



# TRADE

## POSTCODE ADVERTISING TERMS OF BUSINESS

New Horizons (NH) is a trading name of New Horizons Advertising Agency Ltd of 16 Macon Court, Herald Drive, Crewe, Cheshire CW1 6EA. These Terms set out the basis on which you (the Client) use our (New Horizons) postcode advertising service.

By using our service it is implied that you agree to be bound by these Terms. If you do not agree to these Terms, you should not use our service. New Horizons provides the service on a month-by-month basis and reserves the right to alter these Terms from time to time without notice and each month you use our service the Terms which prevail are those which are posted on our website at [www.newhorizons.co.uk/postcode/terms](http://www.newhorizons.co.uk/postcode/terms). A printout of the current Terms are available on request at any time.

If any of these Terms shall be judged by a court or administrative authority of competent jurisdiction to be invalid or unenforceable, then that provision shall be severed and it shall not affect the remaining provisions which shall remain in full force and effect.

### Payment

Unless stated otherwise, we must receive your payment before we can book your advertising. This may mean arranging your advertising a few days early to allow time for a cheque to clear or, if booked close to a deadline, making payment by credit or debit card by telephone. A seven-day invoice may be issued under certain circumstances, if we have your card details on file as security.

### Verbal Orders And Cancellations

Orders may be confirmed on a verbal-only basis. Calls may be monitored or recorded for verification or training purposes. Cancellations may be made at any time during a booking - please give as much notice as possible. A cancellation charge will be made of 30% of the cost of any unused remainder of the booking. Calculations for refunds are based on the "Ratecard" or undiscounted price. If you cancel within one week after any publication of any given Opportunity Report, the following month's advertising will be cancelled completely and not chargeable. If you cancel after one week but before the following Opportunity Report is actually printed, 50% cancellation charge will be made. If cancellation occurs after the Report has been printed, payment is due in full, regardless of whether the information is used or not, and regardless of the reason for cancellation.

### Frequency of Service

For simplicity we sometimes state that Postcode Advertising is a "monthly" service. To be exact, we wait until we have gathered 1,000 enquiries between issues and we maintain a level of advertising in an attempt to gather 1,000 enquiries about every month in a cost-effective manner. However sometimes it may take longer than one month to generate 1,000 enquiries (e.g. holiday periods, advertisements failing to appear in the press etc). If you book for 3, 6 or 12 "months" it means that your advertisement will run for 3, 6 or 12 "issues" and in practice we will deliver approximately 10 issues over a 12-month period and therefore a 6-month booking may take approximately 7 months to deliver and a 12-month booking may take approximately 14-15 months to deliver.

### Insertion, Position And Reproduction

The exact release date of each issue is not known long in advance (see Frequency of Service above) and for this reason if you want to place a worded description we recommend you supply this immediately following your booking. If we do not receive this in time, your entry will appear in "questionnaire" format containing your contact details but with no description. We make every effort to operate a reliable and accurate service and your description if provided should appear in accordance with your instructions. If not, a future insert date will be arranged or payment refunded at our

discretion, less any design fees as appropriate. No liability is accepted for the consequences of either non-appearance or any errors or omissions. If we make a mistake within the content of your description we may at our discretion offer a concession or refund in accordance with the severity of the error and how much our opinion it is likely in to have affected your response. If time allows, a proof of your advertising copy will be sent and it is the Client's responsibility to check it carefully and point out any errors or omissions in advance. In the event that the Client has approved a proof copy of the advertisement prior to publication, no liability is accepted for any errors which are present in the proof. Exact page position within the Report cannot be specified. Sometimes premium position may be available at additional cost. The appearance and size of the advertisement may be different on the printed page when reproduced in the Opportunity Report. Please ask for a proof if exact layout is important to you.

### Size and Content of Advertisement

Your optional advertisement must comply with standard ASA CAP Code: i.e. in short it must be legal, decent, honest and truthful. The maximum size of your advertisement is 80mmH x 157mmW when your text is formatted by our database. As a very rough guide this is 150 words of medium-sized text although short paragraphs (e.g. bulleted lists) will reduce this. We reserve the right to edit long descriptions to fit the space allowed. We strongly recommend eliminating rambling unnecessary text and keep your description short and to the point - i.e. 30 words or less!

### Using The Service

Only one person may represent any given business opportunity in any given postcode area in any given month. A person may not promote a different business to the leads on their Activity Reports from the one they have told us they are promoting in any particular area unless one or more of the leads have officially joined the business you have registered with us and a clear period of one calendar month has elapsed.

If a person is actively involved in more than one business then he/she may choose either to book the same areas in each additional business at 50% rate or to book different areas for the different businesses at the standard rate.

If a person is promoting a different business from the one which they have registered we will:

1. Issue a written request for them to desist from so doing
2. If this is ignored, service will be terminated with no refund
3. If the person still continues to approach the leads with a different opportunity after steps 1. and 2. above, legal action may be taken to obtain an injunction against you and recover costs.
4. We will take whatever steps are necessary to recover any other costs and losses incurred as a result, e.g. reimbursing other customers who have been affected by your activities.

### Making Contact

We place no restrictions on how or when the leads on Activity Reports may be contacted within 90 days of the issue date of the Activity Report. After 90 days the lease to use the data expires and contact may not be made with any leads on the Report unless they have already responded to you in person.

### Reserving And Re-Booking Areas

Reserved areas will be held for 2 working days. This is intended to account for delayed paperwork travelling by post. After the reservation has expired the areas will be offered to the next person in line. It is possible to reserve areas well in advance of them being

available upon receipt of a completed Advance Booking form. Card details are required at the time of reservation and we will notify you as soon as your booking becomes active.

You automatically have first option to renew your booking when it expires, unless previously stated to the contrary, or unless the rate you have paid is lower than our Ratecard less any standard 15% renewal discount. Your automatic right to renew the booking runs out one week after the publication of the last Opportunity Report for which you have paid.

### Classified Advertising

Classified advertising may be accepted to run within the Opportunity Reports. Classified advertising is not area specific and the section will be the same throughout the whole of the UK. Activity Reports are not issued to Classified clients. Respondents to Classified ads may not be approached with a proposition different from the one which was advertised.

### Quantities of Respondents

We guarantee that each time we issue a report there will be 1,000 or more respondents throughout the UK sourced directly from our own advertising. We do not know in advance how many people will respond from each postcode area, therefore we cannot predict how many respondents your advertisement will be circulated to when you hold a smaller group of areas. However we guarantee that the average over all the areas you hold will be six or more, otherwise we will extend your booking of one or more of your areas as necessary at our discretion until your average is at least six. Please note that for the purpose of calculating totals, Grouped areas count as one area (see the Postcode Area Guide for details).

### Late Payments

As a small company with limited finance, our ability to provide a good service relies on being paid promptly. "Payment With Order" terms help us to maintain the lowest rates by minimising resources spent chasing late payments. ALL ADVERTISING is booked only on the understanding that if for ANY REASON payment is more than two weeks overdue, a 10% or £30 (whichever is greater) finance charge will be added and any discount from the Ratecard price will be withdrawn. If a 7-day invoice has been issued based on Card Security, the card will be debited for the full amount plus service charge if payment has not arrived within 7 days. Unpaid cheques incur a £30 charge. Customers are advised to use Recorded Delivery for postal payments, or call to confirm receipt. We reserve the right to make reasonable charges for correspondence, telephone calls and administration time relating to overdue accounts.

### Credit

It is a company policy not to expose ourselves to financial risk. We do not give unsecured credit. Please do not ask since refusal often offends.

### Standard Agency Rate

At the time of writing our standard agency rate is £30+vat per hour subject to a minimum charge of £15+vat to cover up to the first half hour, thereafter in 10 minute increments of £5.

I AGREE TO BE BOUND BY THE ABOVE TERMS OF BUSINESS. I ACCEPT THAT THESE TERMS ARE SUBJECT TO CHANGE AND THOSE WHICH APPLY EACH MONTH ARE THOSE WHICH ARE PUBLISHED ON THE NH WEBSITE AT THE TIME:

SIGNED..... DATE.....