

SMOOTH DAY SOLUTIONS

LEAFLET ADVERTISING, PRINTING & DISTRIBUTION AGREEMENT

Commercial Terms & Conditions

1. PARTIES

1.1 This Agreement is between Smooth Day Solutions ("the Company", "we", "us" or "our"); and the individual, sole trader, partnership, company or other organisation identified in the Booking Confirmation ("the Customer", "you" or "your").

1.2 The Company and Customer are together referred to as the "Parties".

1.3 This Agreement applies to the advertising, design, printing, print-management and/or leaflet distribution services supplied by the Company.

2. DEFINITIONS

Advertisement means the Customer's advertisement, promotional panel, leaflet, artwork or other marketing material included within a Campaign.

Agreement means these Terms and Conditions together with the applicable Booking Confirmation and any written variation agreed between the Parties.

Artwork means any advertisement, graphic, photograph, design, copy, QR code, logo or other material used in connection with the Campaign.

Booking Confirmation means the quotation, invoice, order confirmation, email or other written document confirming the Services purchased by the Customer.

Campaign means the advertising and/or leaflet distribution campaign described in the Booking Confirmation.

Distribution Area means the postcode sectors, geographical locations, households or other areas specified in the Booking Confirmation.

Distribution Partner means Royal Mail or another third-party distribution provider appointed by the Company.

Leaflet means the physical advertising material containing the Customer's Advertisement, whether the Customer occupies the whole leaflet or shares it with other advertisers.

Services means the advertising, design, artwork, printing, print management, distribution and associated services supplied by the Company.

Working Day means Monday to Friday excluding public and bank holidays in England.

3. FORMATION OF THE CONTRACT

3.1 A binding Agreement is formed when the Customer does any of the following:

- a)** signs or accepts a Booking Confirmation;
- b)** accepts a quotation in writing;
- c)** confirms acceptance by email or other written electronic communication;
- d)** pays all or part of an invoice; or
- e)** instructs the Company to begin providing the Services.

3.2 By entering into the Agreement, the Customer confirms that they have read, understood and accepted these Terms and Conditions.

3.3 Where an individual enters into this Agreement on behalf of a business or organisation, that individual confirms that they have authority to bind that business or organisation.

3.4 Any terms contained within a Customer purchase order or other Customer document shall not override these Terms unless expressly agreed in writing by the Company.

4. ORDER OF PRECEDENCE

If there is any inconsistency between documents forming the Agreement, the following order of precedence applies:

1. any written variation specifically agreed by both Parties;
2. the Booking Confirmation;
3. these Terms and Conditions.

5. SERVICES

5.1 The Company shall provide the Services described in the Booking Confirmation using reasonable care and skill.

5.2 The exact Services supplied may include:

- a) advertising space;
- b) advertisement design;
- c) artwork preparation;
- d) print management;
- e) printing;
- f) leaflet distribution; and
- g) associated campaign administration.

5.3 Only Services expressly stated within the Booking Confirmation are included.

5.4 The Company may use suitably qualified third-party suppliers or subcontractors to perform any part of the Services.

6. ADVERTISING PERFORMANCE

6.1 The Customer acknowledges that advertising results cannot be guaranteed.

6.2 The Company does not guarantee:

- a) any minimum number of enquiries;
- b) any minimum number of telephone calls or website visits;
- c) any level of sales;
- d) any conversion rate;

- e) any increase in revenue;
- f) any return on advertising expenditure; or
- g) any other commercial result.

6.3 A Campaign shall not be considered defective merely because it produces fewer responses than the Customer expected.

7. CUSTOMER RESPONSIBILITIES

7.1 The Customer shall provide all information, materials and approvals reasonably required by the Company within the requested timescale.

7.2 The Customer warrants that all information supplied is accurate and complete.

7.3 The Customer is responsible for ensuring that its Advertisement complies with all applicable laws, regulations, advertising rules and industry requirements relevant to its business.

7.4 The Customer shall not provide material that:

- a) is unlawful;
- b) is defamatory;
- c) is fraudulent or materially misleading;
- d) infringes intellectual property rights;
- e) infringes privacy or data protection rights;
- f) contains material the Customer does not have permission to use; or
- g) could reasonably expose the Company to legal or regulatory action.

8. ARTWORK AND DESIGN

8.1 Where design is included within the Services, the Company shall prepare Artwork based upon information supplied by the Customer.

8.2 The Customer shall be provided with an opportunity to review the Artwork before printing.

8.3 The Customer is responsible for checking all elements of the Artwork, including:

- a) spelling;
- b) grammar;
- c) telephone numbers;
- d) email addresses;
- e) website addresses;
- f) prices;
- g) offers;
- h) dates;

- i)** business addresses;
- j)** QR codes;
- k)** photographs;
- l)** logos; and
- m)** legal or regulatory wording.

8.4 Printing shall not normally commence until the Customer has approved the Artwork.

8.5 Approval may be given by email, electronic message, signed approval form or another written method accepted by the Company.

8.6 Once Artwork has been approved, the Customer accepts responsibility for any error that appeared in the approved Artwork and which a reasonable review should have identified.

8.7 Any amendment requested after approval may result in additional charges or a delay to the Campaign.

9. CUSTOMER-SUPPLIED ARTWORK

9.1 Where the Customer supplies completed Artwork, the Customer is solely responsible for its accuracy and suitability.

9.2 The Company is not required to proofread or independently verify Customer-supplied Artwork.

9.3 The Company may request replacement Artwork where supplied files do not meet reasonable technical or printing requirements.

10. COMPANY RIGHT TO REFUSE OR WITHDRAW ADVERTISING

10.1 The Company reserves the right, at its reasonable discretion, to refuse, reject or withdraw an Advertisement from a Campaign at any time before printing commences.

10.2 The Company may exercise this right where it reasonably considers that an Advertisement:

- a)** may be unlawful;
- b)** may be defamatory;
- c)** may be misleading;
- d)** may infringe third-party rights;
- e)** may be offensive or inappropriate;
- f)** may cause regulatory concerns;
- g)** could reasonably damage the reputation of the Company or Campaign;
- h)** creates an unacceptable conflict with another advertiser;
- i)** does not meet reasonable production requirements; or
- j)** is otherwise unsuitable for inclusion in the Campaign.

10.3 The Company may also withdraw an Advertisement before printing for legitimate operational or commercial reasons.

10.4 Where the Company withdraws an Advertisement before printing and the withdrawal has not resulted from a breach of this Agreement by the Customer, the Company shall provide the Customer with a full refund of all amounts paid in respect of the affected Advertisement.

10.5 Following payment of the refund under clause 10.4, neither Party shall have any further obligation to proceed with the affected Advertisement.

10.6 Subject to any liability that cannot legally be excluded, the refund described above shall be the Customer's remedy arising solely from the Company's decision not to proceed with the Advertisement.

10.7 Where withdrawal results from the Customer breaching this Agreement, including supplying unlawful, infringing or materially misleading content, the Company may deduct reasonable costs already incurred before returning any remaining balance.

11. PRINTING

11.1 Where printing forms part of the Services, the Company may arrange printing through a third-party commercial printer.

11.2 Minor variations in colour, finish, positioning, cutting and appearance may occur as part of normal commercial printing.

11.3 Screen displays and digital proofs may not exactly reproduce the colours of the final printed material.

11.4 Commercial printing may be subject to reasonable manufacturing quantity tolerances.

11.5 Minor variations that do not materially affect the purpose of the Advertisement shall not constitute a breach of this Agreement.

12. DISTRIBUTION

12.1 The Company shall arrange distribution in accordance with the Booking Confirmation.

12.2 Distribution may be performed by:

- a)** Royal Mail;
- b)** an independent distribution company;
- c)** another suitable Distribution Partner; or
- d)** the Company itself.

12.3 The Company may select the Distribution Partner unless a specific distribution method has been expressly agreed in the Booking Confirmation.

12.4 Where Royal Mail or another independent third party performs the physical distribution, the Company acts as the organiser of that element of the Campaign and does not directly control the individual delivery personnel.

13. DISTRIBUTION AREAS

13.1 The Distribution Area shall be specified within the Booking Confirmation or associated campaign documentation.

13.2 Distribution areas may be described using postcodes, postcode sectors, geographical boundaries, household quantities or similar criteria.

13.3 Household numbers and distribution quantities may be based upon information supplied by third parties and may change over time.

13.4 Unless expressly agreed otherwise, the Company does not guarantee delivery to every individual address within a geographical area.

13.5 Leaflets may not be delivered to properties that are:

- a)** clearly vacant;
- b)** derelict;
- c)** inaccessible;
- d)** unsafe to access;
- e)** subject to delivery restrictions; or
- f)** otherwise unsuitable for delivery.

14. DISTRIBUTION DATES

14.1 Any distribution date or distribution window is an estimate unless expressly confirmed in writing as a fixed contractual deadline.

14.2 Time shall not be of the essence in relation to estimated Campaign dates.

14.3 Campaign dates may change because of circumstances including:

- a)** printing delays;
- b)** severe weather;
- c)** postal disruption;
- d)** operational requirements;
- e)** industrial action;
- f)** Customer delays;
- g)** supplier delays; or
- h)** events outside the Company's reasonable control.

14.4 The Company shall use reasonable endeavours to minimise material delays and, where appropriate, notify the Customer of significant changes.

15. CUSTOMER DELAYS

15.1 The Customer must provide Artwork, information, payment and approvals within any deadline specified by the Company.

15.2 Where the Customer causes a delay, the Company may move the Campaign to the next reasonably available production or distribution window.

15.3 A Customer-caused delay shall not constitute a breach by the Company.

15.4 Additional costs reasonably incurred because of a Customer-caused delay may be charged to the Customer where the Company has notified the Customer of those costs.

16. EVIDENCE OF DISTRIBUTION

16.1 Where included within the purchased Services, the Company may provide reasonable evidence that distribution has been completed.

16.2 Evidence may include:

- a)** Royal Mail documentation;
- b)** distributor reports;
- c)** campaign records;
- d)** delivery confirmation;
- e)** GPS records where specifically included; or
- f)** other reasonable evidence available to the Company.

16.3 GPS tracking is not included unless expressly stated in the Booking Confirmation.

16.4 A report from one or more households that they did not receive a leaflet shall not, by itself, establish that the entire Campaign was not completed.

16.5 Any credible complaint concerning non-delivery will be investigated reasonably by the Company.

17. PRICE AND PAYMENT

17.1 The Campaign price shall be stated in the Booking Confirmation.

17.2 Payment shall be made according to the payment terms stated in the Booking Confirmation or invoice.

17.3 Unless otherwise agreed, the Company may require full payment before printing or distribution commences.

17.4 The Company may suspend work where payment is overdue.

17.5 Smooth Day Solutions is not currently VAT registered. Accordingly, VAT will not be added unless the Customer is notified otherwise.

17.6 If the Company's VAT status changes, VAT may be charged on future supplies where legally required.

18. LATE PAYMENT

18.1 Where the Customer is acting in the course of business, overdue sums may be subject to statutory interest and recovery charges where permitted by applicable law.

18.2 The Customer shall be responsible for reasonable recovery costs incurred by the Company to the extent legally recoverable.

18.3 The Company may withhold further Services while amounts remain overdue.

19. CUSTOMER CANCELLATION

19.1 A cancellation must be made in writing.

19.2 Where the Customer cancels more than 10 days before printing is scheduled to commence, the Customer shall be entitled to a 50% refund of amounts paid for the cancelled Campaign.

19.3 Where the Customer cancels within 10 days of printing being scheduled to commence, no refund shall be payable.

19.4 Once printing has commenced, no refund shall be payable following Customer cancellation.

19.5 The cancellation provisions reflect the fact that the Company may commit design, administration, printing, distribution and supplier resources before physical printing or distribution takes place.

20. COMPANY CANCELLATION

20.1 The Company may cancel a Campaign where it is unable reasonably to provide the Services.

20.2 Where cancellation is not caused by the Customer's breach, the Customer shall be offered:

- a)** a full refund of the affected Services; or
- b)** where agreed with the Customer, a credit towards a future Campaign.

20.3 Nothing in this clause limits the specific withdrawal provisions contained in clause 10.

21. COMPLAINTS

21.1 The Company shall notify the Customer when it reasonably considers distribution to have been completed.

21.2 Any complaint concerning distribution must be submitted in writing within 7 days of that notification.

21.3 The complaint should contain sufficient information to enable the Company to investigate, including relevant addresses or areas where appropriate.

21.4 The Company may refer the matter to the relevant Distribution Partner.

21.5 The Customer shall provide reasonable cooperation with any investigation.

21.6 Nothing in this clause prevents the Customer exercising any right that cannot lawfully be restricted by a contractual time limit.

22. INTELLECTUAL PROPERTY

22.1 The Customer retains ownership of intellectual property supplied by the Customer.

22.2 The Customer grants the Company a licence to use Customer-supplied material to the extent reasonably necessary to provide the Services.

22.3 The Company's pre-existing:

- a)** templates;
- b)** systems;
- c)** layouts;
- d)** processes;
- e)** design elements;
- f)** branding; and
- g)** other intellectual property

remain the property of the Company.

22.4 Where bespoke Artwork is created specifically for the Customer, the Customer may use the final approved Artwork for its own business marketing once all sums due for that Artwork and Campaign have been paid.

22.5 Unless expressly agreed otherwise, the Customer does not acquire ownership of the Company's underlying templates, editable source files, design systems or other pre-existing intellectual property.

23. CUSTOMER WARRANTIES

23.1 The Customer warrants that:

- a)** it has authority to enter into this Agreement;
- b)** information supplied to the Company is materially accurate;
- c)** it has all rights and permissions required for Customer-supplied material;
- d)** its Advertisement complies with applicable law;
- e)** its offers, prices and claims are accurate and capable of substantiation where required; and
- f)** publication and distribution of the Advertisement will not knowingly infringe third-party rights.

24. CUSTOMER INDEMNITY

24.1 To the extent permitted by law, the Customer shall indemnify the Company against reasonable losses, liabilities, damages and costs arising from a third-party claim resulting from:

- a) Customer-supplied material infringing intellectual property rights;
- b) defamatory content supplied or approved by the Customer;
- c) unlawful or materially misleading claims made by the Customer; or
- d) a material breach of the warranties contained in clause 23.

24.2 The Company shall take reasonable steps to mitigate losses for which it seeks indemnification.

25. LIMITATION OF LIABILITY

25.1 Nothing in this Agreement excludes or limits liability for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any liability which cannot lawfully be excluded or limited.

25.2 Subject to clause 25.1, the Company's aggregate liability arising out of or in connection with a particular Campaign shall not exceed the total amount paid or payable by the Customer for that Campaign.

25.3 Subject to clause 25.1, the Company shall not be liable for:

- a) loss of profit;
- b) loss of revenue;
- c) loss of anticipated savings;
- d) loss of business;
- e) loss of opportunity;
- f) loss of goodwill;
- g) reputational damage; or
- h) indirect or consequential loss.

25.4 The Company shall not be liable merely because the Campaign fails to achieve the Customer's expected commercial results.

26. THIRD-PARTY SUPPLIERS

26.1 The Customer acknowledges that elements of the Services may depend upon third parties, including printers and Distribution Partners.

26.2 The Company shall exercise reasonable care when appointing third-party suppliers.

26.3 The Company shall not be treated as having guaranteed that a third party will never experience operational disruption.

26.4 Where a third-party failure materially affects the Campaign, the Company shall take reasonable steps to investigate and, where reasonably possible, arrange an appropriate solution.

27. FORCE MAJEURE

27.1 Neither Party shall be liable for delay or failure to perform an obligation caused by circumstances beyond its reasonable control.

27.2 Such circumstances may include:

- a)** severe weather;
- b)** flooding;
- c)** fire;
- d)** natural disaster;
- e)** epidemic or pandemic;
- f)** war or civil disturbance;
- g)** industrial action;
- h)** postal disruption;
- i)** transport disruption;
- j)** government restrictions;
- k)** significant telecommunications or IT failure;
- l)** major supplier disruption; or
- m)** other comparable circumstances beyond reasonable control.

27.3 The affected Party shall use reasonable endeavours to minimise the effect of the event.

27.4 Where a force majeure event prevents performance for a prolonged period, the Parties shall discuss in good faith whether the Campaign should be rescheduled, credited or cancelled.

28. CONFIDENTIALITY

28.1 Each Party shall keep confidential any genuinely confidential commercial information received from the other Party in connection with the Agreement.

28.2 This obligation shall not apply to information that:

- a)** is already public other than through breach of this Agreement;
- b)** was lawfully known to the receiving Party;
- c)** must be disclosed by law; or
- d)** is disclosed to professional advisers who are subject to appropriate confidentiality obligations.

29. DATA PROTECTION

29.1 Each Party shall comply with applicable UK data protection legislation in relation to personal data processed in connection with this Agreement.

29.2 The Company may process Customer contact information for:

- a) administering bookings;
- b) providing Services;
- c) invoicing;
- d) customer communications;
- e) resolving complaints; and
- f) complying with legal obligations.

30. TERMINATION FOR BREACH

30.1 Either Party may terminate this Agreement where the other Party commits a material breach which, where capable of remedy, is not remedied within a reasonable period following written notice.

30.2 The Company may suspend or terminate the Services immediately where:

- a) continuing the Campaign would reasonably expose the Company to unlawful activity;
- b) the Customer engages in fraudulent conduct;
- c) payment remains materially overdue following reasonable notice; or
- d) continued performance would expose the Company to a serious legal or regulatory risk.

30.3 Termination shall not affect rights or liabilities accrued before termination.

31. NOTICES

31.1 Formal notices under this Agreement shall be made in writing.

31.2 A notice may be delivered by email to the email address normally used by the relevant Party for the Campaign, unless another address has been specified for notices.

31.3 Each Party is responsible for keeping its contact information reasonably up to date.

32. ASSIGNMENT AND SUBCONTRACTING

32.1 The Company may subcontract elements of the Services to suitable suppliers.

32.2 The Customer may not transfer its rights or obligations under this Agreement to another person without the Company's prior written consent, such consent not to be unreasonably withheld.

33. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement creates a partnership, joint venture, employment relationship or agency between the Parties.

Neither Party has authority to bind the other except as expressly provided by this Agreement.

34. THIRD-PARTY RIGHTS

Unless expressly stated otherwise, a person who is not a Party to this Agreement shall have no right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

35. WAIVER

Failure or delay by either Party in exercising a contractual right shall not constitute a waiver of that right.

A waiver on one occasion shall not constitute a waiver on another occasion.

36. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall, so far as reasonably possible, be treated as modified to the minimum extent necessary to make it enforceable.

If modification is not possible, the affected provision shall be removed without affecting the remaining provisions.

37. ENTIRE AGREEMENT

37.1 This Agreement constitutes the entire agreement between the Parties concerning the relevant Campaign and supersedes previous discussions, proposals and representations concerning that Campaign.

37.2 Each Party acknowledges that it has not relied upon a statement not contained within the Agreement when entering into it.

37.3 Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

38. VARIATIONS

No variation to this Agreement shall be effective unless agreed in writing by authorised representatives of both Parties.

Email confirmation may constitute written agreement for this purpose.

39. GOVERNING LAW AND JURISDICTION

39.1 This Agreement and any dispute or claim arising from it shall be governed by the law of England and Wales.

39.2 The courts of England and Wales shall have jurisdiction to determine disputes arising from this Agreement, subject to any mandatory legal rights that apply.

40. STATUTORY RIGHTS

Nothing in this Agreement excludes, restricts or limits any right or remedy which cannot legally be excluded, restricted or limited.

41. ACCEPTANCE

By signing the Booking Confirmation, accepting a quotation, confirming a booking in writing, making payment or instructing the Company to commence work, the Customer confirms that it has read and accepts this Agreement.

SCHEDULE 1 - BOOKING CONFIRMATION**Campaign Reference:** _____**Customer / Business Name:** _____**Contact Name:** _____**Business Address:** _____**Email:** _____**Telephone:** _____**Advertisement / Business Category:** _____**Distribution Area(s):** _____**Estimated Households / Distribution Quantity:** _____**Estimated Distribution Window - From:** _____**Estimated Distribution Window - To:** _____**Print Quantity:** _____**Leaflet Format / Size:** _____**Artwork approval deadline:** _____**Campaign Price:** _____**Total Payable:** _____**Payment Due:** _____

Distribution Method:

☐ Royal Mail☐ Third-Party Distributor☐ Other: _____

Artwork supplied by:

☐ Customer☐ Smooth Day Solutions

VAT: Not applicable while Smooth Day Solutions is not VAT registered.

Special Instructions:

SCHEDULE 2 - ARTWORK APPROVAL

Customer / Business: _____

Campaign Reference: _____

Artwork Version: _____

I confirm that I have reviewed the final Artwork and approve it for printing.

I confirm that I have checked, where applicable:

☐ Business name

☐ Telephone number

☐ Email address

☐ Website

☐ Prices and offers

☐ Dates

☐ Spelling and grammar

☐ Photographs and logos

☐ QR codes

☐ Legal/regulatory wording

I understand that once I approve the Artwork, I am responsible for errors contained within the approved version which a reasonable review should have identified.

Name: _____

Signature: _____

Date: _____

SCHEDULE 3 - DISTRIBUTION COMPLETION RECORD

Campaign Reference: _____

Customer: _____

Distribution Area: _____

Distribution Partner: _____

Distribution Quantity: _____

Distribution Start Date: _____

Distribution Completion Date: _____

Supporting Evidence / Reference: _____

Recorded by Smooth Day Solutions

Name: _____

Date: _____

SMOOTH DAY SOLUTIONS

Leaflet Advertising | Printing | Distribution

Email: _____

Telephone: _____

Website: _____

Business Address: _____