

Terms & Conditions Leaflet Delivery & Printing

All material is accepted for distribution or printing and distribution subject only to the following terms and conditions.

1) GENERAL

In so far as the context admits these terms and conditions are deemed to be incorporated into any agreement entered into with Pretty Hair Buying Group T/A Business Matters UK for the provision of door to door leaflet distribution services.

2) DEFINITIONS

Franchise – Business Matters UK is a franchise all offices are independently owned and operated. For the purposes of these terms and conditions Business Matters UK refers to a single independent franchisee where the name refers to the franchisor Business Matters UK or head office operation. Business Matters UK accepts no responsibility for the conduct of its franchisees although at all times it will endeavour to ensure that franchisees provide the highest quality service in accordance with its internal operational manuals. Business Matters UK will assist any client Business Matters UK of a franchisee to investigate a complaint regarding quality of service or otherwise provided by a franchisee.

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 Printed Material and the services to be provided by Business Matters UK 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

Post People/Person – is the individual that will carry out the distribution of the material to the letterbox

Composite Town Areas – these are the areas that have been defined by Business Matters UK as the main conurbation of a town and subdivided into Distribution Rounds

Distribution Rounds – these are the area(s) that has been designated by Business Matters UK 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 Business Matters UK 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 which to distribute Business Matters UK 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 Business Matters UK a minimum of 5 working days or as otherwise agreed for distribution to commence on the agreed date.

The time that it takes to distribute Business Matters UK 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 at all times on the availability of Post Person Business Matters UK to carry out the distribution. If a specific start and completion date is required these dates must be agreed before commencement of the distribution

Material accepted for distribution by Business Matters UK will normally be carried out by its own distribution force. The distribution will be delivered into Business Matters UK main conurbation or large village distribution rounds. Maps of the Main Conurbation or Large Village Distribution Rounds are available from Business Matters UK, the local franchisee covering the required area or from the Business

Matters UK web site. Business Matters UK or its franchisee outlet may agree from time to time to deliver into a specific area other than a predefined distribution round, however this predefined area must be agreed in writing before commencement of the distribution.

4) TYPES OF DISTRIBUTION

Shareplan Select: 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 Distribution Business Matters UK Rounds nominated specifically by the client

Shareplan 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 Business Matters UK Composite Town Areas nominated specifically by the client. The distribution Business Matters UK will be of a minimum of 10,000 delivery points, the client will not normally nominate individual Distribution Rounds

Exclusive: The distribution will be carried out with no other client leaflets but the solus client material will normally be accompanied by a Delivery Audit Business Matters UK Voucher (DAV) backchecking leaflet at the discretion of . Distribution Business Matters UK s of this type will normally be to client specified Distribution Business Matters UK Rounds. Clients leaflets will be distributed to Business Matters UK Composite Town Areas normally nominated specifically by the client.

Solusplus: The distribution will be carried out with an pre agreed number of other as far as possible non competitive client leaflets and the Solusplus client material will normally be accompanied by a Business Matters UK Delivery Audit Voucher (DAV) backchecking leaflet at the discretion of Business Matters UK. Distributions of this type will normally be to client specified Business Matters UK Distribution Rounds

Village Shareplan: 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 Business Matters UK with an unspecified number of other client leaflets which will normally be of a non competitive nature Business Matters UK will at its own discretion also include a Delivery Audit Voucher (DAV)

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

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 or Delivery Points in each Business Matters UK 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 Business Matters UK Distribution Round or other agreed distribution area Business Matters UK will use its best endeavours to achieve 100 percent coverage to delivery points in the defined Business Matters UK area. However due to the logistics of delivering unaddressed material and the location of delivery points the Post Person may not always be able to find all delivery Points or letterboxes in the defined area, therefore the level of penetration of the distribution may be less than 100%. In all circumstances Business Matters UK cannot guarantee to reach every letterbox in the defined area but it will carry out its best endeavours to reach the maximum level of penetration. Business Matters UK 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 Business Matters UK Post Person 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 ie 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 at the premises Business Matters UK 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 Business Matters UK 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 Post Person.

9) SURPLUSES AND SHORTFALLS

The number of leaflets supplied to Business Matters UK 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 there 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 material 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. DOR-2-DOR will not accept any material of a sexual, salacious or racist nature. All offerings made by the advertiser should be morally and legally acceptable. Business Matters UK retains the right to refuse any material for distribution that it considers unacceptable or inappropriate.

11) PAYMENT

Payment is to made to Business Matters UK or its franchisee(s) on receipt of invoice (or prior to receipt, where the agreed cost has been stated). or its franchi Business Matters UK sees do not provide credit terms for the provision of leaflet distribution services or printing. Payment is expected from the client on the basis that Business Matters UK and its franchisees provide a highly reliable leaflet distribution service and payment cannot be a condition of the level of response or number of enquiries received to the campaign or the leaflet distribution.

12) SECURITY OF MATERIAL

The material for distribution by Business Matters UK 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 insurers of DOR-2-DOR or its franchisee refuse to pay on any individual claim for loss or damage to material made by DOR-2-DOR or its franchisee on their insurers. Business Matters UK will not be held responsible in any way for the security or otherwise of material held by its franchisees on behalf of their client(s)

13) CANCELLATION

Once a contract has been confirmed by the client either by telephone, post or electronic means, arrangements will be established with our distribution network for the distribution to take place in accordance with timescales agreed between Business Matters UK and the client. If the client is also booking our Business Matters UK printing service time must be allocated prior to the distribution for the printed material to arrive at the nominated office and be got ready for distribution.

Where the client cancels a contract a 100% cancellation fee will be applied to the contract where printing has been instructed authorised and the order placed on the factory by Business Matters UK. Where the distribution of the material has been allocated and reserved a 50% cancellation fee will be applied to the contract.

The client may cancel a distribution or any part of the distribution any time before the commencement of the distribution of the material providing the material is still in the possession of the Business Matters UK office where the distribution was being organised. However if the material has been transferred to the Post Person(s) 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 Business Matters UK the material must be collected by the client from the office to which it has been sent or a transport charge will be made for returning the material to the client. If the material is not collected from the relevant Business Matters UK office within one calendar month of the cancellation date the material will be recycled. If it becomes necessary for to cancel a

Business Matters UK contract, subject to the circumstances concerned the material will be returned to the client's premises by Business Matters UK. Business Matters UK reserves the right to cancel any contract with reasonable.

14) INDEMNITY

The client shall indemnify and keep indemnified Business Matters UK 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 in 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 Business Matters UK shall be entitled to assign or sub-contract the provision of the Services (or any part thereof) to any third party and reference in the terms and conditions to Business Matters UK shall be deemed to include to such assignee or subcontractor.

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 thereof at any time or 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.