

CONDITIONS OF ACCEPTANCE

LEAFLET DISTRIBUTION

1a. Unless otherwise stated, distribution will normally take place with the specified publication, to the individual addresses which usually receive that publication within the area on the date(s) scheduled. For solus distributions all reasonable efforts will be made to deliver to households within specified areas. This does not necessarily imply 100% penetration of all addresses within the area and the distribution itself cannot guarantee any level of response whatsoever.

2a. The placing of an order for distribution constitutes an assurance by the client that (a) the material to be distributed (the leaflet) does not contain anything which is dangerous, constitutes an infringement of copyright, or is defamatory, obscene or otherwise illegal; and (b) all necessary authority and permission has been secured in respect of the use in the leaflet of pictorial representations of (or purporting to be of) living persons and of words attributed to living persons.

3a. Copy shall be legal, decent, honest and truthful, shall comply with British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority.

4a. The company reserves the right to require copy to be amended to meet its approval and to omit or suspend the distribution of any leaflet at its sole discretion.

5a. Leaflets must be securely packed in quantities of 250 or 500 and each securely banded or wrapped. Individual box or bundle weight should not exceed 12.7 kilograms. The company reserves the right to make an additional charge of £1.00 per thousand for leaflets incorrectly packed or to refuse to deliver such material, at its absolute discretion.

6a. The leaflets must be delivered to the companies specified delivery address no later than Tuesday on the week prior to the week of distribution. Deliveries should be made during normal working hours. The company reserves the right to make and additional charge of £5.00 per thousand in respect of material supplied to the company after the decline or to refuse to deliver such material, at its absolute discretion.

7a. Leaflets submitted for distribution must bear an imprint if such is required.

8a. The company is under no obligation to check the quantity of material supplied for distribution nor to accept the accuracy of any information shown on any delivery notes of the client or the clients delivery agent, but will so far as reasonably possible notify the client if the amount of material falls short or exceeds the requirements of the agreed distribution.

9a. 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 leaflet.

10a. Cancellation must be notified in writing to the company 7 (seven) working days prior to the distribution date. Cancellations for orders not so notified will be charged at a rate of 50% of the value of the original order.

11a. The company will not be responsible for the production costs of the leaflets or loss of business or any other loss or damage howsoever arising occasioned by non-delivery or delay in the distribution of leaflets for whatever reason, save as stated in clause 1b.

COMPLAINTS PROCEDURE

1b. Evidence of non-delivery, in the form of specific addresses of those who have not received the material, must be furnished to the company within 5 (five) days of the distribution date. If the evidence proves that there has been a total or partial failure of delivery the company shall deliver the material to those addresses free of charge/refund the proportional cost of delivery to the client but shall not incur any other liability whatsoever to the client.

PAYMENTS

1c. For initial distributions, pre-payment is required. Subsequent distributions may be invoiced subject to credit status.

2c. Pre-payment must be received to Surrey and Berkshire Media no later than Friday prior to delivery. Late pre-payment may result in leaflets not being distributed.

3c. The placing of an order for distribution shall amount to an acceptance of the above conditions and any conditions stipulated on the clients own order form or elsewhere by the client shall be void insofar as they are in conflict with them.

4c. The Company is not obliged to carry the leaflet in its publication should the company, in its sole discretion, consider it to be in bad taste of a legal liability or so contrary to current editorial policy as to cause conflict.

5c. The Company is not liable for any loss or damage occasioned by the total or partial failure (however caused) of publication or distribution of any newspaper or edition into which any leaflet is scheduled to be inserted.

6c. Overdue accounts will incur a 2% interest charge over and above the current bank rate.

Client
Print Name
Signature
Position
Date



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