

1. Definitions

'Client' is any business or individual who commissions the Company to carry out any work, including but not restricted to leaflet distribution.

'Contract' is the terms and conditions set out in this document.

'Company' is The Design Print Distribution Group Ltd, trading as Bristol Leaflet Delivery, Bath Leaflet Delivery, North Somerset Leaflet Delivery, South Glos Leaflet Delivery, Exeter Leaflet Delivery or Hengrove Printing. Company number 09372556.

'Material' is any promotional material to be leaflet, letter, promotional card or any other materials to be delivered or stored by the Company.

2. Content of Marketing Material

2.1) The placing of an order for distribution constitutes an assurance by the Client that:

- a) The material to be distributed does not contain anything which is dangerous, constitutes an infringement of copyright, or is defamatory, obscene or otherwise illegal in any way.
- b) All necessary authority and permission has been secured in respect of the use in the material of pictorial representations of (or purporting to be of) living persons and of words attributed to living persons.
- c) All copy shall be legal, decent, honest and truthful, shall comply with the British code of Advertising Practise or British Code of Sales Promotion Practise and all other codes under the general supervision of the Advertising Standards Authority.

2.2) The Company reserves the right to require the copy to be amended to meet its approval and to omit or suspend the distribution of any material at its sole discretion.

2.3) The Client agrees to indemnify the Company in respect of all costs, damages or other charges falling upon the Company as a result of legal action or threatened legal action arising from the publication and/or distribution of the material.

3. Supply of Material for Distribution

3.1) No job shall be considered as confirmed for the purposes of distribution until the Company has either (i) received the material to be distributed from the Client or (ii) has received an order from the Client, along with final approved artwork, to print the materials.

3.2) The Client shall ensure that the materials to be distributed are delivered to the address specified by the Company at the earliest possible time, ideally when the order is placed, but no later than five working days prior to the earliest commencement date for the distribution. Any delay in receiving the materials shall be regarded as a change to the agreed distribution schedule and will be subject to clause 4.2.

3.3) Deliveries to the Company should be made between Monday and Friday between 9am and 4pm and by arrangement. The Company reserves the right to refuse to accept delivery of any materials delivered outside these hours, at its absolute discretion.

3.4) The Company reserves the right to make a charge of £10 per collection in respect of any materials that the Company is asked to collect by the Client. The Company reserves the right to refuse to pick up such material, at its absolute discretion.

3.5) In the event of materials being different in terms of size, weight or shape to that specified by the Client, the Company reserves the right to make an additional charge or refuse to deliver the material, as its absolute discretion.

3.6) The Company is under no obligation to check the quantity of material supplied for distribution nor accept the accuracy of any information shown on any delivery notes of the Client or the Client's delivery agent, but will, so far as reasonably feasible, notify the Client if the amount of materials falls short or exceeds the requirements of the agreed distribution.

3.7) The Client agrees that the Company has no liability whatsoever for the Client's materials whilst in the possession of the Company and the Company has no liability for any loss or damage to the Client's materials while in the Company's possession or for any resulting loss of business or any other loss.

4. Cancellation and Alterations

4.1) Cancellations must be notified to the Company in writing at least ten working days prior to the agreed distribution start date. Failure to do so will incur a charge of 50% of the value of the original order value (plus VAT).

4.2) Any change to the agreed distribution schedule must be notified to the Company in writing at least ten working days prior to the agreed distribution start date. The Company reserves the right to charge an additional fee of £10 per 1000 for late notifications. Thereafter the previously agreed turnaround and/or delivery schedule shall become null and void and the Company reserves the right to impose its own timescales to any altered delivery schedule at its absolute discretion.

5. Distribution of Marketing Material

5.1) Distribution is undertaken on a contract price, not on a payment by results basis. For the avoidance of doubt, the Company does not have any responsibility for response rates resulting for the distribution of the Client's materials.

5.2) Unless otherwise stated, distribution will normally take place within the specified time period in the confirmed order and to the area scheduled to receive the materials. This does not necessarily imply 100% penetration of all addresses within the area (see 5.6). An example of this would be where access is not gained on initial visit and stock of marketing material is depleted we would not revisit house/apartment/flat of non-delivery or house/apartment/flat showing a no junk mail notice and any other operational reasons.

5.3) Whilst every effort will be made to meet the agreed distribution method and schedule, the Company reserves the right to vary both the method and timing of the distribution at any time with no penalty and with or without the agreement of the Client.

5.4) While the Company will log distribution data using its GPS tracking system for reference purposes, the Company does not guarantee the accuracy or completeness of their GPS data as it is subject to technical errors and/or failures outside the control of the Company.

5.5) The Company does not object to the Client's use of independent inspectors, but any such inspector must be approved by the Company in advance on the distribution start date and the Client shall be solely responsible for all related costs.

5.6) While every effort is made by the Company to deliver to every property in the agreed area and to report non-deliveries, the Company does not guarantee that every property will be delivered to and/or every non-delivery reported. The Client agrees that an unreported non-delivery rate of no more than 10% of the total number distributed is acceptable and will not incur any penalty.

5.7) While every effort is made by the Company to deliver Solus Deliveries as a single leaflet to all areas as solus, the leaflet may be delivered as a shared delivery on a small percentage of the area covered if the Company requires it with no penalty and with or without the agreement of the Client.

5.8) While every effort is made to deliver the leaflets unfolded into the letterboxes it may be necessary to fold leaflets to ensure delivery through smaller or hard to deliver letterboxes with no penalty and with or without the agreement of the Client.

6. Distribution Queries

6.1) The Company will not be responsible for the production costs of materials or loss of business or any other loss or damage however arising by any non-delivery or delay in distribution of the material for whatever reason, save as stated in the clause 6.2 below.

6.2) Subject to clause 5.6, in the unlikely event of a higher than allowed non-delivery rate, evidence in the form of specific roads/area of those who have not received the materials in the agreed area must be furnished to the Company within 3 working days of the distribution completion date. If the evidence proves there has been a breach of clause 5.6, the Company shall deliver the materials to those addresses free of charge or refund the proportional cost of delivery to the Client but shall not incur any other liability whatsoever to the Client.

7. Payment Terms

7.1) In the absence of agreed credit terms, payment must be received at the time of booking. Credit terms are at the sole discretion of the Company and may be withdrawn at any time.

7.2) Unless otherwise agreed by both parties in writing, credit terms are 28 days from the invoice date unless different terms are stated on the invoice.

7.3) Payment should ideally be made by BACS transfer using the details stated on the invoice. Cheques should be made payable to the Company.

7.4) If an invoice is not paid within the specified credit terms (see 7.2), the Company reserves the right to charge the Client interest from the invoice date at a rate of 8% above the Bank of England base rate as well as debt recovery costs of £40 up to £999.99, £70 up to £999.99 and £100 for £10,000 and over.

7.5) Any discount that is based on payment being received within the credit terms shall be deemed to be null and void if the invoice is not paid in full by the agreed date. In these circumstances, the full amount excluding the discount shall be due.

7.6) If an invoice has not been paid for a period deemed to be excessive by the Company, the Company may engage the services of a debt recovery specialist. The Client accepts full responsibility for paying all costs incurred by the Company relating to recovering the debt.

8. Value Added Tax (VAT)

The Company will be entitled to charge the amount of any Value Added Tax payable irrespective of whether the VAT amount is stated in the Company's order form or included in any quotation.

9. General Terms

Placement of an order with the Company confirms acceptance of the Terms and Conditions detailed below which will be regarded as a Contract.