

Terms & Conditions

Definitions

The following terms will have the following meanings:-

• "Advertisement" means the Copy published in The Clerk

"Booking" – the booking by the Client of an Advertisement in The Clerk (the professional journal of the Society of Local Council Clerks) as detailed in the Booking Form. The Clerk is published by SLCC Enterprises Limited on behalf of the SLCC.

• "Client" – the client identified above.

• "Content" – words, pictures and data submitted by the Client to Us.

• "Copy" – the combination of text, graphics and imagery produced by Us to be used in a Publication to reflect the goods or services the Client wishes to promote.

• "Copy Deadline" – the deadline in the Booking Form for the approval of Copy by the Client.

• "Cost" – the cost of the Advertisement as specified in the Booking Form.

• "Customer" – a person who purchases goods or services from the Client.

• "DPA" – the Data Protection Act 1998 and all re-enactments thereof and amendments thereto from time to time.

• "DSR" – the Consumer Protection (Distance Selling) Regulations 2000 and all re-enactments thereof and amendments thereto from time to time.

• "Intellectual Property Rights" – all copyrights, patents, database rights, registered and unregistered design rights, topography rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world.

• "Payment Deadline" – the deadline for payment for an Advertisement specified in the Advertisement Booking Form.

• "Booking Form" – the form above.

• "Publication Date" – the date when the Advertisement is to appear in The Clerk.

• "Us"/"We" – SLCC Enterprises Ltd (Co. Regn. No. ----) whose registered office is 8 The Crescent, Taunton, Somerset TA1 4EA.

Content Requirements:

1. The Content which the Client submits to Us in relation to its Booking must be genuine and accurate and the Client

hereby warrants that it owns all Intellectual Property Rights therein or is licensed by a third party to provide the Content for use in the Publication and indemnifies and holds Us harmless in respect thereof.

2. The Client warrants to Us that:-

- All pricing and related costs (including postage and returns) details in the Content will be accurate and that all relevant costs will be brought to the attention of potential Customers prior to purchase and that there will be no hidden costs;

- it will comply at all times with the DSR, the DPA and all other applicable UK and foreign laws, regulations, industry codes of practice and other applicable codes;

- the Content will not contain or constitute any defamation, untruth, inaccurate or misleading statement, be abusive, obscene or menacing or infringe the rights of any person or confer on such person a right of action for damages;

- The Content will not be of such a nature as to lead to the imposition of a fine or penalty.

3. The Client must approve all Copy prior to the Copy Deadline (as defined above). If all Copy is not approved by this point, We have the right to publish such Copy without the Client's approval or to substitute alternative Copy. In such event, the nature and content of the substitute Copy will be entirely at our discretion. If a substitution of Copy is deemed appropriate by Us or the Publication, the Client will remain liable for the full cost of the Product.

4. We reserve the right to update and amend Copy without the prior approval of the Client. We will use our reasonable endeavours to get the Client's approval to any such changes prior to the Publication Date; however, this cannot be guaranteed.

5. Pictures must be submitted as a high-resolution PDF. We reserve the right to make the final decision as to which picture(s) to use.

6. The Client indemnifies Us and holds Us harmless in respect of the direct or indirect consequences of any breach by it of these terms and conditions.

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Payment:

- Payment is required for each Advertisement by the corresponding Payment Deadline.
- 7. If the Client fails to pay any sum due by the corresponding Payment Deadline, We will be entitled to charge interest on a daily basis on all overdue amounts and on outstanding interest from the date of such failure until payment (both before and after judgment) at an annual rate 8% above the base rate for the time being in force of Barclays Bank plc.
- 8. Time of payment is of the essence.
- 9. We reserve the rights to use external debt collection agencies for any outstanding payments. We are entitled to recover from the Client the costs associated with the collection of the debt.
- 10. We reserve the right to terminate any Bookings in the event of moneys being overdue or late payment.

Cancellation by Client:

- 11. Notice of cancellation must be provided in writing to Wayne German, wayne.german@slcc.co.uk or by email to advertising@slcc.co.uk.
- 12. Notice shall be deemed effective as follows:-
 - on dispatch by Us of an email to the Client confirming receipt of cancellation notice; 2 working days after the Client has sent a recorded delivery notice to Us at the address set out herein (proof may be required).
 - If notice of cancellation is received at least 4 weeks prior to the Copy Deadline, no charge will be made (or a full refund granted if payment has already been made).
- 13. If notice of cancellation is received after such deadlines, We will use our reasonable endeavours to sell the space to another client. If We are unable to recoup all or any part of the Cost, the Client will be required to pay the outstanding balance within 7 days of the date of a notice so to do from Us. Such notice can be sent by email to the Client.

Cancellation by Us:

- 14. At our discretion We may cancel any Booking at any time and in such event We will make a refund of the Cost (to the extent already paid by the Client) in full and final settlement of any claim that the

Client might have in respect thereof but shall not be liable to the Client for the direct or indirect consequences of such cancellation.

Changes of Publication Dates by Us:

- 15. At our discretion We may change Publication Dates for any Booking at any time and in such event We will endeavour to communicate the change to the Client at the earliest possible opportunity.

Advertisement Performance:

- 16. We cannot provide guarantees on the level of response the Client will receive in respect of any Advertisement.

Other Client Obligations

- 17. The Client is responsible for ensuring that any product or service promoted is (as appropriate):
 - of a satisfactory quality, fit for the purpose, free from defects and in accordance with relevant British and foreign standards;
 - in compliance with and (as appropriate) manufactured in accordance with all applicable laws and regulations of the United Kingdom and other countries where such product or service may be advertised or sold.
- 18. The Client is responsible for ensuring that it has sufficient right, title and interest to import, market, promote, distribute and sell its products in the United Kingdom and to make use of the Intellectual Property which exists in or is directly associated with the products and all related Advertisement Copy;
- 19. The Client is responsible for ensuring it maintains insurance with reputable insurers and that such policy or policies of insurance cover their obligations.
- 20. The Client will ensure that all Suppliers' Products shall be supplied to Customers with full title guarantee free of any encumbrances.

Limitation of Liability

- 21. We are not liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by the Client or liability of the Client to any third party arising in any way in connection herewith whether or not such loss has been discussed by the parties at any time prior to the Publication Date or for any costs or expenses arising from such damage or loss.