

Valley Bulletins Limited
Terms and Conditions of Sale of Advertising Space

1. Definitions

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

“Advertisement”	means any page or part thereof containing graphics or text put forward by the Advertiser to be printed or substituted on a page or separately inserted into a Bulletin;
“Advertiser”	means an advertising agency where an advertising agency is used or any person, partnership or company and/or its agent placing bookings for the insertion of an Advertisement;
“Advertising Copy”	means advertising text, content or graphics intended for reproduction by the Company as an Advertisement;
“Advertising Rate”	means the prices charged by the Company from time to time;
“Advertising Space”	means advertising space available on a Bulletin booked by the Advertiser pursuant to these Terms;
“Artwork”	means artwork and photographs prepared by the Company at the request of the Advertiser to be incorporated into an Advertisement
“Bulletin”	means any bulletin published by the Company;
“Company”	means Valley Bulletins Limited a company registered in England and Wales with registration number 621114 whose registered office is at 23 Lichfield Road, Dewsbury, WF12 7NA;
“Contract”	means any agreement for the sale and purchase of Advertising Space or Artwork which is entered into between the Company and the Advertiser;

“Frequency Discount”	means the discount agreed by the Company in writing;
“Notice of Cancellation”	means the notice from the Advertiser either in writing to info@valleybulletins.com or cancellation via telephone on 07854 865655 informing the Company that the Advertiser wishes to cancel the Contract or any part thereof;
“Order Confirmation”	means confirmation by the Company orally or in writing (by post or e-mail) that your booking has been accepted;
“Production Deadline”	means the dates specified by the Company for advert booking and advert artwork;
“Terms”	means these terms and conditions;
“Working Day”	means each day excluding Saturdays, Sundays and English bank and other public holidays.

1.2 In these Terms

- 1.2.1** words in the singular include the plural meaning and words in the plural include the singular meaning; use of any gender includes the other genders;
- 1.2.2** headings are for reference only and do not affect the meaning or interpretation of these Terms;
- 1.2.3** references to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulation, code of practice or statutory order; and
- 1.2.4** any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

2. Basis of Contract

- 2.1** These Terms shall apply to the sale by the Company of all Advertising Space and Artwork purchased by the Advertiser via the telephone, post, or e-mail and these Terms shall govern each Contract to the exclusion of any other terms and conditions introduced or submitted by the Advertiser.

- 2.2** When an Advertiser places a booking for Advertising Space or Artwork in the Company's Bulletin orally, over the telephone or sending a booking form by post or by e-mail this will constitute an offer.

- 2.3** Acceptance of a booking and the completion of the Contract shall take place on the date of the Company's Order Confirmation and will be subject to these Terms.

3. Acceptance of Advertisement

- 3.1** Advertisements are accepted subject to the following conditions:
 - 3.1.1** The Advertising Copy must be received by the Company no later than 5 Working Days prior to the relevant Production Deadline and the Advertiser shall supply the Advertising Copy in such forms as the Company shall specify;

 - 3.1.2** Approval of Advertising Copy shall not in any way prejudice the Company's right to reject the Advertising Copy;

 - 3.1.3** Advertising Space being available; and

 - 3.1.4** The Company has at its absolute discretion the right to position the Advertisement on any page and in any place on that page in the Bulletin and if appropriate, the Company will refund any difference in price if the Advertiser's preferred position or page is not acceptable to the Company.

- 3.2** The Company has at its absolute discretion the right to omit, suspend or change the position of any Advertisement accepted including but not limited to the following reasons:
 - 3.2.1** To comply with legal or moral obligations placed on the Company or any Advertiser;

- 4.1.3** The Advertisement does not contain any material that shall breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Company liable to any claims or proceedings whatsoever;
- 4.1.4** In respect of any Advertisement submitted which contains the name or pictorial representation (photographic or otherwise) of any living person and / or any part of any living person and / or copy by which any living person is or can be identified, the Advertiser has obtained any authority of such living person to make use of such name, representation and / or copy;
- 4.1.5** The Advertisement submitted is not obscene or libellous; and
- 4.1.6** The Advertisement and any information submitted must be legal, decent, honest and truthful and comply with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority;
- 4.2** The Advertiser agrees to indemnify the Company and keep it indemnified against all claims, costs, proceedings, demands, losses, damages or expenses whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law or as a result of the publication of the Advertisement.

5. Payment

- 5.1** The Company will invoice the Advertiser at the agreed Advertising Rate. Invoices will be due and payable within 14 days of the date of the invoice.
- 5.2** Subject to clause 5.3 below, the Advertising Rate to be paid by the Advertiser is the rate stated by the Company subject to any discounts agreed in writing by the Company. The Company reserves the right to change the Advertising Rate at anytime on one month's notice.
- 5.3** In the event that the Company discovers an error in the price of the Advertising Space booked by the Advertiser, the Company shall notify the Advertiser as soon as possible providing the Advertiser the option of either reconfirming the booking at the correct price or canceling the booking. If the Company is unable to contact the Advertiser for the purposes of this clause 5.3, the booking shall be deemed cancelled and

where the Advertiser has already made payment for the Advertising Space this shall be refunded in full.

- 5.4** In the event that payment is not made by the due date in accordance with clause 5.1 above (in respect of which time shall be of the essence) the Company reserves the right to charge interest on the amount outstanding at a rate of 2% above the base rate of HSBC Bank plc accruing daily and shall refuse to publish any future Advertisement that may have been agreed.

6. Contract Cancellation

- 6.1** The Advertiser may cancel a Contract or any part thereof at any time up to 10 Working Days prior to the Production Deadline. The Advertiser must issue a Notice of Cancellation. Cancellations are subject to a cancellation fee equal to 50% of the price for the Advertisement.
- 6.2** No cancellation will be accepted within 10 Working Days of the Production Deadline the Company reserves the right to repeat previous accepted Advertising Copy if an Advertising Copy is not received by the Production Deadline and shall be paid by the Advertiser in full for the Advertising Space booked.
- 6.3** Any Frequency Discount granted by the Company to the Advertiser for multiple Advertisement insertions will apply only in the event that all the Advertisements contemplated are placed. In the event that the Advertiser cancels or does not include any multiple Advertisements, the Advertiser will lose the right to the Frequency Discount and will be charged at the usual rate.

7. Indemnity and Liability

- 7.1** Nothing in these Terms excludes or limits the liability of the Company for death or personal injury caused by the negligence of the Company or any other liability which may not otherwise be limited or excluded under applicable law.
- 7.2** Subject to clause 7.1 and notwithstanding this clause 7, the Company's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Advertiser for the Advertising Space in respect of one incident or series of incidents attributable to the same cause.

7.3 Subject to clause 7.2 above, the Company shall not be liable in contract, tort (including limitation negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms for any:

7.3.1 Economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or

7.3.2 Loss of goodwill or reputation; or

7.3.3 Special or indirect losses

suffered or incurred by that party arising out of or in connection with the provision of any matter under these Terms.

7.4 The Advertiser shall indemnify the Company against any claim, cost, loss, damage and/or expense that the Company may incur as a direct or indirect consequence of the Company publishing the Advertisement in accordance with the instructions of the Advertiser.

8. Copyright

8.1 The Advertiser hereby grants to the Company a worldwide licence to reproduce, display and copy the Advertisement in the Bulletin.

8.2 The copyright in the Artwork and all other material which the Company or its employees or agents have originated, contributed to or reworked shall vest in the Company and may not be used in whole or in part by the Advertiser without the prior written consent of the Company.

9. Miscellaneous Provisions

9.1 This Contract shall be governed by the laws of England and any dispute will be resolved exclusively in the courts of England.

9.2 The Company shall be under no liability for any delay or failure to deliver Advertising Space or otherwise perform any obligation as specified in these Terms if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control including but not limited to any industrial dispute or strike of the Royal Mail or printers that affects the delivery and printing of the Bulletin. In such events the Advertisement will be inserted (subject to space being available) in the next published Bulletin.

- 9.3** If any portion of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these Terms shall not be affected.
- 9.4** These Terms do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999).
- 9.5** No delay or failure by the Company to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of the Company.

August 2007