

Terms & Conditions

General

These conditions (“Conditions”) apply exclusively to each transaction (“Contract”) for the supply of services (“Services”) relating to leaflet delivery by GPS Advertising Ltd trading as GPS Leaflet Distribution (“the Company”) to a client (“the Client”) (together “the Parties”). The Client warrants to the Company that it is entering into the Contract as principal and not as agent on behalf of any person, firm or company. The Company will take the Client’s acceptance of these Terms and Conditions on the basis of material being received into the warehouse and/or payment received for the distribution.

Price

The price of the Services (“the Price”) is the Company’s quoted price and is exclusive of VAT. The Company is only bound by orders which it has accepted in writing. An accepted order can only be varied or cancelled with the Company’s consent. The Client will pay the Price plus VAT at least 1 day before agreed start date.

Cancellation

The Client may cancel the contract or any part of the contract at any time before commencement of the distribution providing the material has not yet been allocated and collected by Personnel. If the material has already been allocated or any part of the contract has already been transferred to personnel and the delivery has started, then this part of the contract can not be cancelled and the material will be delivered.

Where a cancellation is accepted by the Company, the material must be collected from the Company’s distribution hub or a charge will be made for the return of any material to the Client. Where the Client has opted to have the material returned, payment for the return must be made in advance. Where no payment is received within 7 days of the cancellation, storage charges will start to apply at £1 per box per day.

Monies paid by the Client for that part of the distribution will be credited to the Client’s account. If the Client requests a refund, monies paid by the Client will be refunded minus a 20% cancellation fee of the contract value.

Promotional Material

The Client must supply sufficient promotional leaflets or materials (“Promotional Material”) to perform the Contract at least 1 week, but not before 2 weeks, ahead of the agreed start date specified on the invoice. The Client must deliver the Promotional Material to the address stated by the Company. All promotional material must be securely boxed.

Where promotional material needs to be supplied more than 2 weeks ahead of the start date, (e.g. specific logistical reasons, Client going on holiday etc) permission from the Company must be given in writing prior to bringing the promotional material to the warehouse in order to avoid storage charges. Without this written consent, we reserve the right to charge a storage fee of £1 per box per day up to the date that is 7 days prior to the distribution start date specified on the invoice.

Where promotional material is supplied to the warehouse, but no payment for the distribution is

received by the distribution start date specified on the invoice, storage charges will commence at £1.00 per box per day until such time as the material has been collected, either payment for the distribution or payment for the return of the leaflets has been received or client expresses their wishes for the material to be disposed of, at which point an invoice will be issued for the relevant recycling charge as well as any accrued storage charges.

All boxes must be labelled clearly on the outside with the Clients company name and/or the invoice number provided by the Company as well as the number of promotional material items contained within the box. If the Client is providing different types of material which apply to a single invoice number, the Client MUST label each box with the relevant information to allow the Company to ensure the items are stored appropriately. The Company will not be held responsible for any mistakes or errors in the distribution process arising from boxes being incorrectly labelled or not labelled at all particularly in the case that different types of leaflets have been provided.

On receipt of the materials, all materials will be 'counted' using precision counting scales. The Company will notify the Client of any significant discrepancies between items received and the items invoiced. The Company will also provide the Client with a choice of whether to recycle the material, keep it for a future distribution/add to current invoice or collection by the Client. Unless Clients' wishes are received before the end of the distribution, all surplus material will be recycled 14 days after the round is completed without further reference to the Client and without further liability.

Disposal of Promotional Material

Where promotional material has been received but after 4 weeks of the original start date specified on the invoice, distribution has not been able to commence due to non-payment, we reserve the right to give 21 days written notice of our intention to recycle the material. If no response is received or material is not collected, an invoice will be raised for storage charges as detailed above as well as recycling costs.

The Client warrants that Promotional Material will not infringe any copyright or intellectual property rights of a third party and will not be abusive or indecent or defamatory. The Client will indemnify the Company for and against any loss, damage, costs, expenses or other claims arising from breach of this warranty.

Distribution Types

Shared – The distribution will be carried out with up to 3 additional Client's leaflets. The company reserves the right to include an GPS Leaflet Distribution recruitment leaflet in addition to the maximum 3 accompanying Client leaflets in certain areas and certain rounds for the combined purpose of recruiting new staff and as an additional means of backchecking deliveries.

Solus – The distribution will be carried out with no other Client's leaflets.

Solus, & Shared are not delivered with items whose content is **directly** competing. If a particular product or service that you offer is **not** mentioned on the item you have provided for delivery, we reserve the right to match your item with an item which may offer those services as long as none of the content mentioned on the leaflet is **directly** competing with any of the content on your leaflet.

Solus & Shared have an estimated delivery window of 2-3 weeks.

Solus benefit from bespoke mapping and demographic targeting. Bespoke mapping is available at an extra charge with the Shared service.

Customers may occasionally provide 1 item which includes an insert within their material. This is counted as 1 item and we reserve the right to include such items into our distribution services. Not all distribution services are available in all areas.

The Company reserves the right to withdraw or amend the distribution services available in any given area without prior notice except where distribution has already been booked, accepted and paid for.

Additional Costs

The Client must, on request, pay any additional cost to the Company in supplying the Services caused by: any breach or variation by the Client of its obligations under the Contract or these Conditions; any factor beyond the Company's reasonable control; any change in dates of the supply of the Services which the Client requires; or any delay caused by the Client's instructions or the Client's failure to give the Company adequate information or instructions when the order has been accepted or any other time.

Any items over 20g are priced based on their weight. It is the responsibility of the Client to provide the correct weight in order that the correct rate is applied at the time of invoicing. All "overweight" items are weighed on arrival. If the actual weight of the item is more than the weight previously advised, then any additional amount due MUST be paid prior to distribution of the items.

Where delivery personnel have been put in place for the arrival of "overweight" items and the discrepancy is not paid in full immediately, the Client will forfeit any monies already paid for the delivery of the campaign.

Warranty

The Company warrants that it will use its reasonable endeavours to procure the doorstep delivery of the Client's Promotional Material to addresses in the geographical locations agreed by the Parties ("Location") by means of selecting personnel to perform such duties ("Personnel").

The Company warrants that it will use reasonable skill and care to select Personnel to deliver Promotional Material. Personnel will carry a telephone / GPS tracking device for tracking purposes.

The Company is not able to guarantee timelines (unless it has agreed to do so in writing), however, every effort will be made to achieve the estimated timelines with the resources that are at the Company's disposal.

The Company will make every effort to meet the agreed deadline for Guaranteed Services. However, in the event that a proportion of leaflets are delivered after the deadline has passed, The Company will offer a pro-rata refund for the number of leaflets delivered after the deadline date.

The Company cannot guarantee that all Promotional Material will be delivered or that all addresses within the agreed Location will receive Promotional Material for reasons such as access issues to particular properties, residents wishes not to receive leaflets/flyers or any other similar restrictions.

Money Back Guarantee – All our distributors are required to carry a GPS tracking device for the purposes of tracking all deliveries and providing a post-delivery report to our Clients. This is backed up by our Money Back Guarantee. If we are unable to prove that we have delivered the number of leaflets that has been invoiced and paid for, our Money Back Guarantee means we will re-imburse to the Client the cost of distribution only for any proportion of leaflets for which we are unable to provide the GPS delivery report or any substantiating paperwork which is used as a means of backup.

Exclusivity

The Client grants the Company exclusivity to perform the Services using Personnel and it is a condition that it will not attempt to contract, or will actually contract, with the Personnel direct.

Force Majeure

The Company is not liable to the Client for any failure or delay under the Contract which is beyond its reasonable control such as inclement weather conditions or illness of Personnel.

Third Parties

Each Contract will only confer rights and benefits on the Client and no third party can acquire rights or benefits under the Contract or these Conditions.

Assignment

The Contract may not be assigned by the Client, but the Company may assign or sub-contract all or any or its rights or obligations.

Waiver

Should the Company waive any breach of these Conditions or the Contract caused by the Client, it will not be treated as waiving any subsequent breach of the same or any other provision.

Entire Agreement

These Conditions and documents referred to in them are the entire agreement between the Parties and replace any previous agreements between the Parties.

Law and Jurisdiction

English law governs these Conditions and each Contract and the Parties agree to the exclusive jurisdiction of the English Courts.