

Terms of Business – Valldata Services Ltd – August 2011

These terms of business ("Terms") apply to, and form part of, any Contract between Valldata Services Limited (company number: 01671518) whose registered office is at Valldata House, Halifax Road, Bowerhill, Melksham, Wiltshire, SN12 6UB ("Valldata") and the Customer.

The Customer's attention is particularly drawn to the provisions of clause 11 of these Terms (Limitation of liability).

1. Interpretation

1.1 In these Terms, the following definitions apply:

"Account Manager" means the individual assigned to managing the Customer's account on behalf of Valldata from time to time;

"Applicable Law" means all laws, regulations, orders rules, guidance, directions, judgments, directives, industry agreements or determinations, in force from time to time and applicable to the Services, and includes all postal regulations;

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

"Charges" means all charges and costs payable by the Customer in respect of the supply of Services under a Contract, as may be expressly set out in a Contract (including in a Quotation), or otherwise notified to the Customer pursuant to a Contract;

"Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel or suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential;

"Contract" means a contract between Valldata and the Customer for the supply of Services comprising: (i) a Quotation and/or an Order Form; and (ii) these Terms;

"Customer" means a person, company or other legal entity that purchases Services from Valldata under the terms of a Contract;

"Customer Materials" means any and all data, documents, stationery, text, drawings, diagrams, images or sounds or other materials whatsoever (together with any databases comprising any of those), in any form whatsoever supplied to Valldata by or on behalf of the Customer (including by the Customer's donors, customers or other related third parties) in connection with the Services;

"Database" means any and all databases owned and/or controlled by the Customer (whether comprising Customer Materials (or data derived from Customer Materials) or otherwise) that Valldata uses and/or maintains on the Customer's behalf as part of the Services;

"Deliverables" if any, means all documents, databases, products and materials developed, produced and/or maintained by Valldata for the Customer as part of the Services in any form, including but not limited to reports and Printed Materials (but for the avoidance of doubt, excluding Databases);

"DPA" means the Data Protection Act 1998 (as amended);

"Force Majeure" means any event outside the reasonable control of the relevant party affecting its ability to perform any of its obligations under a Contract including acts of God, earthquake, epidemic, unforeseeable changes in law, fire, flood, lightning, war, revolution, acts of terrorism, riot or civil commotion (but excluding strikes, lock-outs or other industrial action of the parties' own employees);

"IPR" means all intellectual property rights, including patents, trade marks, database rights, rights in designs and copyrights (including rights in computer software) (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, for the full term of such rights, and any renewals and extensions of them;

"Mailings" means postal and/or email mailings that may form part of the Services (the recipients of such Mailings being determined by reference to Databases);

"Methodologies" means all techniques, models, processes, tools, methodologies and know-how (including without limitation all databases, computer programs and software, processes, formulae, tools, models, algorithms and products, proposals, survey questionnaires, data files and other forms used in the fieldwork) that are or have been used, created or developed by or on behalf of Valldata and which are used to provide the Services;

"Order" means an order for Services made by the Customer as detailed in an Order Form;

"Order Form" means an order form provided by the Customer (whether a purchase order or otherwise) detailing an Order, and including a description and/or specification of the relevant Services being ordered;

"Printed Materials" has the meaning set out in clause 3.9;

"Quotation" means a written quotation provided by Valldata to the Customer in respect of the provision of Services, and including a description and/or specification of those Services which are the subject of the quotation; and

"Services" means any and all services supplied by Valldata to the Customer under the terms of a Contract.

2. Basis of contract

2.1 An Order constitutes an offer by the Customer to purchase Services from Valldata under the terms of a Contract. A Quotation constitutes an offer by Valldata to supply Services under the terms of a Contract, but any such Quotation (and offer) is only valid for a period of 20 (twenty) Business Days from its date of issue.

2.2 On either of: (i) Valldata's acceptance of an Order (and confirmation to the Customer of the same); or (ii) the Customer's acceptance of a Quotation (and confirmation to Valldata of the same), a Contract shall come into force between the parties.

2.3 These Terms apply to a Contract to the exclusion of any and all other terms that the Customer may seek to impose or incorporate (whether by way of an Order or otherwise), or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services  
General

3.1 Valldata shall supply the Services to the Customer using reasonable care and skill.

3.2 Valldata shall use all reasonable endeavours to meet any performance dates specified in a Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Valldata shall have the right to make any changes to the Services which are necessary to comply with Applicable Law, or which do not materially affect the nature or quality of the Services, and Valldata shall notify the Customer in writing of the same in any such event.

Mailings

3.4 Valldata makes no warranties (express or implied) or representations that any Mailings, whether or not based on any suggestion of Valldata, will produce a particular response. The Customer acknowledges and agrees that any determination as to whether a Mailing will meet the Customer's needs or objectives is its own.

3.5 Notwithstanding any validly formed Contract for the provision of Services, Valldata reserves the right, in its sole discretion, to refuse to use any Customer Materials in connection with the Services (whether as part of Mailings or otherwise) which in its reasonable opinion may constitute an infringement of a third party's IPR, are defamatory or illegal or otherwise inappropriate, or the distribution of which is contrary to Applicable Law.

3.6 Any Charges for postage (or similar) costs stated in a Quotation in respect of Mailings are estimates only. Where any such postage (or similar) costs are initially met by Valldata on the Customer's behalf (via Valldata's own arrangements with the Royal Mail or any other postal service provider), Valldata may require the Customer to pay the estimated Charges for these in advance of any relevant Mailing. To the extent these Charges are exceed in the course of the Services, Valldata shall invoice the Customer for any additional postage (or similar) Charges in accordance with clause 6 (or re-imburse the same to the extent such advance Charges are not exceeded). The parties may alternatively agree that any postage (or similar) costs are paid for by the Customer (via the Customer's own arrangements with the Royal Mail or any other postal service provider), in which case Valldata shall not invoice the Customer for any Charges in respect of these.

3.7 The parties acknowledge and agree that Valldata shall have no liability to the Customer in respect of any delays in fulfilling Mailings to the extent the same results from the Customer failing to pay any Charges pursuant to clause 3.6.

3.8 The parties acknowledge and agree that it is the Customer's responsibility to supply adequate amounts of Customer Materials (where required) for Valldata to fulfil its obligations in respect of any Mailings, such amounts to include allowance for reasonable spoilage. To the extent Valldata believes that it has not been provided with adequate Customer Materials, it shall notify Customer of the same as soon as practicable, but shall have no liability to the Customer for any impact such shortage may have on Valldata's ability to fulfil any Mailing.

Printing

3.9 Clauses 3.10 to 3.13 apply where Valldata supplies Deliverables to the Customer which involve printing ("Printed Materials").

3.10 Where Valldata has submitted proofs of any Printed Materials to the Customer for approval (whether via email or otherwise), Valldata shall not be responsible to the Customer for any errors approved by the Customer as part of such approval process. Valldata reserves the right to charge the Customer for any corrections or alterations which are requested by Customer to be made on or after the Customer has approved the relevant proof of the Printed Materials, such Charges to be notified to the Customer.

3.11 Valldata shall use reasonable endeavours to produce the exact quantity of Printed Materials as are requested by the Customer as part of the Services. Notwithstanding the foregoing, the parties acknowledge and agree that Valldata may produce an amount of Printed Materials to within a 5% tolerance above and/or below such quantity without liability to the Customer, and without the same constituting a breach of a Contract. In such event, Valldata shall reconcile any and all Charges payable in respect of such greater/lesser quantities of Printed Materials (and to the extent additional Charges are payable, the Customer agrees to pay the same in accordance with a Contract).

3.12 If the Customer wishes to retain the any type, lithographic plates, negatives or other materials relating to Printed Materials after the relevant Printed Materials have been created, the Customer must notify Valldata in writing at the time a Contract is entered into, otherwise Valldata may in its discretion, and without liability, destroy the same.

3.13 Valldata may at its discretion destroy any surplus Printed Materials or Customer Materials used solely in respect of any Mailing within 30 (thirty) days after completion of the relevant Mailing.

4. Customer's obligations

4.1 The Customer shall:

(a) ensure that the terms of any Order are complete and accurate;

(b) co-operate with Valldata in all matters relating to the Services;

(c) provide Valldata with such access to the Customer's premises and/or those controlled by the Customer as may be reasonably required by Valldata in order to supply the Services;

(d) provide Valldata with such information and materials (including, without limitation, Customer Materials) as Valldata may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects; and

(e) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services commence.

4.2 If Valldata's performance of any of its obligations under a Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):
 

(a) Valldata shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default;

(b) Valldata shall not be liable to the Customer for any of its failure to perform any obligations under a Contract due to a Customer Default; and

(c) the Customer shall reimburse Valldata on written demand for any costs or losses sustained or incurred by Valldata arising directly or indirectly from the Customer Default.

5. Customer Materials

5.1 Valldata shall treat all Customer Materials with reasonable care, and to the extent the same are held by Valldata, it shall hold these on trust for the Customer.

5.2 Where Valldata agrees to receive deliveries of Customer Materials on behalf of the Customer as part of the Services, the provisions set out in Appendix A shall apply.

6. Charges and payment

6.1 The Customer shall pay all Charges in respect to the Services. Quotations do not include the cost of any deliveries to Valldata made on behalf of the Customer. All such costs will be charged in accordance with the relevant Charges as are set out in Appendix A.

6.2 Valldata reserves the right to vary its Charges. Valldata will give the Customer written notice of any such increase at least 20 (twenty) Business Days before the proposed date of the increase. If such increase is not acceptable to the Customer, the Customer shall notify Valldata in writing within 10 (ten) Business Days of the date of Valldata's notice and Valldata shall have the right without limiting its other rights or remedies to terminate a Contract by giving 20 (twenty) Business Day's written notice to the Customer.

6.3 Subject to clause 3.6, Valldata shall invoice the Customer for the Charges on the earlier of: (i) completion of the Services; or (ii) monthly in arrears.

6.4 The Customer shall pay each invoice submitted by Valldata within 30 (thirty) days of the date of the invoice, and in full and in cleared funds to a bank account nominated in writing by Valldata.

6.5 All amounts payable by the Customer under a Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under a Contract by Valldata to the Customer, the Customer shall, on receipt of a valid VAT invoice from Valldata, pay to Valldata such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment due for the supply of the Services.

6.6 Interest shall be payable on all outstanding and undisputed Charges under any Contract at the rate of 4% above the base rate from time to time of the Bank of England from the due date for payment until the date on which payment is made.

7. Intellectual property rights

7.1 Save in respect of Databases and Customer Materials, all IPR in or arising out of or in connection with the Services shall be owned by Valldata, including but not limited to the Methodologies.

7.2 The Customer grants to Valldata a royalty-free, non-exclusive, transferable, worldwide, sub-licensable, revocable licence to use the Databases and Customer Materials, but only to the extent necessary for Valldata to provide the Services.

7.3 Valldata grants to the Customer a royalty-free, exclusive, transferable, worldwide, sub-licensable, perpetual licence to use all IPR in any Deliverables (to the extent such IPR does not relate to any Customer Materials incorporated therein), but solely to such extent necessary to enable the Customer to make reasonable use of the Deliverables.

7.4 If applicable, any Deliverables shall not be used or presented in a misleading or illegal manner, in relation to any litigation or legal proceedings (unless connected to the Contract) or in any manner which would adversely impact upon the reputation or goodwill of Valldata (unless in connection with a genuine dispute pursuant to the Contract) and Valldata reserves the right to publish a correction in the event of such use or presentation.

7.5 Nothing in a Contract shall give either party any rights in respect of the other party's trade marks or other IPR used by or owned by the other party or of the goodwill associated with the other party, and each party acknowledges that it shall not acquire any rights in respect of any trade names or trade marks of the other party and that all such rights and goodwill are, and shall remain, vested in such party.

7.6 The provisions of this clause 7 shall continue in force indefinitely notwithstanding termination or expiry of a Contract.

8. Data Protection

8.1 The Customer acknowledges and agrees that the Customer is a 'data controller' and Valldata is a 'data processor' in respect of Valldata's 'processing' of personal data (all as defined in the DPA) as part of the Services. For the avoidance of doubt, this applies in the case of Databases used as part of the Services.

8.2 Valldata shall only process personal data only in accordance with the Customer's instructions from time to time and shall not process personal data for any purpose other than those expressly authorised by the Customer.

8.3 Valldata warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

(a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure a level of security appropriate to:

(i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(ii) the nature of the data to be protected; and

(b) take reasonable steps to ensure compliance with those measures.

8.4 The Customer acknowledges that Valldata is reliant on the Customer for direction as to the extent to which Valldata is entitled to use and process personal data. Consequently, Valldata will not be liable for any claim brought by a 'data subject' (as defined in the DPA) arising from any action or omission by Valldata, to the extent that such action or omission resulted directly from the Customer's instructions

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	and/or a Customer Default. Notwithstanding the foregoing, Valldata shall notify the Customer as soon as reasonably practicable in the event it is contacted directly by a data subject in respect of the processing of their personal data outside the scope of any contact anticipated in the normal course of the Services.	11.6	Where Deliverables are delivered to the Customer by way of third party carrier, the parties acknowledge and agree that such carrier shall be treated as an agent of the Customer, and Valldata shall have no liability whatsoever to the Customer in respect of such delivery.	14.7	Except insofar a Contract expressly provides that a third party may in his own right enforce a term of a Contract, a person who is not a party to a Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of a Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
8.5	The parties acknowledge and agree that Valldata may authorise a third party subcontractor to process personal data on its behalf provided that such subcontractor's contract: (i) is on substantially the same terms as those set out in these Terms in respect of such processing; and (ii) terminates automatically on termination of a Contract for any reason. The parties acknowledge and agree that Valldata may authorise a third party subcontractor located outside the EEA to process personal data, subject to the Customer's consent.	12. Termination		14.8	To the extent that any provision of a Contract is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of a Contract, it shall not affect the enforceability of the remainder of a Contract nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
9. Warranties and Indemnities		12.1	Each Contract shall terminate with immediate effect and without notice upon completion of the relevant Services.	14.9	A Contract shall be governed by and construed in accordance with the laws of England and Wales.
9.1	The Customer warrants, represents and undertakes that it has:	12.2	Without limiting its other rights or remedies, Valldata may terminate a Contract (or suspend provision of any Services (or part thereof)) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.	14.10	Each of the parties irrevocably submits for all purposes in connection with a Contract to the exclusive jurisdiction of the courts of England and Wales.
(a)	all valid licences, consents and any other permissions in order to grant the licence to Valldata under clause 7.2; and	12.3	Either party may terminate a Contract (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party if the other:		
(b)	has validly obtained all necessary consents from data subjects whose personal information is processed by Valldata as part of the Services (including, without limitation, consents in relation to receiving Mailings and any Services incorporating outbound calling).	(a)	commits a material breach of any of its material obligations under a Contract and in the case of a remediable breach, fails to remedy it within 30 (thirty) days of the date of receipt of notice from the other specifying the breach and requiring it to be remedied; becomes insolvent or unable to pay its debts (as defined in Section 123 of the Insolvency Act 1986), proposes a voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purposes of a bona fide amalgamation or reconstruction), bankruptcy or dissolution; if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases to carry on business or if it claims the benefit of any statutory moratorium; or		
9.2	The Customer shall indemnify on demand and hold harmless Valldata against any and all losses, fines, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, reasonable legal costs and expenses and value added tax thereon) and liabilities suffered or incurred, directly or indirectly, by Valldata in consequence of:	(b)	Without limiting its other rights or remedies, Valldata shall have the right to suspend provision of the Services (or part thereof) if it reasonably believes that the Customer may become subject to any of the events listed in clauses 12.3(b) and (c).		
(a)	any breach of its warranties in clause 9.1;	(c)			
(b)	any claims made by a third party that Valldata's use of the Customer Materials infringes their IPR; or	12.4			
(c)	any claims made by a third party that the Customer Materials are defamatory, illegal or otherwise in breach of Applicable Laws.				
	For the avoidance of doubt, clauses 11.2 and 11.3 shall not apply in respect of this clause 9.2	13. Consequences of termination			
10. Confidentiality		13.1	On termination or expiry of a Contract for any reason:		
10.1	The parties shall not use or disclose any Confidential Information except as strictly necessary to perform its obligations or exercise its rights under a Contract provided that this obligation shall not apply to Confidential Information which: (i) the receiving party can prove was in its possession or in the public domain at the date it was received or obtained; or (ii) the receiving party lawfully or properly obtains without obligation of confidentiality; or (iii) comes into the public domain otherwise than through the default or negligence of the receiving party; or (iv) was independently developed by the receiving party without reference to the Confidential Information of the other party; or (v) is required to be disclosed to a court or a body having similar authority provided that the other party is given prompt notice and, at the other party's request and expense, the receiving party uses reasonable endeavours to obtain a protective order and otherwise to protect the Confidential Information; or (vi) is required to be disclosed by either party or on its behalf to its auditors (whether internal or external), regulators and other third parties who have the right to require that it supply the relevant information.	(a)	the Customer shall immediately pay to Valldata all of Valldata's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Valldata shall submit an invoice, which shall be payable by the Customer immediately on receipt;	1.1	Where Valldata agrees to receive deliveries of Customer Materials on behalf of the Customer as part of the provision of Services, the following provisions shall apply:
		(b)	the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, then Valldata may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with a Contract;	1.2	notice of any delivery must be made to the Customer's Account Manager prior to despatch;
		(c)	Valldata shall return all Databases (if any, and in such form as may be agreed between the parties) and Customer Materials in its possession to the Customer.	1.3	deliveries must be clearly marked with a job number (as supplied by the Account Manager) and the name of the Account Manager, and addressed to Valldata Services Limited, Valldata House, Halifax Road, Bowerhill Industrial Estate, Melksham, SN12 6UB;
10.2	The parties shall be entitled to disclose Confidential Information to such of its employees and authorised subcontractors who have a need to receive such information for the performance of their obligations under a Contract and shall ensure that any such employees or sub-contractors are bound by an undertaking in substantially the same terms as clause 10.1. The obligations in clause 10.1 and this clause 10.2 shall survive termination of a Contract for any reason.	13.2	The parties shall have no further obligations or rights under a Contract after its expiry or termination for whatever reason, without prejudice to any obligations or rights which have accrued to either party at the time when a Contract ends, save that those clauses expressly stated to, together with those other clauses the survival of which is necessary for the interpretation or enforcement of a Contract, shall continue to have effect after such expiry or termination.	1.4	if deliveries are delivered unmarked with regard to the subject matter and/or unlabelled with regard to the quantity, the Customer shall be charged £12.50 per man hour for the time taken to verify the subject matter and quantity; Valldata shall only accept deliveries on Business Days between 09:00 and 16:30 hours, except where the Customer has made arrangements with Valldata for deliveries to be received outside of these hours, in which case such deliveries are chargeable at a rate of £45.00 per consignment;
11. Limitation of liability		14. General		1.5	in respect of deliveries received on pallets, the Customer shall be invoiced for storage and insurance (if applicable) at the current rate per pallet per week as set out in a Quotation (if any), or as otherwise notified to the Customer in writing;
11.1	Nothing in these Terms shall limit or exclude Valldata's liability for:	14.1	Neither party shall be deemed to be in breach of a Contract, or otherwise liable to the other, by reason of any delay in performance or non-performance of any of its obligations under a Contract to the extent that such delay or non-performance is due to Force Majeure.	1.6	in respect of deliveries which are not received on pallets, the volume shall be calculated on the basis of 4' by 4' by 2'6" being a 'pallets-worth' (rounded up to the next full pallet) and the Customer shall be invoiced at the current rate per pallet per week as set out in a Quotation (if any) or as otherwise notified to the Customer in writing;
(a)	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;	14.2	Valldata may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under a Contract to any third party or agent. The Customer shall not, without the prior written consent of Valldata, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under a Contract.	1.7	all quantities marked on delivery packaging or consignment notices shall be deemed to be correct and Valldata shall not be liable for any losses arising as a result of any inaccuracy of such, except where the Customer has instructed Valldata to carry out stock verification as part of the Services chargeable at a rate of £12.50 per man hour; and
(b)	fraud or fraudulent misrepresentation;	14.3	Any notice to a party under a Contract shall be in writing, signed by or on behalf of the party giving it and shall be delivered personally, by pre-paid first class post or prepaid recorded delivery to the address of the Valldata or the Customer as set out in the Order, or as otherwise notified in writing from time to time. A notice shall be deemed to have been served at the time of delivery, if delivered personally, or 48 (forty eight) hours after posting for an address in the United Kingdom and 5 (five) Business Days after posting for any other address. For the purposes of this clause 14.3, "writing" shall not include e-mails and for the avoidance of doubt notice given under a Contract shall not be validly served if sent by e-mail.	1.8	deliveries may be stored at: (i) the address as set out on page 1 of these Terms; (ii) Datum House, 6 Lancaster Road, Bowerhill, Melksham, SN12 6SS; or (iii) any other reasonable location used by Valldata.
(c)	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or	14.4	No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under a Contract or otherwise.		
(d)	any other liability which cannot at law be limited or excluded.	14.5	Nothing in a Contract shall create a partnership or joint venture between the parties and neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party.		
11.2	Subject to clause 11.1, Valldata shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any of the following howsoever arising under or in connection with a Contract and even if foreseeable by the parties:	14.6	A Contract sets out the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of a Contract. Each party acknowledges that it has entered into a Contract in reliance only on the representations, warranties, promises and terms contained in a Contract and, save as expressly set out in a Contract, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the date of a Contract unless it was made fraudulently.		
(a)	subject to clause 5.1, any loss or damage to the Customer Materials. The Customer is advised to arrange insurance cover in respect of such losses and Valldata can provide information regarding insurance cover at the Customer's request;				
(b)	loss of profit;				
(c)	loss of data;				
(d)	loss of business;				
(e)	loss of contracts;				
(f)	loss of revenue (including charitable donations);				
(g)	loss of goodwill;				
(h)	loss of anticipated savings; or				
(i)	any indirect or consequential loss.				
11.3	Subject to clause 11.2, Valldata's total liability to the Customer in respect of all losses arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount actually paid by the Customer for the Services under such Contract.				
11.4	Except as expressly set out in these Terms all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from a Contract.				
11.5	Valldata has no liability to the Customer in respect of postal Mailings once the same have been validly delivered by Valldata to the Royal Mail or any other relevant third party postal delivery service provider.				

**Appendix A  
Delivery and Charges**