



TERMS AND CONDITIONS

PLEASE READ BEFORE USING ALL DOCMAIL
PRINT AND POST SERVICES

ISSUED 09/2017

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What we aim to do for you

We will take reasonable steps to ensure that this 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.

Once your order has been paid for, it will normally be processed on the next working day.

We will use reasonable endeavors to produce and dispatch your order on the next working day following receipt of payment for your order.

Standard delivery is 2-3 days - the same as Royal Mail Second Class. You can select First Class as an extra cost option. These are estimates only and we cannot guarantee any delivery dates or times.

If 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 the purpose for which it is used. We will look after your data in line with our Privacy Policy.

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.

In the event that we are unable to send your mailing we will let you know promptly.

What we cannot do for you

Once you have approved your proof, and paid for your order, it will go straight into production, so we are unable to cancel the order and refund your money.

In exceptional circumstances - if you let us know early enough, then we may be able to prevent your mail being dispatched, but we will not be able to refund your payment.

We cannot guarantee the delivery of any mail items on any specific dates. Once we have handed the mail items over to Royal Mail we no longer have any control over the items and we do not accept responsibility for late delivery caused by delays in Royal Mail's network.

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

Important! Limitation of Liability

Please ensure you read this clause

We do not accept any liability whatsoever for any 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 incur shall be for direct financial loss only.

We do not accept any liability whatsoever for the late delivery of items where such late delivery is caused by delays in Royal Mail's network.

What you are responsible for

You are responsible for the content of your mailing and for the data used to send your mailing and we accept no liability whatsoever for that content or data.

You are responsible for the legality and accuracy of your mailing and data and we are not obliged to check the content of your mailing and data.

All mailing addresses are checked against the Royal Mail Postcode Address File and inaccurate addresses may result in additional postage costs. You will be given the option to amend inaccurate addresses before you submit your order. Once you have submitted your order you are deemed to have accepted any additional postage charges and we are unable to amend addresses following submission.

We accept no liability if your content or data breaches third party intellectual property rights.

We reserve the right to cancel any mailing, at our sole discretion if we believe the content to be in any way harmful, offensive, inappropriate or detrimental to our reputation.

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

Top Up payments made by you 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.

Your responsibilities concerning API use

You are at liberty to make full use of the API during your build and reasonable testing of the Docmail API link. At a point before roll out of your final live solution using the Docmail API link, you must present details of your solution to us for final approval. You must adhere to our Fair Usage Policy if you wish to connect to our API.

You may be asked to make changes to that solution where we reasonably conclude that the solution is not in accordance with our Fair Usage Policy or may be in any way detrimental to the Docmail system.

If you roll out a live solution without our approval, we reserve the right to withdraw service from your account(s) until such time as any issues that we identify are addressed.

Personalised Envelopes and Business Return Envelopes (BRE's)

These terms and conditions apply if you choose to use the Custom Design Outer Envelopes, Reply Envelopes or Custom Design Reply Envelopes services.

If using a pre-paid Reply Envelope indicia you must acquire a license for your Business Return Address from Royal Mail. We are not responsible for acquiring this license on your behalf. For

further information please refer to the Royal Mail website. If you are using a Reply Envelope that is not pre-paid, i.e. has an "Affix Stamp Here" box, then you do not need to acquire a license.

Custom Design Outer Envelopes can only be used on mailings where this option is available to be selected as the envelope preference and only if this option has been selected. If this preference has not been selected standard Docmail Outer Envelopes will be used.

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

We convert all artwork uploaded to Docmail to an RGB file format. Artwork colours on the final printed envelope may vary slightly from the artwork you uploaded to Docmail and we accept no liability for any variation in colour or shade caused by the conversion to RGB file or the production of your order.

We recommend that you send a test letter to yourself to check the final printed output prior to submitting your order. Should this highlight any issues please contact our Docmail Support Team.

Please be aware 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 accept no liability for such changes to the indicia to meet either production or postal requirements.

You are responsible for the content and artwork of your envelope design, we accept no liability whatsoever for that content or artwork.

We accept no liability if your content or artwork breaches third party intellectual property rights.

We reserve the right to cancel any mailing, at our sole discretion if we believe the content or artwork to be in any way harmful, offensive, inappropriate or detrimental to our reputation.

Other

We reserve the right to cancel any mailing and refund your money in the event that we believe that it may be detrimental to our company to send your mail.

We reserve the right to remove your account. We will refund any unexpired outstanding credit balance in these circumstances unless the account has been closed due to 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 using the service.

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

The VAT charge is currently applied on all Docmail orders regardless of your business location or the location 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 at a higher level since you will not be able to reclaim VAT as businesses in the EU can.

We are based in England, and this website and the service we provide are subject to the Law of England and Wales and 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



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