



ALLDAYMEDIA



Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS

Definitions

In these conditions the following words or phrases shall have the following meanings:

“**Client**” as described in the Confirmation of Order and/or the person with whom the Company is contracting

“**Company**” Allday Media

“**Conditions**” the Company’s standard terms and conditions hereinafter set out

“**Confirmation of Order**” the Company’s Confirmation of Order/Proforma Invoice form

“**Distribution Area**” The area in which distribution is to take place as set out in the Confirmation of Order.

“**Price**” The contract price as specified in the Confirmation of Order

“**Start Date**” and “**Finish Date**” as specified in the Confirmation of Order

“**Stock**” items for distribution as described in the Confirmation of Order

“**Working Day**” 9.00am to 5.00pm on any day other than a Saturday or Sunday or Bank Holiday.

“**Delivery Address**” as described in the Detailed Bulk Delivery Schedule

“**Delivery Date**” as specified in the Confirmation of Order

“**Detailed Bulk Delivery Schedule**” the Company’s Detailed Bulk Delivery Schedule form

“**Special Instructions**” as described in the Confirmation of Order

1. All quotations contracts and work undertaken by the Company are on and subject to the Conditions.
2. No order submitted by the Client shall be deemed accepted by the Company until confirmed in writing by the Company on a Confirmation of Order.
 - 3.1 The Company will endeavour to carry out delivery of Stock between the Start Date and Finish Date but the Company reserves the right to vary both the method and time of delivery at its discretion. Without limitation to the foregoing the Company shall not be liable for any delays in distribution and/or non-distribution caused by circumstances beyond the Company’s control.
 - 3.2 The Company will endeavour to make distribution to as many residential addresses in the Distribution Area as reasonably possible.
 - 3.3 The Company however shall not be liable for failing to distribute to any particular household or address nor for failure to achieve any delivery objective targets.

Supply of Stock

- 4.1 The Client is responsible for the delivery of the Stock to the Delivery Address stated in the Detailed Bulk Delivery Schedule by the Delivery Date stated on the Confirmation of Order.
- 4.2 Stock must be supplied by the Client in secured and/or bound containers identifying clearly on the exterior of each container the number and identity of items of Stock contained. Each container with Stock is to weigh no more than 10 kilos.
- 4.3 In the event of Stock being delivered late or incorrectly the Company will endeavour to carry out distribution, but distribution is not guaranteed in whole or in part and the Company will not be liable for any claim loss cost liability expense or demand arising from late distribution or nondistribution.

Content of Stock

- 5.1 The Company reserves the right to refuse to carry out distribution of Stock at its absolute discretion if it considers it to be obscene, unlawful, dangerous, hazardous or otherwise unsuitable for distribution in which event the Client shall indemnify the Company against any claim, loss, cost, liability, expense or demand incurred by the Company.
- 5.2 The Client shall indemnify the Company from and against all liability arising out of the form and/or content of the Stock. It is the responsibility of the Client to ensure that the Stock does not breach any legal requirement and complies with all proper requirements.

Complaints Procedure

6. Any complaint in respect of the distribution must be made in writing provide the name and full address (including post code) of any alleged non-delivery and must be received by the Company within seven days of the Finish Date of the distribution giving full details of the complaint alleged. If the complaint is not received within that period the Company will not be able to undertake the appropriate action to investigate and remedy the complaint and the Company will not be liable to the Client for the complaint or any claim loss cost liability expense or demand arising therefrom.

The Company's Liability

7. Any liability of the Company to the Client shall be limited to the Price and the Company shall not be liable for any consequential loss or damage or any other claim loss cost liability expense or demand incurred by the Client or any other person.
- 7.1 The Company shall not be liable for any dishonest or fraudulent act of its employees agents contractors or subcontractors.

Cancellation

8.1 The Client shall indemnify the Company against any claim loss cost liability expense or demand suffered by the Company as a result of either the Client cancelling or terminating the contract between the Company and the Client or breaching any of the terms of the contract.

8.2 In the event of cancellation of the contract by the Client the Client will be liable to pay the full Price except in the following circumstances:

8.2.1 If the Company receives written notice of cancellation from the Client more than one calendar month before the Start Date the Client will be liable for 10% of the Price.

8.2.2 If the Company receives written notice of cancellation from the Client less than one calendar month but more than two weeks before the Start Date the Client will be liable for 25% of the Price.

Payment Terms

9.1 The Client shall pay the Company the Price in full at least five full working days prior to the Start Date stated in the Confirmation of Order unless provided otherwise in the Special Instructions section of the Confirmation of Order.

9.2 The Company shall be entitled to alter vary or withdraw a quotation at any time.

9.3 The Company shall be entitled to increase the Price to reflect any increased costs to the Company up to the date of actual distribution on giving written notice to the Client.

Assignability

10. The Company shall be at liberty to effect distribution by any means it sees fit including the use of subcontractors. The Company shall be entitled to assign its obligations under the Contract.

Risk

11. All Stock shall be at the risk of the Client at all times and the Client shall be responsible for insuring the Stock at all times both before and after delivery to or as directed by the Company.

General

12.1 Time shall not be of the essence unless otherwise agreed in writing by the Company and the Client.

12.2 The Company shall act as an independent contractor and not as an agent of the Client.

12.3 The knowledge information and data of the Company used in carrying out its obligations under the Contract shall remain in the ownership of the Company.

12.4 If at anytime any one or more of the provisions in these Conditions is or becomes invalid, illegal or unenforceable in any respect neither the validity, legality nor enforceability of the remaining provisions shall in any way be affected or impaired.

12.5 These Conditions shall be governed by and interpreted in accordance with Scottish Law and the parties submit to the jurisdiction of the Scottish Courts.

Notices

13.1 Any notice to be given under these Conditions shall be given:

13.1.1 by hand delivery; or

13.1.2 by sending it in a prepaid envelope by 1st class post;

to the party concerned at its address or registered office for the time being or to such other address as the party concerned may have notified to the other; or

13.1.3 by sending it by facsimile message to the facsimile number of the party concerned;

13.2 any such notice shall be deemed served, in the case of service in accordance with clause 13.1.1 at the time of delivery; in the case of service in accordance with clause 13.1.2 48 hours after posting and in the case of service in accordance with clause 13.1.3 one hour after dispatch provided in each case that the time of deemed service shall be a working day.

13.3 In the event of the notice arriving at a time which is not a working day it shall be deemed served on the first working day after that. In proving service it shall be sufficient to prove in the case of a letter that the letter was properly stamped and placed in the post or delivered by hand and in the case of a facsimile message that it was duly dispatched providing the sender obtains confirmation of transmission.