
LEAFLET TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. The Bamboo Group Ltd trading as Panda Distribution, Seahorse Support Services or any other trading style hereafter described as "the company"
- 1.2. The customer or customers listed on the Distribution request form &/or Client Account application hereafter described as "the customer"

2. MATERIAL

The item to be delivered

- 2.1. must be a single sheet
- 2.2. not contain staples, pins or attachments
- 2.3. must not be less than A6 & not more than A4 in size
- 2.4. must less than 10g in weight
- 2.5. all flyers to be identical in size & weight
- 2.6. must have a single business advertised

3. SUPPLIES

- 3.1. Booking acceptance is by written confirmation only from the distribution office.
- 3.2. All leaflet stock must either be
 - 3.2.1. Confirmed by the customer as available for collection no later than 12noon on the Wednesday prior to the week of distribution.
 - 3.2.2. Delivered to Unit 11, Windrush Millennium Centre 70 Alexandra Road Manchester no later than 5.00 p.m. on the THURSDAY prior to the week of distribution. Deliveries are to be made during normal working hours.
- 3.3. For any orders where printing has been arranged or where the distribution value exceeds £100, the company will collect from the customer's address or local printer within 6 miles of the city centre, will be arranged free of charge. For smaller distributions or larger distances, collection or delivery or excess material may be charged at 30p per mile.
- 3.4. No carton should exceed 15kg in weight
- 3.5. Each carton or bundle must contain only identical Items
- 3.6. Each carton or bundle shall be clearly labelled with the customer's name
- 3.7. Should there be more than one job or campaign being handled concurrently, additionally the campaign, job number or distribution area must also be clearly visible on the outside of each carton.
- 3.8. The cost for distribution is for the specified number of leaflets packaged securely and subject to the agreed specifications as per these terms & the confirmation of order. The company reserves the right to make an additional charge or to remove from the distribution schedule, any stock not within the agreed specification.

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3.9. In the event of delay or error in the quantity of items supplied, distribution will be carried out at the next earliest subsequent opportunity. The company will advise the client as early as possible of any delays or incidence of short/over supply.

4. DISTRIBUTION

- 4.1. Distribution will usually take place within 2 weeks of the specified campaign start date, to households within the maps defined in the confirmation schedule. All reasonable efforts will be made to deliver to addresses within the area however the customer acknowledges and agrees that access to certain properties may be restricted, prevented, or circumstances make it unsafe to deliver to and as such, it is made clear that no guarantees are given or implied under standard service & the company does not imply 100% penetration of addresses within any such area.
- 4.2. All reasonable effort will be made to distribute to each house in the chosen area within the timescale desired however as the work can be affected by weather conditions, If there is a particular deadline, this should be made clear as early as possible in the planning stage of the distribution.
- 4.3. Whilst every effort will be made to meet the agreed schedule, inclement weather or other circumstances beyond the company's control may require varying both the method and the timing of the distribution.
- 4.4. The stated distribution objectives and overall quantity distributed are subject to a variance of up to 5% within the terms of the contract.
- 4.5. Distribution is carried, as standard, using complete maps as a distribution unit. For more specific requirements, the company reserves the right to charge not more than £5 per map for alterations or amendments.
- 4.6. Any surplus items at the end of the distribution will be retained for 4 weeks. Items not collected within this time period may be destroyed without further reference to the customer or subject to storage fees, if retention is requested by the customer.

5. DISTRIBUTION QUERIES

- 5.1. 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 and that sufficient information is made available. 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 customer at the company's offices.
- 5.2. In the event of any localised shortfall in distribution being identified, this will be rectified and subsequent delivery will be considered as fulfilment of the contract. If this is not practicable, then credit will be offered to the customer in direct proportion to the identified shortfall in distribution. Under no circumstances will the company accept any liability in excess of the value of the distribution contract.
- 5.3. The customer acknowledges & agrees that the company cannot influence or control the response to delivered items nor in anyway shall be held responsible for the number or quality of replies obtained. Further it is the exclusive responsibility of the customer to check the accuracy of the material delivered such as the telephone numbers &/or other response mechanisms prior to release to the company, failure to do so will not be acceptable as a reason to delay or withdraw the distribution, without being subject to the penalties described in clause 5.1.

6. CANCELLATION, ALTERATIONS & TERMINATIONS

- 6.1. Either party may terminate the contract, given 1 months written notice, served on the other party's last known main trading address
- 6.2. One month's notice should be given for any cancellation or alteration to distribution, without penalty. If this notice is not provided, the company reserves the right to recover any reasonable costs related to the planned distribution
 - 6.2.1. Cancellation within 3 weeks: 20% of cost of distribution
 - 6.2.2. Cancellation within 1 weeks: 40% of cost of distribution
 - 6.2.3. Cancellation without notice: 60% of cost of distribution
- 6.3. Distributions will be ceased immediately & without notice to the customer or penalty to the company, if the customer, being an individual, is the subject of an interim order, suffered the making of a Statutory Demand or petition for bankruptcy order or the customer, being a firm, partnership or company, has an administrator or receiver appointed, is served with a winding up order, the firm is dissolved or makes any composition with its creditors, all monies owed to the company fall due immediately.

7. PAYMENTS

- 7.1. All orders are accepted, subject to pre payment via cleared funds, unless agreed in writing by the company & subject to a satisfactorily completed account application form.
- 7.2. No Set-Off will be allowed for any reason whatsoever.
- 7.3. Dishonoured Payments will be charged at £35 per item
- 7.4. Account payments not paid by the due date will be subject to a late payment surcharge at a rate of 2% of the invoice applied on the 5th day after the due date & on the same date each month thereafter
- 7.5. Failure to pay the sum due within terms may result in the suspension or cancellation of deliveries, whether confirmed or not, without notice. Cancellation of distributions will result in the charges being applied to the account as per Clause 5.1.1, 5.1.2 or 5.1.3.
- 7.6. If the customer, being an individual, is the subject of an interim order, suffered the making of a Statutory Demand or petition for bankruptcy order or the customer, being a firm, partnership or company, has an administrator or receiver appointed, is served with a winding up order, the firm is dissolved or makes any composition with its creditors, all monies owed to the company fall due immediately.

8. CONTENT

- 8.1. All orders are accepted subject to the content of the item adhering to the requirements of these terms & conditions.
- 8.2. The Customer must ensure that all Items conform to the latest version of the ASA Regulations and any other relevant legislation, regulations or codes of practice.
- 8.3. 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 Code of Advertising Practice or British Code of Sales Promotion Practice and will be guided by the Advertising Standards Authority on such matters.
- 8.4. The company furthermore reserves the right to refuse to accept and/or to Deliver Items, however presented, which, in its reasonable opinion:
 - 8.4.1. are likely to cause embarrassment to the company, its employees, contractors or the recipient

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- 8.4.2. bring or are likely to bring the company into disrepute
- 8.4.3. are prohibited or restricted by law, regulation or guidelines of any sort
- 8.4.4. do not comply with Clauses 2.1 to 2.6
- 8.4.5. are Dangerous
- 8.5. 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.
- 8.6. If the material is to be delivered within a shareplan scheme, marketing for any further business types must be advised at the time of booking & will be charged at an additional 10% per business sector.
- 8.7. Material that contains multiple adverts must be identified at time of booking and may be required to be delivered by solus distribution, to avoid conflict of trade.
- 8.8. Failure to advise of additional ranges of products or services that may conflict with the business exclusivity agreement may result in the distribution not being made and the resultant cancellation charges applied or delay until the next suitable delivery.

9. GENERAL

- 9.1. 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.
- 9.2. These terms, conditions & agreement as a whole are deemed to have been made in England & is subject to English Law. All parties agree to submit to the exclusive jurisdiction of the English Courts.
- 9.3. All notices & other communications for the company should be delivered to; Unit 11 Windrush Millennium Centre 70 Alexandra Road MANCHESTER M16 7WD
- 9.4. All notices & other communications for the customer will be deemed to have been served 48 hours after 1st class post dispatch to the customer's main trading address, as notified to the company.
- 9.5. The failure of the company to enforce or exercise, at any time or for any period, any term of or right arising from the agreement does not constitute nor should it be construed as a waiver of that clause or right and shall not affect the company's right to enforce or exercise it at a later date.