

TERMS AND CONDITIONS

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Introduction

This document should be read in conjunction with the end-user licence agreement for the use of the Docmail® software, entered into between you (you or your) and CFH DOCMAIL LIMITED of St Peters Park, Wells Road, Radstock, Bath, BA3 3UP (our, us or we) when you registered with us and commenced use of the software. This document explains, in plain language, our and your responsibilities and obligations to one another.

Those obligations and responsibilities apply whether or not you are a private individual using the Docmail service or an employee of a corporate entity with whom we have an agreement for wider print and mail services.

What we aim to do for you

We will take reasonable steps to ensure that our Docmail website is available for your use and functions correctly; however, we cannot guarantee that it will be available at all times, or that it will always function as expected. We will try to provide you with at least 48 hours' notice of all planned updates and as much notice as is reasonably possible for urgent, un-planned maintenance.

Letters and Postcards

You must proof read and approve your mailing before we can proceed to payment. Once your order has been paid for, we will use our reasonable endeavours to produce and dispatch your order on the next working day.

Our standard delivery is usually 2-3 days after dispatch - the same as Royal Mail Second Class. You may also choose to select First Class as an extra cost option. These are estimates only and we cannot guarantee any delivery dates or times.

All mailing addresses are checked automatically against the Royal Mail Postcode address file. 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.

In the unlikely event that your mailing is incorrect, and it is reasonable to conclude that it is our fault, we will reprint and re-mail it for you at no extra cost.

We will provide print and paper quality appropriate to your mailing.

SMS

A single text message is limited to 160 characters per message. Should your message be greater than 160 characters an additional text will be created and sent.

For any one message, you may send up to 6 single text messages with a total character limit of 918 characters. Each single text message will be charged at the full text message rate, regardless of how many characters within your limit are used.

You must proof read and approve your text message before we can proceed to payment. Once your order has been paid for, we will normally send it to the telecommunications carrier immediately.

For orders that we send to the telecommunications carrier prior to 17:00, Monday to Friday, save for bank holidays, your text messages will be sent by them on the next working day.

In the event that your message cannot or has not been sent, we will let you know promptly.

Text messages may only be sent to UK mobile numbers.

All text recipient mobile numbers will be checked to ensure that they are valid UK mobile numbers. Any mobile numbers that are not valid UK mobile numbers will not be processed and text messages will not be sent to those numbers. In this case, you will receive an error message.

You will not be charged for any invalid UK mobile numbers.

We will charge you the correct price according to our published price list. The price that you are charged will be inclusive, there will be no hidden charges and no extra charges.

What we cannot do for you

Whether you are sending mail or an SMS we are unable to cancel your order and refund your money once you have approved your proof and paid for your order.

In exceptional circumstances, and if you let us know early enough, then we may be able to prevent your mail or text messages being despatched, but we will not be able to refund your payment.

We cannot guarantee the delivery of any mail items or text messages on any specific dates.

- Once we have handed your mail items over to Royal Mail or Whistl we no longer have any control over those items and we cannot accept responsibility for late delivery caused by delays in Royal Mail or Whistl's network.
- Once your text messages are uploaded to the telecommunications provider's network, we no longer have any control over their delivery which will be dependent on the availability of their network.

Estimated delivery times can be found on our website but these are indicative only (<http://www.docmail.co.uk/delivery.html>).

What you are responsible for

You are responsible for the content of your mailing and text messages and for the data used to send your mailing and text messages and we will accept no liability whatsoever to you or any third party for that content or data.

You are responsible for the legality and accuracy of your mailing, text messages and data and save for checking the addresses or mobile numbers, we shall not be obliged to check the legality or accuracy of

your mailing, text messages or data. We reserve the right to cancel any mailing or text messages, at our sole discretion, if we believe your content to be scam mail or any other similar material, including but not limited to items or mail sent in furtherance of a fraudulent or criminal act or in any way harmful, offensive or inappropriate or is, in any way, deemed to be detrimental to our reputation.

You are responsible for paying us for the services that you order. If your credit/debit card payment fails in any way you agree to pay us immediately on demand.

You are responsible for making top-up payments to your account. These will be represented as credit on your account. If an account has not been accessed for 24 consecutive months any credit on the account will expire and will be removed and we reserve the right to close the account. Any credit removed in this way will not be refunded and will no longer be applicable to that account.

Data protection

We will process any data that you provide to us in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR), the Data Protection Act 2018 (the Legislation) and our Privacy Policy (<http://www.cfhdocmail.com/tob.html>). This means that we will:

- only process the data that you send us in accordance with your written instructions in the form of your order;
- take appropriate technical and organisational measures to ensure the safety of your data and to ensure that your data is processed securely;
- provide you with whatever evidence you reasonably require to demonstrate our adherence to the requirements of the Legislation, within 30 days of any request received from you, as long as such a request is made in writing and is sent via email to data.protection@cfh.com;
- ensure that all staff involved in processing personal data are subject to an obligation to keep confidential any such personal data that you send to us; and
- notify you immediately in the event of a breach of our obligations under the Legislation.

We will only share your data in line with our Privacy Policy (see here <http://www.cfhdocmail.com/tob.html>) and we will not share the data you send to us with any sub-processors except those listed and for the purposes shown in the table below:

| Organisation | Purpose |
|--------------------------|--------------------------------------------------------|
| Royal Mail Group Limited | For posting items processed through Docmail |
| Bulk SMS Limited | For sending text messages via the Docmail SMS service. |
| Whistl | For delivery of items processed through Docmail |
| Secure Trading | For processing card payments |

IMPORTANT: For the avoidance of doubt in using our website and services you agree that the third parties listed in the table above are approved sub-processors for the purpose of the Legislation.

Any personal data you send us will be deleted within 30 days of dispatch of your mail item.

Important! Limitation of liability

Please ensure you read this clause

We do not accept any liability whatsoever or howsoever caused for any indirect, consequential or special loss, including but not limited to:

- Loss of profits - i.e. the profits you would have made had we not made an error;
- Loss of sales or business - i.e. the value of sales you would have made had we not made an error;
- Loss of contracts - i.e. any contract you have with other companies that are terminated as a result of our error;
- Loss of anticipated savings - i.e. any savings that you expected to make but did not as a result of our error;
- Loss of goodwill - i.e. damage to your brand or reputation or to the way that other businesses perceive you.

Any liability we do accept shall be for direct financial loss only.

We cannot accept any liability whatsoever for the late delivery of items where such late delivery is caused by delays in the Royal Mail or Whistl's network or SMS providers' network.

We accept no liability to you or any third party if your content, artwork or data breaches any applicable laws or a third party's intellectual property rights.

We accept no responsibility or liability for any breach of our commitments under this agreement that results from a situation beyond our reasonable control.

Personalised envelopes and Business Reply Envelopes

If you choose to use the Custom Design Outer Envelope or Custom Design Reply Envelope services, or the Business Reply Envelopes (BRE's) the following terms apply.

If you are using a BRE, you must acquire a license for your business return address from Royal Mail. We shall not be responsible for acquiring this license on your behalf. For further information, please refer to the Royal Mail website.

If you are using a Custom Design Reply Envelope that is not pre-paid, (i.e. has an "Affix Stamp Here" box), then you do not need to acquire a license.

You may only use Custom Design Outer Envelopes for mailings where this option is available for selection and you select it. If this option has not been selected, we will use our standard Docmail Outer Envelopes.

Large letters (C4 size) cannot use Custom Design Outer Envelopes and such letters will be produced and enclosed into our standard Docmail window envelopes.

You are responsible for the content and artwork of your custom envelope design we cannot accept liability for that content or artwork.

You acknowledge that any artwork colours used on Custom Design Outer Envelopes or Custom Design Reply Envelopes may vary slightly from the artwork colours you uploaded to Docmail. We cannot accept liability for any variation in colour or shade caused by the production of your order.

We recommend that you send a test letter to yourself to check the final Custom Design Outer Envelopes or Custom Design Reply Envelopes, prior to submitting your order. Should any issues arise from this, you should contact our Docmail Support Team for their assistance.

Please note that the indicia (printed stamp) on your envelope may change once printed in order to meet production requirements or postal specifications, this may affect the appearance of your indicia and the indicia may vary from your proof. We cannot guarantee that the printed output of your indicia will match your proof and we cannot accept liability for such changes to the indicia.

Other

We reserve the right to cancel any mailing or text messages 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.

We reserve the right to close and remove your account at our sole discretion. We will refund any unexpired outstanding credit balance in these circumstances unless the account has been inactive for 24 consecutive months of inactivity, in which case such credit balance will have expired.

These terms and conditions are subject to change at any time. It is your responsibility to make yourself aware of such changes before continuing to use the service.

The VAT charge is currently applied on all Docmail orders regardless of your business 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.

We are based in England, and this website and the service 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.

For additional information please refer to our User Guides and FAQ available on the Docmail website: www.cfhdocmail.com



WWW.CFH.COM | WWW.DOCMAIL.CO.UK | WWW.DOTPOST.COM

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