

Terms and Conditions of Acceptance

1. Definitions

1.1 For the purpose of these Terms and Conditions:

"The Company" refers to Newsquest Direct (formerly Regional Letterbox Services) and the companies on whose behalf it acts as agent. The abbreviation 'NQD' is sometimes used in place of 'Newsquest Direct'.

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

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 Newsquest Direct (NQD) and where Newsquest Direct acts as their exclusive agent for such services. Additional Terms and Conditions (see paragraph 9.2 and Section B) may apply for work sub-contracted by Newsquest Direct, 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.

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.

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.

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 It is the responsibility of the printer and/or publisher of any item distributed to ensure that the legal requirements related to that item are met. In this context, it should be noted that it is a legal requirement that all Newspapers, leaflets, supplements, etc. intended for distribution shall contain the name and address of the Printer. The Company will have recourse to the client for any legal action taken against The Company that directly relates to the form or content of the item distributed.

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. 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 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.

8.2 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 B). Where a third party's Terms and Conditions vary materially from the Terms and Conditions laid out in Section A, Section B 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 - Solus Team Distribution

These additional Terms and Conditions apply for distributions or other specified services which are sub-contracted by The Company, in part or whole, to third party Solus Teams, which are not directly owned & controlled by Newsquest Media Group. These should be read in conjunction with Section A.

10. Distribution Method

10.1 Distribution will take place within the specified post code sectors/locations.

10.2 Distribution will normally be carried out by a team of distributors, supervised by a Team Leader, and where available, working to street level mapping.

10.3 The distribution figures quoted for each sector/location will provide a percentage coverage of such, and do not imply 100% coverage of all addresses within any area.

10.4 Distribution is further subject to the conditions as outlined in Section A of The Company's Terms & Conditions.

11. Delivery Period / Timing

11.1 Household distribution will normally take place on weekdays, and in normal working hours.

11.2 The Company will be pleased to outline a provisional date for completion of any solus distribution contract upon request.

11.3 Whilst every effort will be made to complete distribution in the time scale advised, adverse weather conditions, late supply of stock, over-run of previous contract, or other unforeseen circumstances may occasionally cause delay to a distribution.

11.4 The Company reserves the right to amend the timing and/or completion of any distribution as a result of reasons outlined in 11.3 above, or for any other reasonable factors.

12. Confirmation of Delivery

12.1 Following completion of delivery, The Company may supply a Certificate of Distribution. Additionally, where available it may be possible to provide a map highlighting streets distributed to and/or a summary of the observed backchecks carried out by the Team Supervisor/Leader.

Section C - Additional Terms & Conditions - Inserts into Paid For Publications

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

13. Delivery Instructions

13.1 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 there will be an additional charge for re-packing supplies to meet the format required.

14. Insert Specification

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

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

15. Insertion

15.1 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.

16. Timing

16.1 In exceptional circumstances, Newsquest reserves the right to change the insertion date, but will keep the customer informed and endeavor to find the best possible solution.

17. Supplies

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

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

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

18. Certificate of Insertion

18.1 Following completion of each insertion a Certificate of Insertion will be provided by Newsquest.

19. Cancellations

19.1 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.