

Packets & Parcels Agreement

1. Customer details (in block capitals please) Customer ID: (internal use only) _____

Customer: [Full legal name] **RUACH MUSIC LTD**

Contact person: **STEPHEN HENDERSON** Contact Number: **DPA**

Registered office address: **10 NICHOLSONS ROAD, KILKEEL, NEWRY, BT34 4JN**

Trading address: (if different from registered office address) **AS PER REGISTERED ADDRESS**

Collection address: (if more than one address, list in Schedule 1) **AS PER REGISTERED ADDRESS**

Company registration number: **NI623194** [mandatory if limited company] VAT Number: _____

2. Commencement Date: **11/01/2021**

3. Minimum Term: 12 months from the Commencement Date.

4. Services: The services to be provided are as follows ("Services").

Whistl Parcel	Royal Mail Retail	Hermes	Yodel	DPD
Not Quoted	X	X	X	Not Quoted

Services are subject to the provisions of the applicable Customer Guide (and carrier appendix) for each service (which means the Customer Guide (and appendix) as amended from time to time by Whistl). Each Customer Guide is available from Whistl's website or your account manager.

5. Customer requirements and profile (where applicable)

This agreement is non exclusive.

The Customer must meet the following minimum volumes ("Minimum Volume") and profile of items in every 12-month period of the agreement (starting on the Commencement Date). If the Customer does not meet the Minimum Volume, Whistl will charge the Minimum Volume Charge (calculated in accordance with Schedule 2):

	Minimum Volume:	Minimum Volume Per Collection:
Tracked	4,800	
Premium Tracked	2,400	
Part Tracked - InSight	25,000	
Untracked Ahsort	1	
Untracked - Premier		

6. Charges

The charges for the Services ("Charges"), and any applicable surcharges ("Surcharges"), are set out in Schedule 2. The Charges are subject to change in accordance with condition 9 of Schedule 3.

By signing below, the Customer confirms that it has read and agrees to the details of this Service Agreement, the Whistl Customer Guides and the Schedules and these (and any documents referred to in them) form the entire basis of our contract to the exclusion of any other terms.

<p>Signature: _____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Duly Authorised on behalf of The Customer</p> <p>STEPHEN HENDERSON</p> <p>Print Name: _____</p> <p>DIRECTOR</p> <p>Job Title: _____</p> <p>07 Jan 2021</p> <p>Date: _____</p>	<p>Signature: _____</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Duly Authorised on behalf of Whistl UK Limited</p> <p>ANDREW GODDARD</p> <p>Print Name: _____</p> <p>COMMERCIAL DIRECTOR</p> <p>Job Title: _____</p> <p>04 Jan 2021</p> <p>Date: _____</p>
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Schedule 1 Services, Standards and Operational Assumptions

1. Services

All "Postal Services" are identified in the table below. For a full description of the Services please refer to the Whistl Customer Guides.

Service	Product name	Description	Delivery Window
Part Tracked	InSight	UK part-tracked postal service	The service aim targets delivery Monday to Saturday by typically the third working day after receipt at Whistl's depot
Untracked	Allsort	Unsorted UK postal service	The service aim targets delivery Monday to Saturday by typically the third working day after receipt at Whistl's depot
	AllSort BFPO	Unsorted British Forces postal service	The service aim targets delivery Monday to Friday typically within 4-8 working days after collection by Whistl
	AllSort International	Unsorted International postal service	The service aim targets delivery Monday to Friday typically within 4-8 working days after collection by Whistl dependant on the country
	Premier 2 Day	PreSorted High Sort and/or Low Sort UK postal service	The service aim targets delivery Monday to Saturday by typically the second working day after receipt at Whistl's depot
	Premier 3 Day	PreSorted High Sort and/or Low Sort UK postal service	The service aim targets delivery Monday to Saturday by typically the third working day after receipt at Whistl's depot

All "Courier Services" are identified in the Customer Guide and appendices to the Customer Guide.

2. Service Standard

The time for delivery of an item is not guaranteed. The information set out in the table above shows the aims of each of the Services. Whistl aims to arrange for delivery within the Delivery Window, but is not bound to deliver items by those dates or times.

Notwithstanding that time for delivery is not guaranteed, Whistl will use its reasonable endeavours to perform the Services so that an average of at least 95% of deliveries during each calendar month are made, or attempted, within the Delivery Window ("**Service Aim**"). Any delays which are caused (directly or indirectly) by an act or omission of the Customer (or its agents, employees or contractors) will be excluded from the calculation of the Service Aim. If, in each of three consecutive calendar months, Whistl's performance of the Services falls below the Service Aim, such performance will be deemed to be a "**Service Failure**" and the Customer shall be entitled to terminate the agreement in accordance with clause 15 of Schedule 3 of this agreement. The Customer's right to terminate shall be the Customer's sole remedy in relation to a Service Failure. Whistl will measure the performance of the Service and the achievement of any Service Aims. In the absence of manifest error, Whistl's measurements shall prevail over any information provided by, or on behalf of, the Customer.

Where a Service is scheduled to take place during any Peak Period, the time stated for the Delivery Window will be increased by 1 working day.. A "**Peak Period**" means the period starting on 1st November and continuing up to, and including, 21st January in each calendar year.

3. Return To Sender

Undeliverable items despatched on Tracked and Premium Tracked courier services will be returned via Whistl by the seventh working day after the first return-to-sender scan by either Whistl or its carrier (as defined in the Customer Guide). Return delivery times are not guaranteed as part of this agreement.

4. Operational Assumptions

Collection Information

Collection Postcode	BT34 4JN
First Injection Location	Belfast
Trading Weeks per Year	52
Collections per Week	5

Collection Type	Small Van
Stand Trailer	No
Consumables	Yes
Type of Consumables	Royal Mail sacks

Annual Volume Analysis

Postal Services	
Untracked - AllSort	10
Tracked Lite - InSight	44,001

Courier Services	
Tracked	6,017
Premium Tracked	3,003

4. Operational Assumptions Cont'd.....

Item Profile

Postal Services

% Mix Large Letters	45.5%
% Mix Packets	54.5%
% Mix Parcels	0.0%

Packets	Length	Width	Height
Small	200	150	75
Medium	225	175	100
Large	250	200	125

Parcels	Length	Width	Height
Small	300	200	150
Medium	350	225	175
Large	400	250	200

Courier Services

% Mix Packets	0.0%
% Mix Parcels	0.0%
% Mix Parcels >15kg	0.0%
% Mix Large Parcels	0.0%

Average Dimensions		Maximum Dimensions	
Length	0	Length	0
Width	0	Width	0
Height	0	Height	0

Average Weight	Maximum Weight
5	20

Schedule 2 Charges and Surcharges

Prices are stated exclusive of VAT, and any other taxes which are applicable to the Services, which will each be charged at the prevailing rate.

If at any time, and for any reason, the Customer's collections require the use of vehicles from Whistl's large vehicle fleet, Whistl reserves the right to charge surcharges at its then prevailing rates where (i) the Customer books the collection late (i.e. after the time specified in the relevant Customer Guide for booking collections) or, (ii) where the volume of mail items collected is 25% or more lower than the forecast volume or, (iii) where the Customer has a booking for a collection but there is no mail to collect; and the Customer does not cancel collection in accordance with Whistl's process

Surcharges (at Whistl's prevailing rates) will also be applied for any delivery of consumables which is ordered outside the standard consumables ordering process (as set out in the most up to date version of the Customer Guide or otherwise notified to the Customer).

1. Postal Charges

The following table sets out the per item charges for Postal Services which will apply in this agreement. Where a service is listed in the table below, but no price has been included in the table for that service, any item which is sent using that service will be charged at a standard rate of £10 per item.

Untracked - AllSort

Service	Format	Weight Band	Whistl Price
Domestic	Letters	0-100g	£0.45500
		0-100g	£0.72000
	eCommerce Large Letters	101-250g	£0.99000
		251-500g	£1.15000
		501-750g	£1.50000
	Packets	0-1000g	£2.05000
		1001-1250g	£2.60000
		1251-1500g	£2.60000
		1501-1750g	£2.60000
		1751-2000g	£2.60000
Parcels	0-15kg	£5.00000	

Part Tracked - InSight

Service	Format	Weight Band	Whistl Price
Domestic	Letters	0-100g	£0.45500
		0-100g	£0.72000
	eCommerce Large Letters	101-250g	£0.99000
		251-500g	£1.15000
		501-750g	£1.50000
	Packets	0-1000g	£2.05000
		1001-1250g	£2.60000
		1251-1500g	£2.60000
		1501-1750g	£2.60000
		1751-2000g	£2.60000
Parcels	0-15kg	£5.00000	

*When Letters, Parcels, BFPO and International items are presented with InSight traffic, these will be processed as InSight exceptions and carry no tracking information.

The Customer must accurately state the volume of items to be sent using the Postal Services and Whistl may verify the actual volumes against stated volumes. Prices will be charged by Whistl on the basis of actual volumes presented. Unless there is a clear error, Whistl's record of the actual volumes presented shall be taken to be correct.

2. Tracked Items

The following surcharges will apply to all courier services and will be charged to the Customer:

Carrier surcharges	Whistl will charge the Customer for all surcharges that it receives from its carriers which relate to the Customer's items (this includes, but is not limited to, surcharges for format reversions) and an administration fee (to be charged at Whistl's prevailing rate).	The amount of the carrier's prevailing surcharge plus Whistl's prevailing administration fee
Fuel Surcharge	Whistl reserves the right to charge an additional charge equal to a proportion of the per item charges to take account of the cost of fuel.	Whistl's prevailing fuel surcharge rate.

a. Hermes Carrier Specific Services

i. Tracked Charges

The following table sets out the per item charges for Premium Tracked and Tracked services which will apply in this agreement. Where a service is listed in the table below, but no price has been included in the table for that service, any item which is sent using that service will be charged at a standard rate of £10 per item.

Tracked

Service	Format		Whistl Price					Optional Extra
			Mainland UK	Channel Islands	Highlands & Islands	Northern Ireland	Isle of Man	Compensation
48 NON POD	B2C	Packets	£2.25					£0.25
		Parcels	£3.14	£5.96	£4.95	£3.49	nqs	£0.25
72 NON POD	B2C	Light & Large	£8.55					£0.25
48 POD	B2C	Packets	£2.75					£0.25
		Parcels	£3.64	£6.46	£5.45	£3.99	nqs	£0.25
72 POD	B2C	Light & Large	£9.05					£0.25
48 ETA	B2C	Packets	£2.35					£0.25
		Parcels	£3.24	£6.06	£5.05	£3.59	nqs	£0.25

Tracked Premium

Service	Format		Whistl Price				Optional Extra
			Mainland UK	Channel Islands	Highlands & Islands	Northern Ireland	Compensation
24 NON POD	B2C	Parcel	nqs				£0.25
24 POD	B2C	Parcel	nqs				£0.25
24 ETA	B2C	Parcel	nqs				£0.25

Optional extras are per item charges by format in addition to the standard charge above for Premium Tracked and Tracked services.

Courier Services

Format	Maximum Dimensions	Maximum Weight
Packet	1.2m length. 2.25m length plus girth	2kg
Parcels	1.2m length. 2.25m length plus girth.	15kg
Light & Large	1.84m length. 2.4m girth	30kg

ii. Surcharges

The following surcharges will apply to courier services and be charged to the Customer for items shipped through the whistl parcel service:

Courier Services

Return To Sender (Undeliverable)	Where delivery of an item is refused, or the carrier is unable to achieve delivery or the item is undeliverable for any other reason.	Equal to the price of delivery
Fuel Surcharge	An additional charge equal to a percentage of the per item charges will be added to the price for all Tracked and Tracked Premium services to take account of the cost of fuel.	Whistl Prevailing Rate
Relabelling	When an item is relabelled due to, but not limited to, a service reversion, incorrect postcode, print quality or delivery address or the item needs to be relabelled for any other reason.	£0.50
H1	A Parcel or Light & Large has been received which was declared with dimensions and a weight less than the maximum dimensions for a Parcel.	£1.00
H2	A Light & Large Parcel has been received which was declared with dimensions and a weight less than the maximum dimensions for a Parcel.	£5.00
H3	An item has been received which exceeds the maximum dimensions and/or weight for a Light & Large Parcel.	£25.00

b. Royal Mail retail Carrier Specific Parcel
i. Tracked Charges

The following table sets out the per item charges for Premium Tracked and Tracked services which will apply in this agreement. Where a service is listed in the table below, but no price has been included in the table for that service, any item which is sent using that service will be charged at a standard rate of £10 per item.

Tracked

Service		Format	Whistl Price
			Mainland UK
48 NON POD	B2C	Letterboxable	£2.10
		Parcels	£2.39
48 POD	B2C	Letterboxable	£2.89
		Parcels	£2.75

Tracked Premium

Service		Format	Whistl Price
			Mainland UK
24 NON POD	B2C	Letterboxable	nqs
		Parcels	nqs
24 POD	B2C	Letterboxable	nqs
		Parcels	nqs

Optional extras are per item charges by format in addition to the standard charge above for Premium Tracked and Tracked services.

Courier Services

Format	Maximum Dimensions	Maximum Weight
Letterboxable	353 x 250 x 25 mm	1kg
Parcel *	400 x 300 x 250 mm	5kg

* Based on an average weight of 2kg and volumetric under 5 litres

ii. Surcharges

The following surcharges will apply to courier services and be charged to the Customer for items shipped through the whistl parcel service:

Courier Services

Return To Sender (Undeliverable)	Where delivery of an item is refused, or the carrier is unable to achieve delivery or the item is undeliverable for any other reason.	Equal to the price of delivery
Fuel Surcharge	An additional charge equal to a percentage of the per item charges will be added to the price for all Tracked and Tracked Premium services to take account of the cost of fuel.	Whistl Prevailing Rate
Item greater than 31.5L	An additional charge for all items greater than 31.5L volumetric.	£7.500
Oversized Letterboxable	A National reversion of all letterboxable items for items that are declared as letterboxable that have weights and/or dimensions in excess of a letterboxable item	£1.000
SMS Messaging	Proactive messaging	£0.000
Email Messaging	Proactive messaging	£0.000
Offshore	Deliveries outside of the Mainland UK	£0.000
2 Hour Delivery Window	Proactive messaging	£0.000
£100 compensation	Compensation per item for loss	£0.000

c. Yodel Carrier Specific Parcel

i. Tracked Charges

The following table sets out the per item charges for Premium Tracked and Tracked services which will apply in this agreement. Where a service is listed in the table below, but no price has been included in the table for that service, any item which is sent using that service will be charged at a standard rate of £10 per item.

Tracked

Service	Format	Whistl Price				Optional Extra
		Mainland UK	Channel Islands	Republic of Ireland	Offshore	POD
48 NON POD	XPRESS MINI	£2.65			£4.50	
	XPRESS PARCEL	£3.19			£4.95	Inclusive
	XPECT PARCEL	£3.75	£7.25	£7.25	£5.50	Inclusive
	XPECT XL	£7.75			£9.45	Inclusive

Tracked Premium

Service	Format	Whistl Price				Optional Extra
		Mainland UK				POD
24 NON POD	XPRESS PARCEL	nqs				Inclusive
	XPECT PARCEL	nqs				Inclusive

Optional extras are per item charges by format in addition to the standard charge above for Premium Tracked and Tracked services.

Courier Services

Format	Maximum Dimensions	Maximum Weight
XPRESS MINI	50cm longest length 0.031m3 volume	3kg
XPRESS PARCEL	90cm longest length 0.113m3 volume	17kg
XPECT PARCEL	120cm longest length 0.23m3 volume	30kg
XPECT XL	170cm longest length 0.28m3 volume	31.5kg

ii. Surcharges

The following surcharges will apply to courier services and be charged to the Customer for items shipped through the whistl parcel service:

Courier Services

Return To Sender (Undeliverable)	Where delivery of an item is refused, or the carrier is unable to achieve delivery or the item is undeliverable for any other reason.	Equal to the price of delivery
Fuel Surcharge	An additional charge equal to a percentage of the per item charges will be added to the price for all Tracked and Tracked Premium services to take account of the cost of fuel.	Whistl Prevailing Rate
Aborted van collection	Attempted ad hoc or scheduled collection but nothing to collect.	£10.00 per collection
Aborted trailer collection	Attempted ad hoc or scheduled collection but nothing to collect or cancellation received post 18:00 the prior working day (Mon-Fri).	Trailer collection cost
Away collection	For collections from a site not listed as a scheduled collection address in Section 3- Client and Site Requirements Schedule.	£10.00
BFPO	For deliveries made to RAF Northolt for onward shipping to BFPO addresses.	£8.72
Non-machinable parcels	A maximum of 5% of Parcels may be non-machineable in any single billing period (such billing period to be in line with the invoice frequency specified in the Payment Information section of Appendix 1- Operational Assumptions Schedule). Above 5% levies this surcharge. An additional charge per	£2.00
PAN	Where Pre Advice Data has not been provided in accordance with Appendix 1- Terms and Conditions or is provided without a corresponding parcel entering the Yodel network.	£0.50
XPRESS Surcharge	For items shipped on XPRESS services where the item exceeds one or more of the following: 17kg weight, 90cm length or 0.113m3 volume.	£5.00
Out of Gauge (OGL1 / OGV1)	For items shipped on any service (other than the XPECT XL service) where the item is between 120cm & 170cm in length and/or 0.23m3 & 0.28m3 in volume.	£5.00
Out of Gauge (OGL2 / OGV2 or OGL3 / OGV3)	For items shipped on any service where the item exceeds one or more of the following: 30kg weight, 170cm length or 0.28m3 volume.	£15.00
Oversized Item	An item has been received which exceeds the maximum dimensions and/or weight for an xpect XL Parcel.	£75.00
XPRESS Mini Surcharge	For items shipped on XPRESS Mini services where the item exceeds one or more of the following: 3kg weight, 45cm length or 0.0315m3 volume.	£1.00

3. Charge increases

- Whistl will review the charges in the contract at least 30 days prior to the anniversary of this agreement and agree in writing with the Customer the charges for the next 12 months.
- If the parties cannot agree the charges to apply for the next 12 months [at least 30 days prior to] the anniversary of this agreement, the charges will be increased by [5%].
- Notwithstanding any other provision in this agreement, the charges will be increased to incorporate any increase in rates from any carrier used by Whistl to provide the Services, with effect from the date on which the increase is implemented by that carrier.
- In relation to Postal Services, Whistl can increase charges by giving notice in writing giving 10 days notice of the change.

4. Minimum Volume Charge

The Minimum Volume Charge will be calculated as follows (for the client ID's identified in Section 1 of this contract):

- Whistl will calculate the number of items sent by the Customer using the relevant Service ("**Customer Actual Volume**");
- Whistl will deduct the Customer Actual Volume from the Minimum Volume (the result is the "**Volume Shortfall**");
- Whistl will multiply the Volume Shortfall by the average price per item charged for that Services in the preceding 12-month period, to give the Minimum Volume Charge.

5. Cost Refund

The Customer acknowledges that, where Whistl has arranged for an API interface to be set up for the Customer as part of the integration process for the services, Whistl has incurred costs of £5,000 (exclusive of any applicable VAT) (the "**Set Up Cost**"). If the Customer does not meet the Minimum Volume, without prejudice to its other rights under this agreement, Whistl will be entitled to charge to the Customer, and the Customer will pay, the amount of the Set Up Cost. All payments under this paragraph will be made in accordance with clause 9 of Schedule 3 of this agreement

Schedule 3 Terms and Conditions

1. Services

Whistl will provide the Services specified in the Service Agreement. The standards and operational assumptions for the Services are set out in Schedule 1. All items must comply with Whistl's Customer Guide for the Service and any carrier appendix in the Customer Guide (as amended from time to time by Whistl) (together the "Customer Guide"). The Customer Guide forms part of this agreement. If the items sent by the Customer do not comply with the Customer Guide, (if Whistl decides to, and is able to do so operationally) the items will be processed and sent by Whistl using the service which applies to the actual specification of the items and Whistl will charge the Customer the prevailing price for that service. Delivery is subcontracted to different carriers and Whistl will choose the organisations Whistl uses for delivery. Whistl (or its carriers) will choose the routing of all deliveries. No one other than a party to this agreement shall have any right to enforce any of its terms.

2. Prohibited items

Whistl does not accept, and the Customer must not require it to collect or deliver, any items which are prohibited by any law, or any regulation or code of practice, or which are subject to dangerous goods legislation, or which are prohibited on any prohibited items list in Whistl's Customer Guide, at whistl.uk/prohibiteditems or by its carriers (these are called "Prohibited Items"). Whistl may require the Customer to show samples of the items the Customer wishes to ship but, whether or not Whistl asks for this, it is the Customer's full responsibility to ensure that no Prohibited Items are handed over to Whistl or its carriers. If the Customer does hand over any Prohibited Items, the Customer will indemnify and hold Whistl fully harmless from all liabilities, costs, expenses, damages and losses Whistl may incur and the Customer also agrees that Whistl can deal with any Prohibited Items in whatever way Whistl thinks fit. Whistl reserves the right to refuse to accept or collect items from the Customer, at any time, for any reason including if Whistl has reason to believe any items contain Prohibited Items or if the Customer has not paid any charges by the due date.

3. Opening items

In order to make sure that there are no Prohibited Items, or in order to return an item which does not bear a return address, or to comply with disclosure requirements imposed by law or regulations or for any other reason, Whistl (or its carriers) may need to open items. The Customer understands that Whistl (and its carriers) have this right and will hold Whistl (and its carriers) harmless against any claims received or make good any loss or damage incurred.

4. How much compensation is the Customer entitled to if Whistl fails to perform?

Whistl aims to deliver the Customer's items safely, and on time, but Whistl does not accept unlimited responsibility for anything that happens to those items. Whistl's limits of liability (whether the liability arises under contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) under this agreement, are as follows:

- Our responsibility for any item sent using Tracked or Premium Tracked Services starts when the item is first scanned either by Whistl or at its carrier's depot and ends when the item is delivered. An item is delivered on the earlier of (i) the first delivery attempt by the carrier, or (ii) when it is actually delivered to a recipient (whether or not the addressee), or (iii) it is returned to Whistl. Whistl will not be liable for any loss, damage or other liability arising outside this period.
- Whistl will not be liable (i) if a recipient of an item denies receiving the item, or (ii) if an item is damaged during the performance of the Services, or (iii) if an item is mis-delivered by a carrier.
- Delivery dates and times are not guaranteed (and except as provided in this clause) Whistl does not accept any liability if items are delayed or delivered after the expected delivery date or time.
- Whistl will be liable to compensate the Customer only in the circumstances set out in the carrier appendix in the Customer Guide. The Customer Guide also sets out the process for claiming compensation Whistl will have no other liability to the Customer in respect of such loss, damage or mis-delivery.
- Optional compensation may be purchased in respect of certain Services. The Services for which it is available, the amount of the compensation, the process for claiming the compensation and Whistl's exclusions of liability to pay the optional compensation are set out in the Customer Guide.
- Whistl does not accept and expressly disclaims any liability for (i) special, indirect, incidental or consequential losses or damages, (ii) any loss of profit, loss of revenue, loss of contract, loss of opportunity, wasted costs or loss of goodwill (howsoever arising), (iii) any act, omission or service of any carrier.
- Whistl is not responsible for the quality, fitness for purpose, accuracy, completeness or speed of any carrier management software or any other software which is used in relation to Whistl's services and Whistl gives no warranty or representation that such software will be fault-free or bug-free or virus-free. The Customer is fully responsible for, and must satisfy itself as to, whether or not to use such software.
- Whistl does not limit or exclude its liability for death or personal injury caused by its negligence, for fraudulent representation and/or for any other liability which Whistl is not permitted to limit or exclude by law. If the Customer needs protection above the limits in this agreement, the Customer should take out appropriate insurance.
- In this clause 4, a "Year of the Contract" means any period of twelve consecutive months, from the Commencement Date or an anniversary of the Commencement Date.
- Subject to the foregoing provisions of this clause 4, Whistl's aggregate liability under this agreement will not exceed the lower of (i) the proportion of the Charges payable to Whistl (excluding all carrier charges and surcharges, VAT and any other government taxes or other levies) in a Year of the Contract and (ii) £1 million.

5. How to bring a claim

Even if the Customer has a claim, the Customer agrees to pay Whistl's charges and all costs, independently of any eventual settlement. If the Customer does have a claim, the Customer agrees that it will (i) report it in writing to the Whistl Customer Services Department and (ii) do so as soon as possible and, at the very latest, within 7 days of the date of collection. If the Customer does not comply with this procedure, Whistl will not accept liability for any claim.

6. Force Majeure

Whistl is not in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from any event or circumstance outside its (or its carrier's) reasonable control including (but not limited to) an act of God, act or order of local government or government, strike, lockout, labour dispute, war, fire, explosion, epidemic, pandemic, flood, frost, ice, snow, fog, earthquake or storm, or other adverse weather conditions, disruption to transport networks, utilities failure, mechanical problems to modes of transport or machinery, actual or threatened acts of terrorism, explosion, and civil commotion.

7. Collection and delivery methodology

- The relevant carrier's collection and delivery processes (including the processes for items which are undelivered for any reason) will apply to the collection, carriage and delivery of each item. These requirements are set out in the relevant Customer Guide and the carrier appendix. If undelivered items are returned to Whistl for any reason, Whistl will deal with them in any way Whistl considers appropriate (which may involve arranging for delivery, returning them to the Customer or arranging for collection by the Customer or selling or destroying the items). If any charge is levied by a carrier for handling any undelivered items, those charges will be passed on to the Customer, at cost. The Customer will also comply with all legal requirements relating to the transport of the items.
- In relation to Postal Services, the Customer will comply with the provisions of the Customer Guide (as amended by Whistl from time to time) which forms part of the agreement. The Customer must also include a return address in the United Kingdom which has been agreed with Whistl, on each item. Items which cannot be delivered for whatever reason, will be returned by Royal Mail free of charge, to the address printed on the item. There will be no return service for mail addressed outside of the United Kingdom, other than BFPD addresses overseas. If an item does not bear a return address, Whistl will endeavour to return the items to the Customer at the Customer's cost or (by agreement) will make them available for collection by the Customer.

8. Claims brought by third parties

The Customer undertakes to Whistl that the Customer shall not permit any other person who has an interest in the items to bring a claim or action against Whistl even though Whistl may have been negligent or in default and if a claim or action is made the Customer will indemnify Whistl against the consequences of the claim or action and the costs and expenses Whistl incurs in defending it.

9. Charges and payment terms

Charges: The charges for the Services are set out in Schedule 2. Charges are subject to change for a number of reasons including (without limitation) if costs beyond Whistl's reasonable control increase, if the prices charged by its carriers increase, or if the actual volumes or item profile differ from the figures in section 5 of the Service Agreement. In addition, charges are subject to periodic review. Whistl will confirm any change in charges by giving the Customer at least 10 days' written notice.

Surcharges: Whistl will charge to the Customer, and the Customer will pay, all surcharges which are incurred in relation to the Customer's items, including those set out in Schedule 2.

Payment: Invoices must be paid by Direct Debit in full and funds cleared within 14 days of the date of the invoice. No set-off, deduction or withholding is permitted. Prices are stated exclusive of applicable VAT. Invoice queries should be raised in writing with the Whistl Customer Services Department within 14 days of the date of invoice. If the Customer's credit rating is reduced by a credit rating agency, Whistl can change the Customer's payment terms by giving written notice to that effect.

Credit limit: Whistl may agree a credit limit with the Customer. This amount is set out in the Service Agreement. Whistl can amend that credit limit by notice to the Customer from time to time.

The Customer must accurately state the volume of items tendered and Whistl may verify the actual volumes against stated volumes. Prices will be charged by Whistl on the basis of actual volumes presented. Unless there is a clear error, Whistl's record of the actual volumes presented shall be taken to be correct.

10. Late payment

If the Customer does not pay the charges by the due date, or if the Customer exceeds the Customer's current credit limit, Whistl will be entitled to suspend the Services. Whistl will recommence the Services once Whistl has received all outstanding amounts due to it.

Whistl will charge interest at the statutory interest rate plus statutory compensation (calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended) on any amounts which are not paid by the due date for payment. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer will pay the interest together with the overdue amount.

In addition to any other right or remedy available to it, (except for items sent through Postal Services) Whistl will have a lien and power of sale over the items for the charges. If the charges are not paid by the due date, Whistl is entitled to (a) retain the items in its possession until full payment is made, and (b) dispose of the items in such manner and at such price as Whistl thinks fit by giving written notice to the Customer. Whistl will apply the proceeds of any such disposal towards the payment of any overdue charges and associated expenses, and account to the Customer for any surplus.

11. Customs Duties and Documentation

The Customer shall be responsible for all documentation which is necessary to send the mail to its destination and for the payment of all duties, levies, taxes and similar payments which are due in relation to sending the mail to its destination. The Customer will indemnify Whistl against, and on demand pay to Whistl the amount of, all liabilities, losses, claims, costs, fees, expenses, penalties, fines and other charges which it incurs as a result of the Customer's failure to comply with this clause.

12. International postal regulations

Under certain postal regulations, it is possible for the postal administration in many countries to levy a surcharge or even to return or refuse to deliver mail. This can happen if, for example, the Customer posts mail using the services of a foreign postal administration but the Customer is resident in the country in which the mail is to be delivered (this is called "ABA re-mail") or if the Customer posts mail for delivery in a third country, using the services of a postal administration which is not the postal administration in the Customer's country of residence or the country of final delivery (this is called "ABC re-mail"). If any situation occurs where any of shipments are subject to surcharging, non-delivery, return or even destruction as a result of postal regulations, the Customer will be responsible for the consequences and will hold Whistl completely harmless and indemnify it against all costs, charges, surcharges, levies, fines, penalties or other liabilities arising from such action. The Customer shall also provide all requested assistance to Whistl if Whistl chooses to challenge any such liability.

13. Consumables and Whistl's Property

If Whistl makes consumables or any other property available to the Customer to enable Whistl to provide the Service ("consumables"), the Customer must keep them in a secure location and use them only in connection with the Services. The Customer must not let any third party use the consumables unless Whistl has given the Customer prior written consent. If Whistl requests the Customer to return any consumables, the Customer must do so immediately and, if the Customer does not, the Customer acknowledges that Whistl can charge the Customer for replacing them. If there is any loss or theft of, or damage (beyond fair wear and tear) to, the consumables Whistl will be entitled to claim compensation from the Customer, to cover the costs of repair or replacement.

14. TUPE

The parties agree that there will be no relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("Employment Regulations") on or after the Commencement Date, if the Employment Regulations do apply to transfer the employment of any person employed by the Customer, or any other person, to Whistl:

- the Customer will indemnify Whistl against all costs, claims, liabilities and expenses (including reasonable legal expenses) incurred by Whistl in connection with or as a result of (i) any claim or demand by any individual arising from any act, fault or omission of the Customer (or the previous employer) prior to the date of the transfer, (ii) any failure by the Customer (or any other person) to comply with the Employment Regulations, or any award of compensation made under them, and (iii) a claim by a person who transfers or alleges that they have transferred to Whistl,
- if Whistl serves notice terminating the employment of such person within six months after the date of such transfer, the Customer will indemnify Whistl in respect of any statutory or contractual redundancy payment payable in respect of such person, and any compensation or damages which Whistl is obliged to pay to such person for unfair and/or wrongful dismissal or as a reasonable settlement of a claim for such compensation or damages.

15. Termination

Whistl can terminate this agreement by giving the Customer no less than 7 days' written notice at any time or immediately if the Customer is in material breach and has failed to remedy the same within 30 days of notice of such breach, is insolvent or unable to pay its debts as they fall due. The Customer can terminate at the end of the Minimum Term by giving Whistl no less than 30 days' written notice before the end of the Minimum Term. If the Customer does not give notice, this agreement will continue and the Minimum Term will be extended by the same period as the original Minimum Term, where the expected volumes will remain the same unless otherwise agreed. This process will be repeated at the end of each extension of the Minimum Term.

The Customer acknowledges that the prices and terms offered by Whistl in this agreement are based on the agreement continuing for the Minimum Term and the Customer sending the Minimum Volume of items using the Services. Except where the Customer terminates the agreement for a Service Failure, if the Customer ends the agreement during the Minimum Term Whistl will charge the Customer the Minimum Volume Charge in respect of the Minimum Volume which would have been sent from the date of termination up to, and including the last day of the Minimum Term.

16. Data Protection

The provisions relating to data protection are set out in the Customer Guide.

17. Law and Jurisdiction

This agreement is governed by the laws of England and Wales. Disputes (other than debt recovery or injunctive relief claims and proceedings brought by Whistl which shall be subject to the exclusive jurisdiction of the English Courts) shall be settled by mediation at the Centre for Dispute Resolution (CEDR), London in accordance with its Model Mediation Procedure and, if mediation fails, either party can bring proceedings in the English Courts. Any delay in enforcing its rights will not prevent a claim being brought at a later date.

18. General

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable (i) the parties will negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision and (ii) it will not affect the validity and enforceability of the rest of this agreement.

Any notice given to a party under or in connection with this agreement will be in writing (including by email) and will be served (i) if by post or courier, at the addresses given in the Service Agreement (or any other address in the UK notified in writing by a party from time to time) or (ii) by email, at the email address provided for the purpose in the Service Agreement (or any other email address notified in writing by a party from time to time for the purpose of receiving notices). A notice will be deemed to have been received if delivered by hand, or signature of a delivery receipt or at the time the notice is left at the proper address or if sent by post, at 9.00 am on the third working day after posting or at the time recorded by any recorded delivery service.

This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Services. Unless otherwise stated in the agreement, a change to the agreement is only valid if there is a separate written agreement, signed by duly authorised representatives of both parties.

Whistl reserves the right to assign this agreement and any of its rights and obligations under the agreement to a third party.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.



Issuer Whistl UK Limited

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Parties involved with this document

Document processed	Party + Fingerprint
Mon, 04 Jan 2021 13:32:38 +0000	Andrew Goddard (Whistl UK Limited) - Signer (ad9b7b7955f849cf4c9000a93f6af406)
Thu, 07 Jan 2021 12:04:15 +0000	Ruach Music Limited (Stephen Henderson) - Signer (bb2a18569c16c6fc9ef76172dcb36d0b)

Audit history log

Date	Action
Thu, 07 Jan 2021 12:04:15 +0000	The envelope has been signed by all parties. (81.136.72.127)
Thu, 07 Jan 2021 12:04:15 +0000	Ruach Music Limited (Stephen Henderson) signed the envelope. (81.136.72.127)
Thu, 07 Jan 2021 12:00:27 +0000	Ruach Music Limited (Stephen Henderson) viewed the envelope. (81.136.72.127)
Thu, 07 Jan 2021 12:00:22 +0000	Ruach Music Limited (Stephen Henderson) opened the document email. (81.136.72.127)
Thu, 07 Jan 2021 12:00:20 +0000	Ruach Music Limited (Stephen Henderson) opened the document email. (81.136.72.127)
Thu, 07 Jan 2021 10:32:17 +0000	Ruach Music Limited (Stephen Henderson) opened the document email. (81.136.72.127)
Thu, 07 Jan 2021 10:28:02 +0000	Document emailed to stephen@ruach-music.com (3.10.144.23)
Thu, 07 Jan 2021 10:28:01 +0000	Sent Ruach Music Limited (Stephen Henderson) a reminder to sign the envelope. (3.8.173.210)
Thu, 07 Jan 2021 10:28:01 +0000	The active signer will be automatically reminded. (3.8.173.210)
Wed, 06 Jan 2021 07:50:11 +0000	Ruach Music Limited (Stephen Henderson) opened the document email. (81.136.72.127)
Mon, 04 Jan 2021 15:38:48 +0000	Andrew Goddard (Whistl UK Limited) opened the document email. (85.13.250.99)

Mon, 04 Jan 2021 15:38:42 +0000 Andrew Goddard (Whistl UK Limited) opened the document email.
(85.13.250.99)

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(stephen@ruach-music.com) for signing. (85.13.250.99)

Mon, 04 Jan 2021 13:32:38 +0000 Andrew Goddard (Whistl UK Limited) signed the envelope. (85.13.250.99)

Mon, 04 Jan 2021 13:32:19 +0000 Andrew Goddard (Whistl UK Limited) viewed the envelope. (85.13.250.99)

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