

## TERMS AND CONDITIONS

### 1. *Definitions*

- 1.1 DP Distribution is an established trading name of DP Distribution Enterprises LTD henceforth is characterized as “our”, “we” or “the company.”
- 1.2 The customer(s) recorded on the Client Account application and or Distribution request form henceforth characterized as “the client” or “the customer.”

### 2. *Material*

The item, which is to be delivered should:

- 2.1 be a sole sheet unless pre-special agreements were approved
- 2.2 not have pins, attachments or staples
- 2.3 not be more than A1 and not less than A7 in size
- 2.4 be less than four hundred gram (350g) in weight every leaflet
- 2.5 have all flyers that are identical in weight and size

### 3. *Supplies*

- 3.1 Bookings are acknowledged verbally or through written confirmation via receipt of an accomplished campaign order form returned through post, fax or email.
- 3.2 Every promotional material stock should be delivered towards DP Distribution not later than 6:30 P.M. within the agreed date.
- 3.3 No cartoon must go beyond fifteen kilos (10kg) in weight.
- 3.4 Every bundle or carton should only have identical items.
- 3.5 Every bundle or carton must be labeled vividly alongside the name of the customer.
- 3.6 Should there be more than 1 campaign or job being concurrently handled, the distribution area or job number should as well be vividly visible outside of every carton.
- 3.7 In the event of late delivery or error on the number of items supplied, the distribution will be handled in the second soonest subsequent chance. As soon as possible, DP Distribution will inform the customer of any late deliveries or the occurrence of over or short supply. When the material meant for distribution significantly varies from the detail on the submitted order form or as verbally approved beforehand or otherwise if the material is collected or delivered, we take the right to call off the distribution campaign and or charge the customer any variation in the order to accomplish the work. When the distribution campaign is called off because of erroneous material description to be delivered, the customer is necessitated to pay the collection charge plus any administration charge influenced by the campaign cancelation.
- 3.8 The distribution cost is for detailed quantity of leaflets securely packaged and subject to the approved specifications as per the condition or terms of the order. The company has the right to make an extra charge or to eliminate from the distribution schedule, any stock not included in the approved specification.

### 4. *Distribution Along with GPS Tracking*

4.1 Distribution commonly transpires within a week of the specified start date of the campaign, to households in the postcodes or maps detailed in the submitted order form of the client. All rational efforts will be done to deliver to addresses in the area, however, if the customer recognizes and approves that access to particular quarters may be prevented, limited or conditions make it unsecure to deliver to and if such, it is made apparent that no guarantees are implied or given under normal service and the company does not entail a hundred percent access to addresses in any such quarters.

4.2 All the reasonable effort would be made so as to supply to every house within the selected region within the preferred timescale. On the other hand, while the work could be influenced by the conditions of the weather, when there's a certain due date, it must be made clear as soon as possible during the planning phase of the process of distribution.

4.3 While each effort would be made so as to meet the chosen schedule, inclement weather and other conditions that are out of the control of the company might need varying both in the method and also in the distribution's timing.

4.4 The distribution will be performed through the use of the sectors and postcodes on the United Kingdom.

4.5 DP Distribution is using GPS technology so as to guarantee reliable and secured delivery of our customer's distribution media.

4.6 DP Distribution would endeavor to perform delivery of the stocks from the starting date down until the finishing date as per detail that is indicated in the order form. But, the business reserves the privilege to differ both the time and method of delivery at the company's discretion. With no restriction to the foregoing, DP Distribution should not be responsible for any delay in terms of distribution and non-distribution that can be triggered by those circumstances that are not possible to be controlled by the company.

4.7 DP Distribution warrants that this would use the reasonable endeavors of it so it can deliver the customer's promotional material of it at the doorsteps of the concerned businesses or residential households down to the addresses in the geographical areas that were agreed by the parties. On the other hand, the business will be unable to make sure that all the promotional materials would be delivered and that all the addresses in the area will gain the promotional material. We also conform that the greatest attainable penetration level would be 80%. The customer is expressly accepting the restriction of the provided services depending on the intensively competitive environment of the cost as well as the restricted warranty provided within this particular condition.

## 5. *Distribution Queries*

5.1 The moment that there will be questions that will be raised during the distribution, the company will undertake to perform an investigation those inquiries provided that these are reported in 48 hours and adequate detail has been provided by the customer so that the investigation will be performed. The outcome of the investigation would be reported to the customer in not more than 14 days. Related documentation would be made accessible for investigation of the customer at the offices of the company.

5.2 By the moment that some localized shortfall associated with the distribution process were identified, it would be rectified then subsequent delivery would be considered and recognized as the fulfillment of the agreement. When it's not practicable, the credit would be provided to a

customer in a direct ratio to the recognized distribution shortfall. Under no any circumstances would the business accept any responsibility in excess of distribution contract's value.

5.3 The consumer acknowledges and agrees that DP Distribution can't influence and control the reaction to the delivered goods or in any other way should be held liable for the number and quality of the obtained responses. Also, it's the restricted liability of a customer to check the delivered material's accuracy like the contact detail and any other response mechanism before the release. Failing to do it would never be accepted as a valid reason to withdraw or delay the process, with no being subject to penalties defined in the clause 5.1.

## 6. *Cancellation, Terminations and Alterations*

6.1 Either party might terminate the agreement, provided that there will a 5-day written notification, served on the last identified main trade address of the other party.

6.2 The moment of delayed cancellation, breaching the need set out in the clause 6.1, there shall be no any refund.

6.3 Distributions would be stopped in an instant and with no notice to a customer or to the company's penalty, when the customer, as a person, is a subject of the interim order, suffered the creation of the statutory demand or petition for bankruptcy order or when the client comes with an appointed receiver or administrator, the firm has been dissolved or creates any composition with the creditors of it, all the money owed to the firm fall due right away.

## 7. *Payments*

7.1 All the orders will be accepted, subject to a full pre-payment through cleared funds, unless it is agreed in the writing by a company and subject to the satisfactorily accomplished account application form.

7.2 No set-off would be permitted for any reasons.

7.3 dishonored payments would gain a penalty of £40.

7.4 Account payments that are not paid by due date would be subject to delayed payment surcharge at the rate of twenty percent of the invoice applied on the fifth day and within a similar date every month thereafter.

7.5 Failing to pay the total due within the agreed period of time may end to either suspension or postponement of deliveries, whether it is verified or not, without a notification. Distribution cancellations would result to charges that are being applied to an account as per the clauses 5.1, 5.1.2 and 5.1.3.

7.6 When the customer, as a person, is the topic of the interim order, experienced the making of the statutory demand/petition for bankruptcy order or when the customer, comes with an appointed receiver or administrator, will be served with the winding up order, the company is dissolved or when it makes a composition together with the creditors of it, all the owed monies to the firm fall due instantly.

## 8. *Content*

8.1 All the orders will be accepted subject to item's content adhering to the requisites of the terms and conditions.

- 8.2 The customer should ensure that the items are conforming to the recent edition of our regulations or other associated regulations, legislation and codes of practice.
- 8.3 The company also has the privilege to refuse or cancel any order whether in part or full, without providing an explanation. The business would never accept items that are for delivery that are infringing the Code of Advertisement Practice/British Code of Sales Promotion Practice. This would be guided by the Advertising Standards Authority on these matters.
- 8.4 The business also reserves the freedom to accept or refuse any items that are subject for delivery but presented that is in the reasonable opinion of it:
- 8.4.1 Are possibly to cause mortification to a company, its workers, the recipient or contractors
- 8.4.2 Bring or are possibly to take the company to disrepute.
- 8.4.3 Are restricted or prohibited by the law, guidelines or regulation of any kind.
- 8.4.4 Don't comply with the clauses 2.1 up to 2.6
- 8.4.5 Are harmful or endangering staff members.
- 8.5 Unless stated, the cost quoted applies just to items' distribution on behalf of advertisers or businesses that are promoting their goods, functions, services and many more through specifically printed on the behalf.
- 8.6 When the material is about to be delivered in a shareplan system, the marketing for any services or businesses should be advised at the booking period then would be charged at the extra ten percent for every main business sector.
- 8.7 Those materials that contain different adverts should be identified during the booking time and it might be needed to be delivered through DP Distribution so as to prevent trade conflict.
- 8.8 Failure to recommend extra ranges of services or products which might conflict with the company exclusivity contract might lead to the distribution that aren't being made then the resultant cancellation fees applied or postponement until the succeeding suitable delivery.

## 9. *Complaints Procedure & Guarantees*

- 9.1 Any complaint about delivery and distribution should be reported in 48 hours following the completion of the campaign.
- 9.2 All of the complaints should be submitted through email at [support@dpdistribution.co.uk](mailto:support@dpdistribution.co.uk) or through a post via this address: DP Distribution Enterprises LTD, 86-90 Paul Street, London, EC2A 4NE. Those complaints which were submitted through post could take to thirty days to resolve and investigate the reported complaints obtained.
- 9.3 DP Distribution can't and would not assure delivery to all the letterboxes in the postcode sector, areas apart or town of a distribution campaign.
- 9.4 DP Distribution will reprint then will redistribute the customer's marketing material and offer a refund within just the event.
- 9.4.1 We haven't provided verification delivery maps through customer access portal as the proof of delivery for the campaign.
- 9.4.2 The complaints process was followed based on the clause 9.1 & 9.2.
- 9.4.3 There's clear undisputable proof to recommend the campaign in question wasn't delivered.
- 9.5 Letterbox counts given to customers through our sites or in the writing are the estimation and must not be considered as the actual quantities. The company is making use of different agencies to calculate the number of the letterboxes in postcode sectors & particular

geographical locations, while the data is given by 3<sup>rd</sup> parties. As the outcome, DP Distribution doesn't guarantee the exactness of letterbox counts.

## 10. *General*

10.1 These terms & conditions serve as the basis wherein the distribution agreement is recognized and wherein any conflict might arise would be deemed to supersede any other terms & conditions associated with this contract.

10.2 These agreement, conditions and terms in general are deemed to have been created in English and are subject to Subject Law. The parties agree to suggest to the exclusive jurisdiction of English Courts.

10.3 All the notices and other communications for a company must be delivered to DP Distribution

10.4 The company's failure to enforce and exercise at anytime or within a certain period of time or any term of or privilege arising from the contract doesn't constitute nor must it be construed as the waiver of that cause or privilege and should not affect the right of the company to exercise or enforce it at the later date.

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