

# Terms & Conditions

## Standard Terms and Conditions of Cornerstone Vision for Leaflet/Magazine/Newspaper Distribution



### DEFINITIONS

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

- “Client” as described in the Order Confirmation and/or the person with whom the Company is contracting.
- “Company” Cornerstone Vision
- “Conditions” the Company standard terms and conditions hereinafter set out.
- “Confirmation of Order” the Company’s Order Confirmation/Proforma Invoice term.
- “Distribution Area” The area in which distribution is to take place as set out in the Order Confirmation.
- “Price” The contract price as specified in the Order Confirmation.
- “Start Date” and “Finish Date” as specified in the Order Confirmation.
- “Stock” items for Distribution as described in the Order Confirmation.
- “Working Day” 9.00 am to 5.00 pm on any day other than a Saturday or Sunday or Bank Holiday in England and Wales.

**1** All quotations contracts and work undertaken by the Company are on and subject to the Conditions.

**2.1** 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.

**2.2** The Company will endeavour to make distribution to as many residential addresses in the Distribution Area as reasonably possible.

**2.3** The Company however shall not be liable for failing to distribute to any particular household or address nor for failure to achieve any delivery of objective targets.

### SUPPLY OF STOCK

**3.1** The Client is responsible for delivery of the Stock to the specified point(s) stated in the Order Confirmation at latest by the ‘leaflets due date’ on the Order Confirmation.

**3.2** 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.

**3.3** 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 non-distribution.

### CONTENT OF STOCK

**4.1** 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.

**4.2** 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

**5.** Any complaint in respect of the distribution must be made in writing, providing 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**

6. 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.

### **CANCELLATION**

7.1 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.

7.2 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:

7.2.1 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 0% of the Price.

7.2.2 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 10% of the Price.

### **PAYMENT TERMS**

8.1 The Client shall pay the Company the Price in full at least three full Working Days prior to the Start Date.

8.2 The Company shall be entitled to alter, vary or withdraw quotation at any time.

8.3 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.

### **ASSIGN ABILITY**

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

### **RISK**

10. 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**

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

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

11.3 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.

11.4 If at any time 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.

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

### **NOTICES**

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

12.1.1 by hand delivery, or

12.1.2 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

12.1.3 by sending it by email to the email address of the party concerned.

12.2 Any such notice shall be deemed served in the case of service in accordance with clause 12.1.1 at the time of delivery in the case of service in accordance with clause 12.1.2, 48 hours after posting and in the case of service in accordance with clause 12.1.3 one hour after sending. In each case the time of deemed service shall be a working day.

12.3 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 an email that it was duly dispatched providing the sender obtains confirmation of transmission.