

TERMS & CONDITIONS OF DISTRIBUTION

1) GENERAL

In so far as the context admits these terms and conditions are deemed to be incorporated into any agreement entered with JM CIRCULAR for the provision of door to door leaflet distribution services.

2) DEFINITIONS

Agreement - means the terms and conditions set out hereunder

Client - means the individual firm or limited company specified to who the Services are to be provided

Services - means the door to door leaflet distribution services to be provided by JM CIRCULAR in accordance with this Agreement (details of the services as set out below)

User - means the individual firm or limited company or other party as may be specified below that is to use the Services

Bureau - means any third party which is responsible to the Client and/or the User and which is to assist Client and/or the User in using the Services

Distributor - is the individual that will carry out the distribution of the material to the letterbox

Composite Town Areas - these are the areas that JM CIRCULAR have defined as the main conurbation of a area and subdivided into Distribution Rounds

Distribution Rounds - these are the area(s) that JM CIRCULAR has designed that the Post Person will walk in the process of delivering the material the average number of households in a Distribution Round is 1,000.

3) ARRANGEMENTS

All arrangements made with JM CIRCULAR must be made in writing before the commencement of the distribution by first class post, fax or email, verbal agreements may be accepted but will have no validity in the event of a dispute.

Date of the agreement by JMCIRCULAR to distribute the material is the date agreed with the client for the material to commence distribution to residential or business letterboxes in the agreed area, the material must be with JM CIRCULAR by a **minimum of 5 working days** or as otherwise agreed for distribution to commence on the agreed date.

The time that JM CIRCULAR takes to distribute the material to the residential households in the case of a Door Drop or business premises in the case of a business drop will depend always on the availability JM CIRCULAR distributor to carry out the distribution. If a specific start and completion date is required these dates must be agreed before commencement of the distribution. We here at JM Circular may need to take up to 2-week lead time on distributing material for the client, due to logistical issues that may arise regarding Shared option.

4) TYPES OF DISTRIBUTION

Share plan Select; The distribution will be carried out with an unspecified number of other client leaflets which will as far as possible be of a non-competitive nature; Clients leaflets will be distributed to door to door Distribution Rounds nominated specifically by the client. Please allow up to 3-4 weeks for distribution, however we endeavour to distribute your material as quickly as possible. (Please refer to "Time sensitive material" regarding this plan).

Share plan Standard; The distribution will be carried out with an unspecified number of other client leaflets which will as far as possible will be of non-competitive nature; Clients leaflets will be distributed to door to door areas nominated specifically by the client. The distribution will be of a minimum of 5,000 leaflets, the client will not normally nominate individual Distribution Rounds. Please allow up to 3-4 weeks for distribution, however we endeavour to distribute your material as quickly as possible. (Please refer to "Time sensitive material" regarding this plan).

Solus: The distribution will be carried out with no other client leaflets but the solus client material will normally be accompanied by a JM CIRCULAR vehicle tracking reports, Highlighted maps & back checking sheet at the discretion of JM CIRCULAR Distributions of this type will normally be to client specified door to door Distribution Rounds. Client's leaflets will be distributed to areas normally nominated specifically by the client.

Village Solusplan: The distribution will be carried out to village locations (locations normally of 1,000 households or less) normally on a solus basis but at the discretion of JM CIRCULAR will at its own discretion also include vehicle tracking reports, Highlighted maps & back checking sheet.

Time sensitive material - The client must advise JM CIRCULAR prior to quotation if the material is dated or time sensitive, such material may be subject to a surcharge. If are not advised at the time of the quotation if the material is dated or time sensitive JM CIRCULAR do not accept responsibility for late delivered material.

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5) PRICE

Price is the rate quoted for carrying out the distribution taking into consideration the size and weight of the material and the length of time agreed for the distribution to be carried out. The price quoted in writing will be held good for 30 days from the date of the quotation.

6) NUMBER OF HOUSEHOLDS

The number of households in each door to door delivery round has been calculated using postcode information from the Royal Mail Postal Address File (PAF) file. The number of Delivery Points however has been rounded up to achieve a maximum level of penetration.

7) LEVEL OF PENETRATION

In the defined area of a door to door Distribution Round or other agreed distribution area JM CIRCULAR will use its best endeavours to achieve 100 percent coverage to delivery points in the defined area. However due to the logistics of delivering unaddressed material and the location of delivery points the Distributor may not always be able to find all delivery Points or letterboxes in the defined area, therefore JM CIRCULARS level of penetration of the distribution may be less than 100%. In all circumstances cannot guarantee to reach every letterbox in the defined area but it will carry out its JM CIRCULAR best endeavours to reach the maximum level of penetration. JM CIRCULAR will only at its discretion deliver to shops and business premises in the Distribution Round.

8) CIRCUMSTANCES WHERE DELIVERY MIGHT NOT TAKE PLACE

It is emphasised that there are number of specific reasons why an individual property might not receive an item;

- i) The material is unaddressed and therefore the JM CIRCULAR Distributor may not realise that they have not delivered to a specific property.
- ii) The property in question may not have a letterbox or the letterbox may not be in the front door of the property
- iii) If the property is multi occupancy i.e. a converted house or block of flats it may not be possible to gain access to all separate occupancies in the residence. Sometimes due to security at the building it may not be possible to gain access to deliver any unaddressed material.
- iv) If there is a warning of a dog or danger of injury at the premises JM CIRCULAR and or its deliverer will at its discretion not attempt to deliver to the property
- vi) If there is a notice at the property advising that the resident or residents do not wish to receive unaddressed material or the resident has written to JM CIRCULAR or the Door Drop Preference Service (DPS) to the effect that they do not require unaddressed material to be delivered we will not deliver to that address.
- vii) Delivery will not normally be made to obviously empty or derelict properties or where the access to the premises may be hazardous to the safety of the Distributor.

9) SURPLUSES AND SHORTFALLS

The number of leaflets supplied to JM CIRCULAR will be checked for accuracy using an electronic counting device. If there is insufficient material to complete the area required, the client will be advised. If their quantity of the material is greater than the amount need to complete the area nominated by the client the excess material will be retained and the client given the option to collect the surplus material at his cost or to nominate suitable addition areas where the materiel can be distributed to.

10) ACCEPTANCE SUBJECT TO THE BRITISH CODES OF ADVERTISING

All material is accepted for distribution only on the basis that it meets the conditions of the British Codes of Advertising. JM CIRCULAR will not accept any material of a sexual, salacious, or racist nature. All offerings made by the advertiser should be morally and legally acceptable. JM CIRCULAR retains the right to refuse any material for distribution that it considers unacceptable or inappropriate.

11) PAYMENT

Payment is to be made payable to JMCIRCULAR on receipt of invoice (or prior to receipt, where the agreed cost has been stated). JM CIRCULAR does not provide credit terms for the provision of leaflet distribution services. Payment is expected from the client on the basis that JM CIRCULAR has provided a reliable leaflet distribution service and payment must not be withheld subject to the level of response or number of enquiries received to the campaign or the leaflet distribution.

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12) SECURITY OF MATERIAL

The material for distribution by JM CIRCULAR will be held in a secure and dry location whilst the distribution is carried out. The storage of the material however should be insured by the Client Company in the event the insurer JM CIRCULAR or refuse to pay on any individual claim for loss or damage to material made by JM CIRCULAR or it's their insurers. JM CIRCULAR will not be held responsible in any way for the security or otherwise of material held on behalf of their client(s).

13) CANCELLATION

The client may cancel the contract or any part of the contract any time before the commencement of the distribution of the material providing the material is still in the possession of JM CIRCULAR offices / warehouse where the distribution was being organised. However, if the material has been transferred to the Distributors) who has been allocated to carry out the distribution then that contract or part of that contract cannot be cancelled, and the material will be distributed. Where a cancellation is accepted by JM CIRCULAR The material must be collected by the client from the office / warehouse to which it has been sent or a transport charge will be made for returning the material to the client. All monies paid by the client to JM CIRCULAR for the distribution of the material will be refunded less a cancellation charge of 10% of the contract value. If it becomes necessary for JM CIRCULAR to cancel a contract for any reason the material will be returned to the client's premises at the cost of JM CIRCULAR and a full refund of monies paid in respect of that contract. JM CIRCULAR reserves the right to cancel any contract with reasonable notice.

14) INDEMNITY

The client shall indemnify and keep indemnified JM CIRCULAR from and against any and all liability loss claims demand costs or expenses of any kind whatsoever which it shall at any time suffer or incur.

15) FORCE MAJEURE

Notwithstanding anything herein contained neither party shall be under any liability to the other ins respect of any failure to perform or delay in performing any of its obligations hereunder which is due to any cause whatsoever nature beyond its reasonable control and no such failure or delay shall be deemed for any purpose to be a breach of the Agreement.

16) ASSIGNMENT AND SUBCONTRACTING

The rights granted to the Client hereunder are personal to it and the Client shall not assign or grant any rights in respect of or otherwise deal in the same JM CIRCULAR shall be entitled to assign or sub-contract the provision of the Services (or any part thereof) to any third party and reference in

17) WAIVER

Failure or delay by either party to enforce any of the provisions of the agreement shall not operate as a waiver of any of

its rights hereunder or operate so as to bar the exercise or enforcement the terms and conditions to JM CIRCULAR shall be deemed to include to such assignee or sub-contractor at any time.

18) SEVERENCE

The agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of the agreement.

19) LAW

These Terms and Conditions shall be governed by and construed in accordance with English law and the parties hereto agree that the English Courts shall have exclusive jurisdiction.

20) Confidentiality

You acknowledge that during the course of your sub-contractual work, you will have access to Confidential Information belonging to the Business, (JM Circular). You shall not at any time during (except in the proper course of carrying out your duties) or after your contract has ended, whether directly or indirectly disclose to a third party or make use of any Confidential Information.

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21) Complaints

All claims or complaints must be made within 7 days of the agreed completion date. In the event of any such complaint, and provided that sufficient information as to the basis of the complaint is provided, the Company undertakes to investigate any queries or complaints and to report back to the Customer. Any such matters should be reported to the Account Handler in the first instance.

For the purposes of this section, "Confidential Information" shall include: information relating to the Business's [clients][customers] and prospective [clients][customers]; business methods; corporate plans; finances; business opportunities and development projects of the Business; trade secrets including designs or inventions belonging to the Business; all or any information relating to the marketing or sales of any past, present or projected product or service of the Business; and any information in respect of which the Business owes an obligation of confidentiality to a third party.