

## CONDITIONS OF ACCEPTANCE

### 1. INCORPORATION OF CONDITIONS

1.1 These conditions shall be incorporated into all agreements between Whistl (Doordrop Media) Limited, registered in England under number 613278 ("Whistl") and the Client in relation to the services provided by Whistl and shall supersede any previous trading practice between Whistl and the Client in relation to such services and shall override any conditions stipulated by the Client. No amendment to these conditions shall be effective unless previously agreed in writing by authorised representatives of the parties. Except for those provided in these conditions (or in the Distribution Contract or Print Supply Agreement (where applicable)), all representations, warranties or undertakings and all other terms and conditions (express or implied) are hereby excluded to the fullest extent permitted by law.

### 2. FORMATION OF CONTRACT

2.1 The Client's acceptance of Whistl's quotation does not create a contract between Whistl and the Client but shall be deemed to be an offer to enter into the contract upon these conditions. A contract does not arise until either Whistl have accepted the Client's order in writing or (if earlier) have started to perform the contract, whereupon the Client will be deemed to have accepted these conditions.

### 3. WHISTL'S OBLIGATIONS

3.1 Whistl agrees to use its reasonable endeavours to distribute the items as specified according to the agreed schedule.

3.2 Unless otherwise agreed, one item will be delivered per letterbox, except where there is evidence of more than one family in a house when one item will be delivered for each family (up to a maximum of four families). No distribution will be made to commercial property. Where deliveries are made by Whistl's own contractors, items will be delivered to letterboxes irrespective of any notices which state that deliveries should not be made and whether or not the homeowner or occupier is a member of any mail opt-out scheme or similar scheme.

3.3 A tolerance of 5% under or over the estimated total to be distributed is allowed within the agreed cost. If the overall total actually distributed falls short by more than 5% of the estimated total, a credit may be allowed to the Client at the contract rate per thousand unless the shortfall is caused by the Client failing to deliver sufficient goods of materials for distribution or delivering sufficient goods or materials late.

3.4 Whistl reserves the right to refuse to distribute to properties where, in its absolute discretion, it considers it would be unsafe or undesirable so to do. Distribution figures are estimates only and shall not be of the essence of the contract. Whistl Whistl will make all reasonable efforts to distribute to the total number of households in the estimated distribution figure, this figure does not imply 100% coverage of all households in the contracted area.

3.5 Where Whistl acts as agent of the Client when purchasing services from Royal Mail Group Limited ("Royal Mail") or other postal provider, the Client shall have a direct contractual relationship with that company under which that company's terms and conditions as amended by Royal Mail from time to time ("**Door-to-Door Terms**") shall apply to distribution services (with the exception of clauses 10.6.1 & 10.6.2 of the Door-to-Door Terms), and the Client shall be responsible for compliance with such terms and conditions, including payment of any cancellation charges.

### 4. DELAYS

4.1 Any delays which may occur that originate with the Client or the Client's agents or contractors are the Client's responsibility and any extra expenses resulting from such delays will be charged in addition to the fixed price for the contract.

4.2 Whistl will do what is reasonable to achieve complete distribution within the agreed period of the distribution but it shall not be held responsible for any delay caused by weather or any other circumstances outside its own control (including, without limitation, a default, delay, non-performance or cancellation for any reason by any third party). If such a delay occurs Whistl will continue the distribution until the contracted coverage has been completed, unless the Client requires otherwise, in which case the Client will be responsible for the cost of storage, disposal, collection or return of all surplus material.

### 5. COMPLAINTS

5.1 Complaints concerning non-delivery or incorrect delivery must be made in writing to Whistl within 3 weeks of the alleged non-delivery or incorrect delivery. The complaints must include the addresses involved. Complaints received after this period will not be considered. A minimum of 10 addresses within a postcode sector must be supplied in order for Whistl to investigate non-delivery.

5.2 If any complaints after investigation prove to be unfounded then Whistl reserves the right to claim from the Client the costs and expenses involved in such investigation.

### 6. ITEMS FOR DISTRIBUTION

6.1 Unless otherwise stated the contract price is calculated on the basis of the distribution of a single item not exceeding A4 in size and not weighing more than 12kgs for 2,000 items (Packed gross weight.) and under 5mm in depth.

6.2 The Client shall provide Whistl with a PDF copy of the item for distribution prior to the commencement of the distribution. Providing such a copy shall not relieve the Client of any of its obligations under these conditions but failure to provide a copy may result in a doordrop being declined by Royal Mail. Whistl shall not be liable for any losses, costs, charges, fees or other liabilities which the Client or any third party suffers or incurs as a consequence of Royal Mail's decision.

6.3 If a distribution, or a distribution campaign, contains different versions of an item, it is the Customer's sole responsibility to check that each version of the item is scheduled for distribution to the correct locations.

### 7. ACCEPTANCE OF ITEMS

7.1 Whistl reserves the right to refuse to distribute any items without assigning any reason for doing so.

7.2 The Client shall fully and effectively indemnify Whistl in respect of any damages, losses, costs or expenses incurred by Whistl, or any claims, action or proceedings, threatened or actual against Whistl, arising from the nature of content of the items whether printed, designed or distributed by Whistl and whether such liability arises from a defect in design or breach of any third party's intellectual property rights or if the goods fail to comply in any way with any codes, restrictions, legislative obligations or voluntary codes of practice (examples including but not limited to

indecent or offensive material, material breaching ASA or other guidelines).

### 8. CANCELLATION

8.1 Clients order pursuant to clause 2 and the Client is obliged to pay the contract price in full (including any costs and charges incurred by Whistl) if

the Client cancels the order.

8.2 When Whistl is acting as an agent for the Royal Mail (or other postal provider), its terms and conditions governing cancellation apply.

### 9. PAYMENT OF INVOICES

9.1 Unless otherwise agreed in writing or incorporated within the special conditions of the Distribution Contract the contract price must be paid in full by credit or debit card without set off or deduction together with VAT at the prevailing rate, before Whistl commences distribution. Unless such payment is received Whistl shall have no obligation to carry out the distribution on behalf of the Client.

9.2 If Whistl (at its absolute discretion) does carry out the distribution without receiving payment in full, such payment shall be due immediately and interest shall be charged for late payment from the date of non-payment (after as well as before judgement) at a rate of 8% above the base rate for the time in force of Lloyds Bank Plc.

9.3 In the event that Whistl incurs charges including, without limitation, for non-payment, bounced cheques or returned direct debits, Whistl shall be entitled to recover the amount of such charges from the Client and to charge the Client an administration fee of £25 per occurrence, with such charges and administration fee being payable to Whistl by the Client within 7 days of the date of the invoice in respect of the same.

### 10. LIABILITY

10.1 Nothing in these conditions shall be interpreted as excluding or restricting any legal liability of Whistl for death or personal injury arising from its negligence.

10.2 Whistl shall not be liable for any claim for failure to deliver until such failure has been proven by the appropriate investigation.

10.3 Subject to condition 10.1, the parties agree that in view of the contract price agreed and on a fair apportionment of risk Whistl's liability under or in connection with these conditions, the Distribution Contract and the Print Supply Agreement whether in contract, tort (including negligence or breach of statutory duty), indemnity or otherwise is as follows:

10.3.1 Whistl shall have no liability for (i) any special, indirect or consequential damage of any nature whatsoever suffered by the Client whatever the cause of it, (ii) loss of profits, goodwill, data, business, contracts, revenues or anticipated savings or (iii) any increased costs or expenses;

10.3.2 Subject to condition 10.3.1, Whistl's aggregate liability shall not exceed the contract price (exclusive of any VAT) in respect of any occurrence or series of occurrences.

10.4 Whistl gives no warranty and accepts no liability in respect of the response rate to any distribution and no campaign developed as part of the Creative Services guarantees customer engagement, sales, enquiries or other responses or that the objective of the Creative Services will be achieved. In particular, the Client acknowledges that the address coverage provided by Whistl is not the same as and may be more limited than the coverage normally provided by the Royal Mail or other postal provider.

### 11. HANDLING OF SUPPLIES

11.1 Whistl may at its discretion, for an additional charge, accept responsibility for delivering items to the point of distribution subject to the Client complying with the following stipulations:

#### 11.1.1 Packing

Unless distribution is via the Royal Mail or via another postal provider, when its packing specifications apply, items must be securely parcelled in packages, weight not to exceed 12 kgs. Each package to contain a maximum of 2,000 items, bundled in 250s. If 2,000 items plus packaging would weigh more than 12 kgs or exceeds 1.5 cu ft (0.0405 cu m) the number of items per parcel is to be agreed with Whistl.

#### 11.1.2 Deliveries

Items must be delivered to Whistl's nominated depots, on Euro pallets, or equivalent, 48"x40" (1.2m x 1m) with a maximum gross height of 51" (1.3m) and weight not exceeding 1000 kgs, as set out in the agreed delivery instructions. Delivery of supplies after this time will incur additional delivery charges or full payment for distribution cost booked but not completed due to non-arrival of supplies.

#### 11.1.3 Security

Whistl will provide code labels or templates to be affixed by the Printer / Packer on each parcel of supplies. To preserve security no other label, except for leaflet code or serial number identification should be attached.

### 12. INCREASED CHARGES

12.1 If between the date of the Distribution Contract and the completion of distribution by Whistl the cost to Whistl of supplying the service necessary to fulfil its obligations increases as a result of:

12.1.1 the imposition of or liability to pay any Government taxation (whether direct or indirect taxation) under existing or future legislation which is not recovered in full from the Customer, or

12.1.2 the increase of any Employer's contribution, in respect of his Employee's State Security Benefits, or

12.1.3 Whistl's compliance with governmental regulations relating to such matters as minimum wage, working time (including provision of paid holiday), or

12.1.4 the imposition of any other Governmental charge payable directly or indirectly by Whistl, or

12.1.5 an increase in the costs of delivery, petrol or transport, then Whistl shall be entitled, by written notice, to require that all such increases will be borne by the Client and the contract price will be increased accordingly.

### 13. LAW & JURISDICTION

13.1 The Distribution Contract is made under English law and the parties submit to the jurisdiction of the English courts.

### 14. PRINT SERVICES

Where the parties have agreed that Whistl will provide print services to the Client, those

services will be provided under the terms of a separate print supply agreement (Print Supply Agreement") which is supplemental to these conditions. In the event of a conflict or inconsistency between these conditions and the print supply agreement, (i) in relation to the provision of distribution services, these conditions will prevail, and (ii) in relation to the provision of print services, the terms of the print supply agreement will prevail.

#### 15. DOOR-TO-DOOR INFORMATION

15.1 From 29 March 2021 the Client agrees that Whistl's charges are inclusive of the JIC Mail Levy. The Client acknowledges that Whistl are providing a collection service for the JIC Mail Levy only. As the JIC Mail Levy is voluntary, if the Client wants to be refunded for the levy paid, the Client can make a quarterly or annual claim to JIC Mail at The Treasurer, JICMAIL Limited, DMA House, 70 Margaret Street, London W1W 8SS.

15.2 The JIC Mail Levy is subject to the JIC Mail Levy Cap. Any amounts paid by the Client in excess of the JIC Mail Levy Cap will be refundable by JIC Mail and Whistl shall not be liable to the Client in respect of any amounts paid in excess of the JIC Mail Levy Cap.

15.3 Royal Mail wish to use Door to Door Information for the purpose of assessing its circulation and to create know how that enables advertisers to benchmark their investment in Door to Door Information against other media. Royal Mail wish to share Industry Input Data with JIC Mail and permit JIC Mail to share the Industry Input Data with the Independent Marketing Specialists for the purpose of creating reports for the industry.

15.4 The Client may opt out of such use of Door to Door Information and sharing of Industry Input Data (the "**Data Opt Out**") by notifying Whistl by email (an "**Opt Out Email**"). It is the Client's responsibility to ensure that the Opt Out Email is received no later than 10 days prior to the start of the distribution. If the Opt Out Email is not received by that date, then the Client's consent to the use and sharing as described in this clause is deemed to be given and Whistl shall have no liability to the Client in respect of such use or sharing. If the Client wishes to exercise the Data Opt Out, then it will send an Opt Out Email for each of the bookings for which it wishes to opt out. We each agree that, if a Data Opt Out is not received, the Door to Door Information and Industry Input Data are not confidential information.

15.5 Words which are capitalised in this clause 15 are defined in the Door-to-Door Terms.

#### 16 TARGETING SERVICE

16.1 Where Whistl provides services to analyse postcode level data ("Data") for the purpose of targeting certain geographical areas with door-to-door distributions ("Targeting Service"), the following additional terms apply.

16.2 The Client grants to Whistl a royalty-free, non-exclusive, licence to use the Data solely to carry out the Targeting Service.

16.3 All intellectual property rights and all other rights in the Data will remain owned by the Client or its licensors (as applicable).

16.4 The Client shall:

16.4.1 provide the Data in a format agreed between the parties;

16.4.2 ensure that the Data provided to Whistl does not contain any Personal Data (as defined in the Data Protection Act 2018) and that it does not send any Personal Data to Whistl with the data or otherwise;

16.4.3 ensure that it has obtained, and will maintain, all permissions, licences, approvals and consents necessary for both parties to perform their obligations in connection with the Targeting Service;

16.4.4 ensure that the Data and the transfer of the Data does not contain any disabling programs or devices and does not contain any viruses, trojan horses, worms or other computer programming routines that may damage or detrimentally interfere with your systems.

16.5 Whistl shall:

16.5.1 only use the Data solely for the provision of the Targeting Service;

16.5.2 keep the Data secure and confidential and not allow any third party to access the Data without our prior written consent;

16.5.3 (subject to the Client's compliance with condition 16.4.3) not use the Data in any way that will infringe the intellectual property rights of any third party.

#### 17. CREATIVE SERVICES

17.1 Where Whistl provides Creative Services (as defined in the contract), (i) Whistl will use reasonable efforts to deliver them using reasonable skill and care and to complete them in the time period specified in this contract. However time shall not be of the essence for the completion of the Creative Services.

17.2 The Client will promptly provide (i) all information, text, graphics, photos, designs, content and materials for use in the provision of the Creative Services ("Customer Materials"), (ii) all other information or assistance reasonably required by Whistl to provide the Creative Services (including, without limitation) access to any tools and platforms, Client assets and to personnel who are empowered to answer questions on behalf of the Client.

17.3 The Client warrants that (i) all information (including, without limitation, the Customer Materials) provided to Whistl is accurate, (ii) it has obtained all rights, licenses and permissions in connection with the Customer Materials to enable Whistl to use them to perform the Creative Services, (iii) none of the information provided (including, without limitation the Customer Materials) will infringe any intellectual property rights of any person and (iv) that it has checked the proposed scope of the Creative Services and that they meet the Client's requirements.

17.4 Any changes to any element of the Creative Services must be agreed in writing between the parties. The Parties acknowledge and agree that anything not expressly set out in this contract is not within the scope of the Creative Services.

17.5 In relation to the Deliverables, Whistl and its licensors shall retain ownership of all intellectual property rights in the Deliverables, excluding the Customer Materials. Subject to payment in full of all invoices, Whistl grants the Client a fully paid-up, non-exclusive, licence to use and copy the Deliverables (excluding the Customer Materials) for the purpose of receiving and using the Deliverables in its business. The Client shall not sub-license, assign or otherwise transfer the rights granted in this clause any third party without the prior written agreement of

Whistl.

17.6 The Client agrees that Whistl (and its subcontractors) may use any non-confidential details of the Creative Services for the purposes of case studies, publications and/or other promotional purposes. The Client hereby permits Whistl and its subcontractors to publish the name and standard logo of the Client for such purposes.