an emergency you need us to take a letter out of our production stream or stop an SMS message from being sent, pursuant to clause 4.7 above, we may at our discretion, make a charge for this service. The actual charges will be discussed with you when you request us to take such action.

9.6 VAT. The VAT charge is currently applied on all orders, regardless of your location or the location to which you are sending your mail. We are unable to remove or refund any VAT charges, so please be aware that if ordering from outside of the EU, your net price will be higher because you will not be able to reclaim VAT.

9.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know using the details in condition 2.2 above.

10. Our responsibility for loss or damage suffered by you

10.1 What we will do if we produce defective products. You have the right to receive products which are: of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care. If, after review and in our reasonable opinion, we have provided products that are: of unsatisfactory quality; or are not fit for any particular purpose made known to us; or are supplied without reasonable skill and care, your sole remedy will be to request us to reproduce the products at our expense, which we shall do.

10.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

10.3 We are not liable for the following losses. We do not accept any liability whatsoever or howsoever caused for any indirect, consequential or special loss, including but not limited to:

- (a) Loss of profits, whether incurred directly or indirectly – i.e. the profits you would have made had we not made an error;
- (b) Loss of sales or business – i.e. the value of sales you would have made had we not made an error;
- (c) Loss of contracts – i.e. any contract you have with other companies that are terminated as a result of our error;
- (d) Loss of anticipated savings – i.e. any savings that you expected to make but did not as a result of our error;
- (e) Loss arising out of the unauthorised use of your account – i.e. if you give your password to someone else.
- (f) Loss of goodwill – i.e. damage to your brand or reputation or to the way that other businesses perceive you.
- (g) Claims made against you arising out of the provision or otherwise of our services.

11. Data Protection

11.1 How we may use the personal information you provide. We will only use your personal information in accordance with the UK Data Protection Act 2018, the UK GDPR and as set out in our [Data Processing Agreement](#).

12. Websites and software

12.1 Availability of our services. We will take reasonable steps to ensure that our software and websites are available for your use and that they function correctly; however, we cannot guarantee that they will be available at all times, or that they will always function as expected. We will always endeavour to provide you with notice of all planned updates and as much notice as is reasonably possible for urgent, un-planned maintenance.

12.2 Third party websites. Our website may contain links to other independent third-party websites and services. Third-party websites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any third-party sites, including the purchase and use of any products or services accessible through them.

13. Other important terms

- 13.1 We may transfer this agreement to another person.** We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund any credit balance on your account.
- 13.2 You may not transfer your rights to anyone else.** You may not transfer your rights or your obligations under these terms and conditions to another person.
- 13.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms and conditions.
- 13.4 Changes to these terms and conditions.** These terms and conditions are subject to change at any time. We will notify you of those changes by email from the docmail@cfh-services.co.uk email address. It is your responsibility to make yourself aware of any changes before continuing to use the service.
- 13.5 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.6 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 13.7 Which laws apply to this contract and where you may bring legal proceedings.** We are incorporated in England, and this website and the products and services we provide are subject to the Laws of England and Wales and the jurisdiction of the English Law Courts. We accept no other jurisdiction and your use of our service confirms your agreement to this.
- 13.8** For additional information please refer to our User Guides and FAQ available on the Docmail website: www.cfhdocmail.com.