



findlay direct marketing

FINDLAY MEDIA LTD - DIRECT MAIL RENTAL TERMS AND CONDITIONS OF BUSINESS

- 1 All list quantities are approximate amounts. Final invoiced quantities are subject to change dependant on the actual quantities mailed and services supplied. We reserve the right to charge for such extras without prior notification providing the additional charges do not amount to more than 15% of the original estimate
- 2 Postage pre-payment may be required before the mailing can be despatched. Postage will be charge as detailed on the postal dockets applicable to the mailing irrespective of any quotation, estimate or inferred amount that may have been submitted verbally or in writing. Findlay Media Ltd reserve the right to request pre-payment of postage prior to the despatch of any mailing.
- 3 List Rental is for one time use only unless specifically agreed in writing by Findlay Media Ltd and the client. List may not be duplicated, photocopied, disclosed, retained, in any form of retrieval systems, resold, let, leased or reused in any form. Findlay Media Ltd do not supply lists to renting or broking companies unless such a company has made a special arrangement in writing signed by a Director of Findlay Media Ltd. Lists are generally supplied via email, CD, self-adhesive labels, or ready addressed envelopes. Delivery charges will be made at market rates.
- 4 Lists will only be sent to mailing houses that have been recognised and approved by Findlay Media Ltd and the client. Lists will not be despatched direct to clients, their agents or any other third party unless so recognised. Labels are supplied specifically for the purpose of labelling packages that will be despatched to the addressee.
- 5 All lists are seeded with decoy names. Any unauthorised use will result in legal action being taken irrespective of the degree of misuse.
- 6 A sample mailing must be submitted to Findlay Media for approval prior to the release of our list. As a matter of course lists will not be released to companies promoting competitive products, or services. Findlay Media Ltd reserves the right to reject such applications and any others which they consider to be contrary to the company's interest on any grounds they deem appropriate.
- 7 Findlay Media Ltd is not responsible irrespective of cause for any results obtained from mailings conducted to its mailing lists. Findlay Media shall not be held liable for any loss or damage including consequential loss caused through the use of its lists.
- 8 Where names remain unused after a period of thirty days and no extension has been mutually agreed, we reserve the right to revoke permission to have such list names used and the list shall be returned forthwith to Findlay Media Ltd by registered post or via the services of an approved registered courier.
- 10 Mailing shall normally be despatched within 14 days from receipt of all materials. Findlay Media Ltd cannot be held financially responsible for delays or the consequences of such delays howsoever caused.
- 11 Neither Findlay Media Ltd, nor its designated mailing houses shall be held responsible for shortages of mailing materials unless such materials are signed, sealed and numbered in numerical sequence. In the event of a shortage of materials supplied by the client, the client shall not be entitled to a reimbursement of List Rental or Service Charges.
- 12 Where the client has supplied an excess of mailing materials we reserve the right to dispose of all such materials after 30 days unless we have received written instructions to the contrary. In the event of the client wishing us to store such materials an appropriate charge will be made. Should these additional materials be despatched with the mailing then appropriate adjustments to the list rental charges, other fulfilment costs and postage shall be made.
- 13 In the event of cancellation, charges are dependant on services supplied. If a selection has been done then the minimum service charge will be applied. Additional charges shall be levied if labels or computer media have been processed, special selections run or any elements of the fulfilment process partially completed.
- 14 Placement of an order is in itself acceptance of these terms and conditions unless otherwise agreed in writing.



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