

Conditions of Service

1 General

1.1 Unless otherwise agreed in writing, these conditions ("Conditions") apply exclusively to each transaction ("Contract") for the supply of services relating to leaflet delivery work ("Services") by Honest Distribution Services ("the Agency") to a client ("the Client") (together "the Parties").

1.2 The Client warrants to the Agency that it is entering into the Contract as principal and not as agent on behalf of any person, firm or company.

2 Price

2.1 The price of the Services ("the Price") is the Agency's quoted price and is exclusive of VAT (VAT if applicable).

Quotations will be valid for 3 days from issue date. The Agency is only bound by orders which it has accepted in writing. An accepted order can only be cancelled or varied with the Agency's consent.

2.2 Unless the Agency agrees otherwise, the Client will pay the Price plus VAT (VAT if applicable) in advance.

2.3 If credit is granted and the Client fails to make any payment when it is due then, without affecting any of the Agency's other rights or remedies, Agency is entitled to: cancel the Contract or suspend the performance of the Contract, charge the Client for late payment as below; charge the Client interest at 29% APR rate a year at the time on all unpaid amounts; withdraw all credit facilities extended to the Client and require immediate payment of all outstanding invoices whether or not these are due for payment; and/or cancel and withdraw any trade or other discount allowed on the Price.

Late Payments

2.4 We ask for the invoice and proforma invoice to be paid within 7 days of issue date and some cases if there is any remaining balance to be paid within 7 days after completion of the delivery period.

2.5 If the remaining balance is not paid within 7 days, a late payment charge will be added. If the balance is still outstanding after 14 days up to 29% APR interest may occur. Late payment charges are set out below

Late payment charge

Up to £499.99= £35, Up to £999.99= £65 and £1000 and above= £75 or more, up to £5000

3. Promotional Materials

The Client must supply sufficient information to enable the Agency to proceed with the execution of the Contract. The Client must supply promotional leaflets or materials ("Promotional Material") to the address stated by the Agency and insure against the accidental loss or damage by the Agency of the Promotional Material. The Agency has no liability for any loss or damage to Promotional Material, howsoever caused. The Client warrants that Promotional Material will not infringe the copyright or other intellectual property rights of a third party and will not be abusive or indecent or defamatory. The Client will indemnify the Agency for and against any loss, damage, costs, expenses or other claims arising from breach of this warranty.

3.1 The Agency may destroy any surplus Items without reference to the Client and without further liability. Any Items forming part of a Distribution which is cancelled after they have been processed and dispatched from the Handover Point may not be returned to the Customer intact or at all.

4 Additional costs

The Client must, on request, pay any additional cost to the Agency in supplying the Services caused by: any breach, default, delay or variation by the Client of its obligations under the Contract or these Conditions; any factor beyond the Agency's reasonable control; any change in the dates of the supply of the Services which the Client requires; or any delay caused by the Client's instructions or the Client's failure to give the Company adequate information or instructions when the order has been accepted the quotation or at any other time.

5. Insolvency of client

The Agency may upon written notice to the Client end the Contract: if the Client is an individual and he dies; has a receiving order made against him, or commits an act of bankruptcy or makes any arrangement with his creditors; if the Client is a company it calls a meeting of its creditors; goes into any liquidation; has a receiver appointed over any of its assets or has an administration order made against it; makes any arrangement with its creditors; or the Agency has reasonable grounds for suspecting that the Client is about to undergo any of the above events. In addition, any Price or part of the Price in respect of Services already performed which was not paid in advance will immediately become due and payable.

6 Warranty

6.1 The Agency warrants that it will use its reasonable endeavours to procure the doorstep delivery of the Client's Promotional Material to addresses in the geographical locations agreed between the Parties ("Location") by means of selecting Personnel to perform such duties ("Personnel").

6.2 The Agency is unable to guarantee that all Promotional Material will be delivered or that all addresses within the Location will receive Promotional Material. We confirm that the maximum achievable penetration level will be ninety seven percent depending on different sectors and wards in the geographical locations. The Client expressly accepts this limitation of the Services offered on the basis of the extremely competitive nature of the Price and the limited warranty given in this Condition and customer will get charged full price according to the number of addresses by sectors and wards or area according to The Royal Mail or any verified UK addresses data base including for non accessible addresses, addresses with No junk mail signs, dog awareness signs and addresses which may possibly get missed. Any remaining promotional items should be collected by clients/customers within one week from the end date of distribution subject to a written and recorded request without any refund for the surplus or remaining promotional materials. It is Clients duty to provide agreed accurate quantity of promotional materials to the Agency. If the quantity provided is less than agreed so the agency will not refund the difference of the payment due to shortage. In case the agreed provided quantity is more so the Agency will get paid in full for the extra number of promotional materials if the Agency has delivered them.

6.2.1 The Agency will endeavour to carry out delivery of Stock between the Start Date and Finish Date but the Agency reserves the right to vary both the method and time of delivery at its discretion. Without limitation to the foregoing the Agency shall not be liable for any delays in distribution and/or non distribution caused by circumstances beyond the Agency's control.

6.3 The Agency warrants that it will use reasonable skill and care to select Personnel to deliver Promotional Material. All other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. GPS proves are optional for the Agency to provide and it maybe approximate and in some cases it may get delayed or not provided due to lack of devices, technical problems etc.

6.4 Where any valid warranty claim is made in respect of any Services, the Agency can choose either to re-perform the Services to the extent necessary to make good any defect free of charge or to grant credit to or refund to the Client the Price (or a proportionate part of the Price) at the Agency absolute discretion, but the Agency will have no further liability to the Client under the warranty. If the Agency chooses to re-perform the Services the Client will provide additional Promotional Material free of charge for this purpose. As an agency in case of any dumping by distributors the Agency will not be prosecuted or fined due to littering and any relevant harm caused by promotional materials, the distributor will be responsible for any harm caused.

6.5 If the Agency grants a refund for the number of wasted or dumped promotional materials, there is a limit on refund. There will be no refund if the number of dumped or wasted promotional materials are above the penetration level which is agreed above in clause 6.2 warranty or below the actual number of addresses in the streets and area covered or to cover. There is also a limit on refund for the print value of the promotional material of a maximum of 5 pence per unit if the print

value is exceeded than 5 pence per unit and labour costs of delivering this extra promotional material. Refund is subject to only the numbers of proved wasted promotional materials and it does not apply to all promotional materials received or to receive from the Clients for distribution.

The Client must provide full details of the value of their leaflets in advance to the Company/Business along with the copy of the receipt of the leaflets etc printed and the correct contact number and address of the complainant for the Company/Business investigation purposes, money back guarantee does not apply to promotional material damaged by rain, fire, theft or natural causes or have been distributed via other distribution companies/businesses or subcontractors etc or someone else is distributing or already distributed client's promotional material.

6.6 In case of false promotional materials wastage or dumping claims by the Client, Agency may black list the business name, its leaflet name, the owner name and address or Agency can choose to increase the contract price by 20% , can choose not to deliver the remaining promotional materials without any refund, can refuse future orders from the client. Agency will also be able to pass clients and its business details to other distribution services, credit agencies etc if willing to.

7. Limitation of liability

7.1 Any liability of the Agency to the Client shall be limited to the Price and the Agency shall not be liable for any consequential loss or damage or any other claim loss cost liability expense or demand incurred by the Client or any other person.

7.2 The Agency shall not be liable for any dishonest or fraudulent act of its employees, agents, contractors or subcontractors and such actions will not affect on the contract between the Client and Agency.

7.3 Except as provided in Condition 8.6, the Agency is not liable to the Client because of any representation (unless fraudulent), or any warranty (express or implied), condition or other term, or any duty at common law, or under the express terms of the Contract, for:

7.3.1 Any loss of profit, business, contracts, opportunity, goodwill, revenues, anticipated savings, expenses, costs or similar loss; and/or

7.3.2 Any indirect, special or consequential loss or damage (whether for loss of profit or otherwise);

(whether caused by the negligence, breach of contract, tort, breach of statutory duty of the Agency, its employees or agents, subcontractors, contractors or otherwise) arising out of or in connection with the Contract).

7.4 Except as provided in 7.4, any other liability of the Agency to the Client in contract, tort, breach of statutory duty or otherwise arising out of or in connection with the Contract or any series of Contracts, is limited to the Price received by the Agency in respect of the Contract or series of Contracts in question.

7.5 The Agency will have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Promotional Material or instructions supplied by or on behalf of the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client not attributable to the Agency.

7.6 Nothing in these Conditions will operate or be construed to operate so as to exclude or restrict the liability of the Agency for death or personal injury caused by the negligence of the Agency.

7.7 The Agency has no liability under the warranties given in Condition 6 unless the Price for the Services has been received by the Agency in full.

8. Cancellation

The Client can choose to cancel the Contract at any time, subject to these cancellation charges:-

- With between two and one months left prior to the first day of distribution: 50% of the delivery charge subject to a minimum fee of £150.00 + VAT (VAT if applicable).

- With less than one month and more than fourteen days left prior to the first day of distribution: 75% of the delivery charge subject to a minimum fee of £150.00 + VAT. (VAT if applicable)

- Within fourteen days prior to the first day of distribution: 100% of the delivery charge subject to a minimum charge of £150.00 + VAT. (VAT if applicable)

-If The Client sold its Business/Company (if have any and related to the leaflets which have been given to the Agency for distribution) and Agency receives written notice of cancellation from the Client less than one calendar month, the Client will be liable for 25% of the Price subject to a minimum charge of £150.00 + VAT. (VAT if applicable)

9. Exclusivity

The Client grants the Agency exclusivity to perform the Services using Personnel and it is a condition of entering into any Contract that the Client will not attempt to contract, or will actually contract, with Personnel direct.

10. Complaints Procedure

Any complaint in respect of the distribution must be made in writing providing the name/number and full address (including 6 digit post code) of any alleged non delivery and must be received by the Agency within two days of the complain date by giving full details (Name, direct contact number, full postal address) of the complaint alleged and inform the Agency within the same day of the complaint or within the two days including distribution date over the phone providing the name and full address of any alleged non delivery. If the complaint relates to a distribution that is 'staggered' over a number of weeks or months, the above data must be provided with seven days of the Finish Date of the distribution phase in dispute. If the complaint is not received within that period the Agency will not be able to undertake the appropriate action to investigate and remedy the complaint and the Agency will not be liable to the Client for the complaint or any claim loss cost liability expense or demand arising there from.

11. Force Majeure

The Agency is not liable to the Client for any failure or delay in performance of its obligations under the Contract which is beyond its reasonable control including any difficulty obtaining suitable Personnel or difficulty procuring performance by Personnel of obligations they have undertaken. The Agency will inform the Client as soon as reasonably possible of any such occurrence.

12. Third Parties

Each Contract will only confer rights and benefits on the Client and no third party can acquire rights or benefits under the Contract or these Conditions.

13. Assignment

The Contract may not be assigned by the Client, but the Agency may assign or sub-contract all or any or its rights or obligations.

14. Waiver

Any waiver by the Agency of any breach of these Conditions or a Contract by the Client will not be treated as waiving any subsequent breach of the same or any other provision.

15. Collections

Agency may collect your leaflets for extra £10 to £100 charge or customer/clients can drop them to our office/depot for free of charge on condition that Client must provide leaflets on the date and time agreed without any delay. Our prices and terms and conditions are subject to change and we are able to update it times to times, Client should check for any updates.

Agency can charge customer a collection charge of £10 to £50 in case of delay for any reason or may refuse the distribution.

It is client's/Customer's duty to check and make sure they provide the Agency the correct quantities as agreed. Agency do not accept any refund payable to Clients/Customers if they provided the Agency less quantity than agreed and customer should pay the difference if they provided us more units than agreed.

16. Contractors

If Agency agreed, Contractors/Clients may get up to 10% discount of our full price on 1st leaflet and 5% discount is on additional leaflet, other offers are excluded. Prices for student flats/Town buildings, heavy leaflets, leaflets on its own, magazines, samples and outside local area may vary. Subject to the latest offers available at the time of order confirmation.

17. Entire Agreement

These Conditions and the documents referred to in them, set out the entire agreement between the Parties and supersede any previous agreements between the Parties relating to the subject matter of these Conditions. The Client acknowledges that in entering into a Contract subject to these Conditions, it has not relied on any representation, warranty, agreement or statement not set out in these Conditions and that (in the absence of fraud) it will not have any right or remedy arising out of any such representation, warranty, agreement or statement and that its only remedy for breach of these Conditions is for breach of contract under the terms of these Conditions. Honest (the Agency) terms and conditions are subject to change.

18. Law and Jurisdiction

English law governs these Conditions and each Contract and the Parties agree to the exclusive jurisdiction of the English Courts.

It is required that customers/Clients should read, understand and agree to our above conditions before using our service even if it is not signed by them. Customers/Clients should not use our service if they are not agreed to our Terms and conditions of service.

Small print is due to paper saving however if you need a large print so please request or call us on 0113 245 7555 or simply copy and paste our terms and conditions in MS office word and zoom in to the large format so you can see it clearly.

I understood and agree to the above and attached total 6 pages terms and conditions.

Full Name:

Signature:

Date:.....