



## Terms & Conditions of Acceptance

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#### 1. Definitions

1.1 For the purpose of these Terms and Conditions:

"The Company" refers to Zoom In Leaflets and the companies on whose behalf it acts as agent. The abbreviation 'Zoom In' is sometimes used in place of 'Zoom In Leaflets'.

"The Client" refers to the company or individual (if not an authorised representative of a company) who places the distribution contract with Zoom In Leaflets.

#### Section A – Standard Terms & Conditions:

*The following Terms and Conditions apply to all orders accepted for door to door distribution (or other specified services) to be carried out using the delivery network (or other specified resources) directly owned & controlled by Newsquest Media Group or other specified companies formally represented by Zoom In Leaflets (Zoom In) and where Zoom In acts as their exclusive agent for such services. Additional Terms and Conditions apply for work sub-contracted by Zoom In, in part or whole, to other companies or resources (e.g. third party Solus Teams), which are not directly owned & controlled by Newsquest Media Group and are subject to these terms and conditions and those also specified in Section C.*

#### 2. Distribution

2.1 Distribution will normally take place to the individual addresses that usually receive the relevant publication(s) within the area and on the date(s) scheduled. This does not imply 100% penetration of all addresses within the area, nor does it guarantee delivery to any particular property in the area.

2.2 Whilst every effort will be made to meet the agreed schedule, The Company reserves the right to vary both the method and timing of the distribution. The Company will use all reasonable endeavours to distribute material within 10 days of the distribution date.

2.3 The stated distribution objectives and overall quantity distributed are subject to a variance of up to 5% within the terms of the contract.

2.4 Distribution of an item cannot imply any guarantee of consumer response and The Company offers no claims or guarantees with regards to response or awareness levels. It should be noted that low consumer recall does not and cannot under any circumstances imply low distribution efficiency.

#### 3. Supplies (for distribution)

3.1 Unless otherwise agreed or specified by The Company, supplies should be received by 12 noon on the Thursday prior to the week of distribution.

3.2 Unless otherwise agreed or specified by The Company, supplies should be packed in accordance with the guidelines recommended by the Direct Marketing Association (DMA).

3.3 The Company reserves the right to make an additional charge or to refuse to accept or deliver any material which is incorrectly packaged at its absolute discretion.

3.4 The Company will make all reasonable endeavours to check the quantity of material supplied in bulk, and advise Clients of any delays or significant variance above or below the quantity required to fulfil the distribution contract.

3.5 The Company cannot accept responsibility for variances in supply due to packaging errors (i.e. quantities within cartons) or errors which occur due to inaccurate delivery notes, but will endeavour to advise the Client when significant variances arising from such errors are identified.

3.6 In the event of a delay or error in the quantity of items supplied, distribution will be carried out at the earliest subsequent opportunity, with any additional costs notified in advance of distribution.

#### 4. Cancellations and Alterations

4.1 Notice of at least seven days (prior to the beginning of the distribution week) must be given for any cancellation or alteration to distribution arrangements of a standard (shared) distribution. At least fourteen days notice must apply in the case of 'solus' distributions.

4.2 If such notice is not provided, The Company reserves the right to levy a cancellation charge and recover reasonable costs related to the planned distribution.

#### 5. Content

5.1 All orders are accepted subject to approval of the content of the item. The Company reserves the right to cancel or refuse to accept any order, in full or part, without giving an explanation. The Company will not accept for delivery items which infringe the British Code of Advertising, Sales Promotion and Direct Marketing (The CAP Code) and will be guided by the Committee of Advertising Practice (CAP) / Advertising Standards Authority on such matters.

5.2 The Client shall fully and effectively indemnify Zoom In in respect of any damages, losses, costs or expenses incurred by Zoom In, or any claims, action or proceedings, threatened or actual against Zoom In arising from the nature of

content of the items distributed whether such liability arises from a defect in design or breach of any third party's intellectual property rights or if the goods fail to comply in any way with any codes, restrictions, legislative obligations or voluntary codes of practice (examples including but not limited to indecent or offensive material, material breaching ASA or other guidelines).

#### 6. Distribution Queries

6.1 In the event of any queries arising from the distribution, The Company undertakes to investigate such queries, provided that they are reported within a reasonable period of time (normally five working days from the planned distribution completion date) and that sufficient information is made available (e.g. full address details where relevant). The results of any such investigations will be reported to the client within a reasonable time scale. Any relevant documentation will be made available for inspection by the client at The Company's offices.

6.2 In the event of a localised shortfall in distribution being identified and substantiated, this will be rectified and subsequent delivery will be considered as fulfillment of the contract. If this is not practicable, then credit will be offered to the client in direct proportion to the substantiated shortfall in distribution, in line with the terms specified in sections 2 and 3. Under no circumstances will The Company accept any liability in excess of the value of the distribution contract to The Company.

#### 7. Insurance & Indemnity

7.1 The Company indemnifies the client against any third party claims arising from the action of its staff or agents involved in the distribution.

7.2 Excluding all other liabilities, The Company undertakes to insure the client's material against all risks whilst it is in The Company's possession. In the event that any or all of the material for distribution is damaged or destroyed whilst in the possession of The Company or its agents, The Company's liability is deemed to be strictly limited to the production costs of the material. The Company accepts no liability for any form of consequential loss.

#### 8. Payment

8.1 All Contracts must be paid for in advance of fulfilment unless account facilities exist. The amount to be paid is shown on the confirmation of order and will include VAT at the standard rate. Applications for a credit account will be considered, but the Company reserves the right to refuse such application without giving a reason. Credit accounts may be withdrawn at any time. Late or non-payment of credit accounts to the terms agreed may result in Contracts being cancelled at no cost to the Company and interest will be charged at the rate of 8% above the base lending rate from the date payment is due.

8.2 The Company's invoices relating to distribution contracts will be settled by the Client in accordance with these Terms and Conditions and the credit terms agreed with the Client and as indicated on the invoice.

8.3 In the event of a query or dispute concerning any part of a distribution contract or invoice, such part will be treated as severable from the remainder of the contract / invoice and the balance of the invoice shall be settled promptly in accordance with these Terms and Conditions.

#### 9. General

9.1 Unless otherwise stated, the price quoted applies only to the distribution of items on behalf of individual advertisers and/or businesses who are promoting their own goods, services, functions, etc. via material specifically printed on their behalf.

9.2 Additional Terms and Conditions will apply for distributions or other services that are sub-contracted by The Company, in part or whole, to other companies or resources (e.g. third party Solus Teams) not directly owned & controlled by Newsquest Media Group (see Section C). Where a third party's Terms and Conditions vary materially from the Terms and Conditions laid out in Section A and Section C, such Terms and Conditions will be supplied and will apply to the relevant part of the distribution contract in addition to these Terms and Conditions. The method(s) of distribution or other specified resources utilised in fulfilling a contract will be stated on The Company's confirmation of booking.

9.3 These Terms and Conditions are the basis on which the distribution contract is accepted and where any conflict may arise will be deemed to override any other Terms and Conditions related to this contract.

#### Section B - Additional Terms & Conditions - Inserts into Paid For Publications

*These additions terms and conditions apply to inserts in paid for titles and should be read in conjunction with Section A.*

#### 10. Packing Instructions

10.1 Each Newsquest print centre has specific requirements for presentation of stock, details of which are available upon confirmation of booking. Should the items not be received in the format required then Newsquest reserves the right to refuse the supplies or apply an additional charge for re-packing supplies.



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### 11. Insert Specification

11.1 Each Newsquest print centre has varying technical specifications and terms of acceptance, details of which are available upon confirmation of booking.

11.2 Sample copies of the item to be inserted should be supplied in advance of insertion date to ensure acceptability.

### 12. Insertion

12.1 The overall quantity inserted is subject to a variance of up to 5% within the terms of the contract. If the volume not inserted is 5% or less of the booked campaign (either an individual title or multiple titles) the full amount will be invoiced.

### 13. Timing

13.1 In exceptional circumstances, Newsquest reserves the right to change the insertion date.

### 14. Supplies

14.1 Supplies must be received at the correct location, by the deadlines supplied and presented in the format required.

14.2 If there is a shortage in supply then Newsquest will still charge for the full booking quantity.

14.3 Where significant over supplies remain following an insertion, supplies will be kept for 7 days for collection by the customer and then disposed of.

### 15. Certificate of Insertion

15.1 Following completion of each insertion a Certificate of Insertion can be provided by Zoom In on request.

### 16. Cancellations

16.1 Newsquest reserves the right to charge for the full campaign if stock does not arrive or if booking is cancelled less than one week prior to insertion.

## Section C - Additional Terms & Conditions - Out of Area Delivery

*The following Terms and Conditions apply to all orders accepted for door to door distribution (or other specified services) carried out by specified companies sub-contracted by Zoom In, in part or whole, to other companies or resources (e.g. third party Solus Teams), which are not directly owned & controlled by Newsquest Media Group. They should be read in conjunction with Section A.*

### 17. Incorporation of Conditions

17.1 These conditions shall be incorporated into all agreements between Zoom In and the Client and shall supersede any previous trading practice between Zoom In and the Client and shall override any conditions stipulated by the Client. No amendment to these conditions shall be effective unless previously agreed in writing by authorised representatives of the parties.

### 18. Formation of Contract

18.1 The Client's acceptance of Zoom In's quotation does not create a contract between Zoom In and the Client but shall be deemed to be an offer to enter into the contract upon these conditions. A contract does not arise until either Zoom In have accepted the Client's order in writing or (if earlier) have started to perform the contract, whereupon the Client will be deemed to have accepted these conditions.

### 19. Zoom In's Obligations

19.1 Zoom In agrees to use its reasonable endeavours to distribute the items as specified according to the agreed schedule.

19.2 Unless otherwise agreed, one item will be delivered per letterbox, except where there is evidence of more than one family in a house.

19.3 A tolerance of 5% under or over the estimated total to be distributed is allowed within the agreed cost. If the overall total actually distributed falls short by more than 5% of the estimated total, a credit may be allowed to the Client at the contract rate per thousand unless the shortfall is caused by the Client failing to deliver sufficient goods of materials for distribution or delivering sufficient goods or materials late.

19.4 Zoom In reserves the right to refuse to distribute to properties where, in its absolute discretion, it considers it would be unsafe or undesirable so to do. Distribution figures are estimates only and shall not be of the essence of the contract. Whilst Zoom In will make all reasonable efforts to distribute to the total number of households in the estimated distribution figure, this figure does not imply 100% coverage of all households in the contracted area.

19.5 Where Zoom In acts as agent of the Client when purchasing services from Royal Mail Group plc ("Royal Mail") or other postal provider, the Client shall have a direct contractual relationship with that company under which that company's terms and conditions shall apply to the service and the Client shall be

responsible for compliance with such terms and conditions, including payment of any cancellation charges.

### 20. Delays

20.1 Any delays which may occur that originate with the Client or the Client's agents or contractors are the Client's responsibility and any extra expenses resulting from such delays will be charged in addition to the fixed price for the contract.

20.2 Zoom In will do what is reasonable to achieve complete distribution within the agreed period of the distribution but it shall not be held responsible for any delay caused by weather or any other circumstances outside its own control (including, without limitation, a default, delay, non-performance or cancellation for any reason by any third party). If such a delay occurs Zoom In will continue the distribution until the contracted coverage has been completed, unless the Client requires otherwise, in which case the Client will be responsible for the cost of storage, disposal, collection or return of all surplus material.

### 21. Distribution Queries

21.1 Complaints concerning non-delivery or incorrect delivery must be made in writing to Zoom In within five working days of the alleged non-delivery or incorrect delivery. The complaints must include the addresses involved. Complaints received after this period will not be considered. A minimum of 10 addresses within a postcode sector must be supplied in order for Zoom In to investigate non-delivery.

### 22. Items for Distribution

22.1 The Client shall provide Zoom In with a PDF copy of the item for distribution prior to the commencement of the distribution. Providing such a copy shall not relieve the Client of any of its obligations under these conditions but failure to provide a copy may result in a door drop being declined by Royal Mail. Zoom In shall not be liable for any losses, costs, charges, fees or other liabilities which the Client or any third party suffers or incurs as a consequence of Royal Mail's decision.

### 23. Liability

23.1 Nothing in these conditions shall be interpreted as excluding or restricting any legal liability of Zoom In for death or personal injury arising from its negligence.

23.2 Where a claim against Zoom In for failure to deliver has, after the appropriate investigation, been shown to exist, Zoom In's liability for that particular failure shall not exceed the pro-rata price of such non delivery in relation to the contract price as a whole. Zoom In total liability to the Client in respect of negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the contract price (exclusive of any VAT) in respect of any occurrence or series of occurrences.

23.3 The parties agree that in view of the contract price agreed and on a fair apportionment of risk Zoom In shall have no liability in contract, tort (including negligence or breach of statutory duty) or otherwise (i) for any special, indirect or consequential damage of any nature whatsoever suffered by the Client whatever the cause of it, (ii) for loss of goodwill, anticipated or future profits, business, contracts, revenues or anticipated savings or (iii) for any increased costs or expenses.

23.4 Zoom In gives no warranty and accepts no liability in respect of the response rate to any distribution. In particular, the Client acknowledges that the address coverage provided by Zoom In is not the same as and may be more limited than the coverage normally provided by the Royal Mail or other postal provider.

### 24. Increased Charges

24.1 If, between the date of the Distribution Contract and the completion of distribution by Zoom In, the cost to Zoom In of supplying the service necessary to fulfil its obligations increases then Zoom In shall be entitled, by written notice, to require that all such increases will be borne by the Client and the contract price will be increased accordingly.

### 25. Law & Jurisdiction

25.1 The Distribution Contract is made under English law and the parties submit to the jurisdiction of the English courts.