

# Terms and Conditions of Trading of Leaflets Limited.

These Terms and Conditions are deemed to be incorporated into any agreement entered into with Leaflets Limited. Confirmation of any Order for distribution and/or print and distribution is conditional on Acceptance of the following Terms and Conditions. Orders for design or design and print only will also be subject to the Terms and Conditions of the various contractors we use for the provision of these services which are available on request prior to placement of any order.

## DEFINITIONS.

**Company** – means Leaflets Limited.

**Client** – means the individual, firm or limited company described in an Order with whom the Company is contracting.

**Conditions** – The Company's Terms and Conditions as set out herein.

**Confirmation of Order** – means the Company's written Confirmation of Order/Proforma invoice.

**Distribution Area** – the area(s) in which distribution is scheduled to take place as stated in the Confirmation of Order.

**Price** – the price stated in The Confirmation of Order/Proforma Invoice documents.

**Start/Finish dates** – the expected duration of the exercise as stated in the Confirmation of Order

**Special Instructions** – as stated in the Confirmation of Order.

## ORDERS/ARRANGEMENTS.

All quotations, orders, contracts for goods and/or services and work performed are subject to the Terms and Conditions herein. No Order or Request submitted by the Client shall be deemed to have been accepted until confirmed in writing by The Company. Where exceptionally a Verbal Agreement is made this will have no validity in the event of a subsequent dispute.

## SUPPLY OF LEAFLETS FOR DISTRIBUTION.

The Client is responsible for the safe delivery of stock to the address stipulated by The Company by the date and time specified in the Confirmation of Order. Stock must be in secured boxes with details of the content and number of items shown clearly on the exterior of each box. Individual boxes should not exceed 10 kg in weight. Leaflets will be stored in a dry and reasonably secure location pending distribution but it is the responsibility of The Client to insure the material against any shortfall should loss/damage involving the material occur and the Insurers of Leaflets Limited decline all or part of any claim.

## PAYMENT TERMS.

For Distribution Only full payment is required by The Company 7 days prior to commencement of the distribution. Payment can be made by cheque, credit/debit card, or direct bank transfer.

Delivery will not be commenced until payment has been received and late payment may result in delay or postponement of a scheduled delivery.

For design and print orders no work will be commenced until payment has been received.

## START & FINISH DATES.

Start/Finish dates for delivery of goods and/or services as agreed are made in good faith and The Company will endeavour to complete the delivery between those dates.

Solus Delivery will be delivered within the timescales agreed with The Client and stated on the Confirmation of Order. For all other categories of delivery service The Company reserves the right to vary the method and timing of supply of goods or services at its discretion and shall not be held liable for delays in delivery or non delivery caused by circumstances beyond its control.

## AREA COVERAGE.

The Company will endeavour to deliver to as many households in the Distribution Area(s) specified on the Confirmation of Order as is reasonably possible but cannot guarantee to deliver to every household or to specific individual addresses. Reasons why delivery may not be made to certain properties include, but are not limited to the following: i) a property may not have a letterbox on the front door, ii) there is warning of a dog iii) the property would seem to be derelict/unoccupied iv) the property is in multi occupancy and access to some or all residents may not be possible, v) if there is a notice at the property stating that the occupant(s) do not wish to receive unaddressed mail vi) the occupants have written to Leaflets Ltd or the DPS (Door Drop Preference Service) saying they do not want unaddressed material delivered in which case we will not deliver to that address vii) the address(es) in question are not on the main Distributor Area route or because the mail is not addressed the delivery person(s) have inadvertently missed a property. viii) Leaflets Ltd do not expect or advise their delivery persons to deliver mail to any area or address where they do not feel safe in doing so. Bulk distribution of unaddressed mail to an area is a cost effective means of getting mass coverage and does not for the aforesaid reasons guarantee to cover every household. Where this is a requirement then addressed direct mail is the better option.

## SHORTFALL/SURPLUS OF MATERIALS.

Any shortfall or surplus of leaflets/materials will be advised to The Client at the earliest opportunity for his/her instructions. A surplus can be collected by The Client or delivered to areas adjacent to the contracted Distribution Area of his/her choice.

## CONTENT OF STOCK.

Material for distribution is accepted only on the basis that it meets the conditions of the British Codes of Advertising. The Company reserves the right to refuse to carry out a distribution of any material at its absolute discretion which it deems to be obscene, offensive, racist, unlawful, dangerous or for any other reason unsuitable for distribution. In these circumstances The Client shall indemnify The Company against any claim, loss, liability, damage, expense or demand incurred by The Company.

It is the responsibility of The Client to ensure their stock does not breach any Law, Regulation or other legal requirement. The Client will indemnify The Company from and against all/any liability arising out of the appearance, form or content of the materials.

## CANCELLATION.

The Client will indemnify The Company against any claim, loss, liability, expense or demand sustained as result of The Client cancelling any confirmed contract with The Company or breaching any Terms of the Contract. Notices of Cancellation are effective only when received in writing by The Company. If notification is received within 14 days or less of the Start Date the full price will be payable. Cancellations notified 15 to 31 days prior to the Start Date will be charged at 25% of The Price shown on the Confirmation of Order. Cancellations notified more than 31 days prior to the Start Date will be charged at 10% of the Price on the Confirmation of Order.

## RESPONSE LEVELS.

The Company provides distribution, design and print services only which are delivered in accordance with The Client's instructions and makes no representations or guarantees concerning likely response levels to a particular leaflet or distribution exercise

## COMPLAINTS.

Any complaint should be notified immediately concerns arise thus allowing The Company the opportunity to investigate and rectify any deficiency thus minimising inconvenience to all concerned. All complaints whether already notified or not must be made in writing to arrive at The Company offices within 7 days of the last day of the service delivery. The complaint should contain details of the date, location and persons involved together with full detail of any alleged shortcoming/deficiency in the service provided and witnesses thereto. The Company undertakes to investigate promptly and respond within 7 working days.

## THE COMPANY LIABILITY.

The Company liability to The Client shall be limited to a maximum of the Price shown on the Confirmation of Order.

Time shall not be of the essence unless otherwise agreed in writing by all parties to the contract.

The Company does not accept and shall not have any liability for consequential loss or damage or any other claim, cost or expense incurred by The Client or any other person(s).

The Company acts at all times only as an Independent Contractor and not as an agent or representative for The Client.

The knowledge, data and information, and sources thereof used/employed by The Company in fulfilling its contractual obligations is, and shall remain, in the ownership of The Company.

If at any time one or more of the provisions contained in these Terms and Conditions of Trading becomes or is adjudged to be illegal, invalid or unenforceable the remaining provisions shall not be affected and will remain in place.

These Terms and Conditions of Trading shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of English Courts.