

LocalLeafletPromotion.com - National Franchise partners

Terms & Conditions

This is a binding contract between LocalLeafletPromotion.com - National Franchise partners local offices , hereafter known as "LLP" and the purchaser either as an individual, group or commercial enterprise, hereafter referred to as the "Customer". These Terms and Conditions apply to the provision of services as agreed between LLP and the Customer.

Definitions: "Service" or "Services" means doorstep deliveries and development of printed material as agreed between LLP and the Customer and confirmed by LLP in what will be classified as the "Proposal" in whatever written, verbal, or other form that may take.

Terms: These terms apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Customer unless specifically agreed to in writing by LLP. These terms apply to all services outlined within the Proposal. These terms supersede and replace any prior written or oral agreements, representations or understandings between LLP and the Customer relating to the Proposal. The Customer hereby confirms that it has not entered into this Agreement based on any representation that is not expressly incorporated into these terms. Any amendments to the terms are only binding if accepted in writing by LLP.

Services:

A. LLP shall use all reasonable endeavours to perform the Service as described within the Proposal, during the agreed period stated in the Proposal. LLP makes no warranty that the Service will be provided within any particular time. Time for performance of the Service shall not be of the essence of the contract.

B. LLP warrants that its employees and subcontractors have the necessary skills and shall use all reasonable skill and care in providing the services in a professional manner.

C. The Customer must notify LLP in writing and within 7 days from completion of the delivery of any discrepancies highlighted by a spot check by them.

D. Deadlines: in accepting the estimate provided, the Customer agrees to the deadlines. Any failure to supply artwork, or leaflets, on time may result in missing the delivery slot and still being liable for the full cost.

E. LLP shall not be liable to the Client (whether in contract, tort or otherwise) under this Agreement in respect of any loss of use, profit, revenue, or good will arising from the performance or non-performance by LLP of its obligations under these terms even if such losses were reasonably foreseeable or LLP had been advised of the possibility of incurring such losses.

Subject to the rest of this Clause the total liability of LLP (whether in contract, tort or otherwise) arising out of or in connection with a claim or claims made by the Customer in respect of loss or damage suffered by the Customer flowing from any one event or series of connected events pursuant to this Agreement shall be limited to the pro-rata element of any issue arising within a job, up to a maximum of the total sum paid by the Customer to LLP.

Payment Terms:

A. LLP will only commence planning & logistics for the work described within the Proposal on receipt of a confirmation of the estimate provided electronically for the Proposal. This must be received a minimum of fourteen days prior to the Service commencing, subject to variation only in the event of formal written agreement by LLP

B. The Customer guarantees to pay the agreed, invoiced, & contracted price in full a minimum of five days prior to the distribution Service commencing, at which point title to the marketing material passes to LLP; this is necessary to ensure all planning and logistics work can be completed to enable successful commencement of the Service to the agreed date.

C. Any failure to pay in full on the above terms may result in cancellation or at the least postponement of the Service with the Customer remaining liable for the full invoiced cost of the Service due to logistics and arrangements having been expended.

D. LLP understands and will exercise the right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998. LLP reserve the right to instruct a third-party agent to collect any outstanding payments that fall outside the agreed payment terms. Any costs regarding the third party will be payable by the Customer.

E. Unsettled accounts will, at the absolute discretion of LLP, accrue interest at the rate of 8% above the lending base rate of Coutts & Co, Bankers, from time to time pertaining, will be compounded and calculated daily until settled in full.

LLP's Obligations:

A. LLP will use its reasonable endeavours to make an accurate estimate of how long a delivery will take, and inform the Customer as soon as possible if it considers that further time will be needed.

B. LLP and its operatives will use every reasonable attempt to carry out the agreed deliveries by the contracted date, once the documents are made available to LLP by the Customer. Any failure on the part of the Customer to provide artwork, printed material, or other matter to permit the agreed start date will be at the Customer's sole risk. This includes provision of artwork & design to correct specification in sufficient time to permit print & delivery to meet the Proposal.

C. LLP aim to work to the proposed dates on the Customer order, however must advise that a 14 day window over the planned date for completion be allowed. If the Customer distribution is working to a specific deadline due to a special offer or even the Customer must make LLP aware of this at the time of the Proposal which LLP will use its best endeavours to comply with, but without change to the liability expressed in Services (E)

D. Reporting: The Customer will receive regular reports updating the progress of the round, which map numbers are complete and which are in progress. At the end of the job the Customer will receive a comprehensive report for analysis between LLP and the Customer; due to the logistics of data collection & analysis this report will be available from job completion but up to two weeks after completion of rounds; the Customer expressly understands and agrees to this

E. GPS Tracking: where contracted, rounds are GPS tracked using media to update the Post Person's position every few seconds. Reporting on such tracking is for the company's (LLP's) control purposes and can be made available to the Customer upon request, subject to agreed levels of payment for such services within the Proposal (which may be FOC).

F. LLP aim to deliver around 95% of the leaflets supplied, but cannot guarantee 100% delivery due to "no junk mail" signs, households refusing acceptance and potentially access limitation issues. LLP will allocate any leaflets left over for re-delivery (subject to availability); if the leaflet is time sensitive then LLP can arrange return to the Customer or recycling.

G. LLP cannot guarantee any response from the leaflets that LLP deliver.

Quantities: the minimum quantity is 1,000 or the equivalent cost. Where agreed between LLP and the Customer, variation to quantities is subject to negotiation.

Collections and arrangements: LLP can arrange to collect the Customer's leaflets subject to a £20+ fee, and the Customer warrants to have the leaflets in stock and ready for collection the Friday prior to the delivery starting (at LLP's Leicester address below). LLP's delivery week runs from each Tuesday of the week. Leaflets not received by that point cannot be guaranteed to fit the agreed scheduling of rounds and any consequential losses arising are solely at the Customer's risk.

Area Terms: the Customer will be unable to alter the delivery areas once the estimate has been confirmed and signed.

Cancellation: If the Customer wishes to cancel the order this must be done within 24 hours of the Customer's confirmation of the estimate in writing. Failure to do this will result in a payment being required for the full amount Force Majeure: LLP shall not be liable for any breach, hindrance or delay in performance of its obligations which is caused by circumstances beyond its reasonable control including without limitation actions of third parties, Act of God, insurrection, riot, war, hostilities, warlike operations, terrorism, piracy, arrests, restraints or detainments of any competent authority, strikes or combinations or lock-out of workmen, fire, flood, drought, earthquake, mechanical breakdown, electrical or telecoms or Internet failure, shortage of or inability to obtain materials, equipment or transportation ("Event of Force Majeure"), regardless of whether the circumstances in question could have been foreseen.

LLP agrees to notify the Customer upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure. The performance of LLP's obligations shall be suspended during the period that the circumstances persist and LLP shall be granted an extension of time for performance equal to the period of the delay.

If the Event of Force Majeure continues without a break for more than three months, either party may terminate the Services immediately by notice to the other, in which event neither party shall be liable to the other party by reason of such termination.

Assignment: LLP may assign or subcontract its rights, liabilities or obligations hereunder either in whole or in part to any other person, firm or company. LLP is under no obligation to give notice to the Customer of any such assignment.

The Customer shall not assign, transfer or charge or purport to assign, transfer or change this Agreement or any of its rights, liabilities or obligations under this Agreement without the prior written consent of LLP (such consent not to be unreasonably withheld).

General: No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of such right, or extend to or, affect any other or, subsequent event or, impair any rights or remedies in respect of it or in any way modify or diminish that party's rights under these terms.

Nothing in this Agreement shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the parties.

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This Agreement shall be governed by and construed in accordance with English law and the Client hereby submits to the jurisdiction of the English courts.