

Valley Bulletins Limited
Terms & Conditions for Subscribing to Website

1. Definitions

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

“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.
“Confidential Information”	means all business, technical, financial or other information created or exchanged between the parties pursuant to this Agreement;
“Contract”	means any agreement for subscribing to the VB Site which is entered into between the Company and the Subscriber;
“Dead Link”	means a link on the world wide web that points to a web page or server that is temporarily or permanently unavailable;
“Downtime”	means a period or a percentage of a time that the VB Site is offline or not functioning;
“HTML”	means hypertext mark-up language, being a set of codes that can be inserted into text files to indicate special type-faces, inserted images and links to other hypertext documents;
“hypertext link”	means a link embedded within a page using HTML permitting the user to access another point in the same or another page, which link triggers other pages to be displayed;
“Intellectual Property Rights”	means patents, rights in design, trade marks, trading, business or domain names and e-mail addresses, copyrights (including any

such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights of a similar or corresponding character that subsist now or in the future in any part of the world;

“Link”	means a hypertext link from the VB Site to the Subscriber Site;
“Subscriber”	means any person, partnership or company subscribing to the VB Site;
“Subscriber Site”	means the Subscriber's website on the world wide web;
“Subscriber Trade Marks”	means the Subscriber’s trade marks, names and logos;
“Subscription”	means the agreed payment made by the Subscriber to the Company;
“Terms”	means these terms and conditions;
“VB Site”	means the Company’s website on the world wide web at www.valleybulletins.com ;
“Visitor”	means any person accessing the Subscriber Site via the Link; and
“Website”	means pages or a related group of pages linked together using the hypertext transfer protocol ('http').

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 provision by the Company of its website to the Subscriber and these Terms shall govern each Contract to the exclusion of any other terms and conditions introduced or submitted by the Subscriber.
- 2.2 Acceptance by the Company of any offer by the Subscriber shall take place on the date of the Company’s receipt of the Subscription.

3. The Link

- 3.1 The Company shall provide and maintain the Link. The number, content, size, appearance and positioning of the Link on the VB Site shall be determined initially, and may from time to time be varied, by the Company in its absolute discretion.
- 3.2 The Company shall ensure that, upon using or accessing the Link, every Visitor is made aware that he is leaving the VB Site and entering the Subscriber Site.

4. Trade mark licence

The Subscriber grants the Company a world-wide, non-exclusive, royalty-free right and licence to use the Subscriber Trade Marks on the VB Site.

5. Payment

- 5.1 The Company will invoice the Subscriber for the Subscription at the agreed rate.

- 5.2** The Company reserves the right to change the rate of the Subscription at anytime on one month's notice.
- 5.3** In the event of any Subscription or any renewal thereof not being paid then the Company may terminate any Contract without notice.

6. Warranties

The Subscriber warrants that:

- 6.1** his entry into the Contract does not breach any other agreement to which he is a party;
- 6.2** the Subscriber Site complies with all applicable laws, government rules and regulations and industry codes including (without limitation) those with respect to data protection and advertising; and
- 6.3** he owns or has a right to use all Intellectual Property Rights in, and relating to, the Subscriber Site including (but not limited to) the Subscriber Trade Marks.

7. Indemnity

The Subscriber shall indemnify and hold the Company and its officers and employees harmless from and against all liabilities, losses, damages, costs and expenses in relation to any claims or actions brought against the Company (including, without limitation, any claim in contract or tort or for defamation, obscenity or breach of privacy) relating to or arising out of the Subscriber Site, including any breach by the Subscriber of these Terms or the Contract.

8. Confidentiality

- 8.1** During any Contract and for a period of 12 months after termination or expiration thereof for any reason, the following obligations shall apply to the party disclosing Confidential Information ('the Disclosing Party') to the other party ('the Receiving Party').
- 8.2** Subject to clause 8.3, the Receiving Party:
 - 8.2.1** may not use any Confidential Information for any purpose other than the performance of his obligations under the Contract;

8.2.2 may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party; and

8.2.3 shall make every effort to prevent the use or disclosure of the Confidential Information.

8.3 The obligations of confidence referred to in the provisions of this clause shall not apply to any Confidential Information that:

8.3.1 is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party;

8.3.2 is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

8.3.3 is required to be disclosed by any applicable law or regulation; or

8.3.4 is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the other party to the Contract in respect of it and who imposes no obligations of confidence upon the Receiving Party.

8.4 Without prejudice to any other rights or remedies which the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which he may be entitled.

8.5 The obligations of the parties under the provisions of this clause shall survive the expiry or the termination of the Contract for whatever reason.

9. Liability

9.1 Notwithstanding any other provision in these Terms, each party's liability to the other for death or injury resulting from his own negligence or that of his employees, agents or sub-contractors shall not be limited.

9.2 The Company's entire liability to the other in respect of any breach of contractual obligations, breach of warranty, representation, statement or tortious act or omission including negligence arising under or in

connection with the Contract shall be limited to the amount of the Subscription paid in any 12 month period.

- 9.3** Neither party shall be liable to the other for any indirect or consequential loss the other may suffer even if the loss is reasonably foreseeable or the possibility of such loss occurring has been advised.

10. Term

Each Contract shall have the term of 6 or 12 months from receipt of the Subscription. The Contract may be extended for successive 6 or 12 month periods on these Terms upon mutual acceptance by the parties in writing to be made no later than one month prior to the expiry of the Contract.

11. Termination

- 11.1** A party ('the Initiating Party') may terminate the Contract with immediate effect by written notice to the other party ('the Breaching Party') on or at any time after the occurrence of an event specified in clause 11.2.
- 11.2** The events are:
- 11.2.1** the Breaching Party committing a material breach of the Contract and failing to remedy the breach within 30 days starting on the day after receipt of notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach;
 - 11.2.2** the Breaching Party passing a resolution for winding up, a court of competent jurisdiction making an order for the Breaching Party's winding up or the presentation of a petition for the Breaching Party's winding up that is not dismissed within seven days (other than, in each case, for the purposes of solvent amalgamation or reconstruction in such manner that the entity resulting from the amalgamation or reconstruction effectively agrees to be bound by or assume the Breaching Party's obligations under this Contract);
 - 11.2.3** the making of an administration order in relation to the Breaching Party or the appointment of a receiver over or an

encumbrancer taking possession of or selling an asset of the Breaching Party;

11.2.4 the Breaching Party making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally.

11.3 An act or omission by a person who controls, is under common control with, or is controlled by a party that would be a breach of the Contract if it were an act or omission of the party shall be deemed to be a breach of the Contract by that party.

11.4 On termination each party shall immediately remove any reference to the other from its website (including, without limitation, removal of all links) and as soon as reasonably possible remove any reference to the other party from any promotional or other published material or destroy all such materials containing any reference to the other party (including any trade marks of the other party).

11.5 Termination of the Contract for whatever reason shall not affect either:

11.5.1 the accrued rights and liabilities of the parties arising in any way out of the Contract as at the date of termination and in particular but without limitation the right to recover damages against the other; or

11.5.2 all provisions expressed to survive the Contract, which shall remain in full force and effect.

12. Assignment

The Company may at any time assign, transfer, sub-contract, declare a trust of or in any other manner make over to any third party the benefit or burden of any Contract. The Subscriber shall not assign, transfer, sub-contract, declare a trust of or in any other manner make over to any third party the benefit or burden of any Contract without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed.

13. Miscellaneous Provisions

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

- 13.2** The Company shall be under no liability for any delay or failure to 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, strike, Dead Link or Downtime.
- 13.3** 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.
- 13.4** 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).
- 13.5** 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.