

## Terms and Conditions of Sale

### 1. Introduction

- 1.1 These terms and conditions shall govern the sale of advertising space within our printed publications and on our website.
- 1.2 You warrant and represent to us that you contract with us under these terms and conditions exclusively in the course of a business and not as a consumer.

### 2. Interpretation

- 2.1 In these terms and conditions:
  - (a) "we" means Regional Publications Ltd; and
  - (b) "you" means our customer or prospective customer, and "us", "our" and "your" should be construed accordingly.

### 3. Order process

- 3.1 You are agreeing to purchase advertising space for a 12 month period within one or more of our printed publications, digital publications (to be hosted on our website) and on our social media platforms.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To enter into a contract to purchase advertising space within our publications, the following steps must be taken: you agree to purchase advertising space within our publication(s) as discussed in an initial conversation with a member of our sales team be it via telephone, email or other method of communication. You must reply with the word 'confirmed' to the subsequent order confirmation email as sent by our sales team. Once we receive your reply the contract to purchase advertising space will come into force. You will then receive a follow up email with information on how to provide us with content to fulfil your order.

### 4. Payment

- 4.1 You must pay the price of the space that you order within 30 days of placing the order or within the time explicitly stated on your order confirmation email.
- 4.2 Payment may be made by credit/debit card or by bank transfer by calling our registered office on 01246 411 600 or by cheque posted to Regional Publications Ltd, Cliffehouse Business Centre, 61 Sheffield Road, Dronfield S18 2GF.
- 4.3 If you do not pay to us any amount properly due under or in connection with these terms and conditions in full and on time, we will issue a county court summons for non payment of the agreed contract whereby any court fees will also be payable upon any successful claim.

### 5. Deliveries

- 5.1 Our policies and procedures relating to the delivery of products are set out in this Section 5.
- 5.2 We will arrange for voucher copies to be delivered once the publication has been printed.
- 5.3 We can not guarantee date of delivery due to various factors, including but not limited to, late submission of content, production issues, postal strikes, poor weather etc.

### 6. Warranties and representations

- 6.1 You warrant and represent to us that:
  - (a) you are legally capable of entering into binding contracts;
  - (b) you have full authority, power and capacity to agree to these terms and conditions;
  - (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
  - (d) you will be able to take delivery of the products in accordance with these terms and conditions and our delivery policy.
- 6.2 We warrant to you that:
  - (a) we have the right to offer the service we provide;
  - (b) the service is sold to you free from any charge or encumbrance, except as specified in these terms and conditions;
  - (c) you shall enjoy quiet possession of the product you receive as part of the service, except as specified in these terms and conditions;
  - (d) the products you receive will correspond to any description published on our website; and
  - (e) the service you receive will be of satisfactory quality.
- 6.3 All of our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 8.1, all other warranties and representations are expressly excluded.

### 7. Breach of service

- 7.1 If you believe that the service you receive from us breaches any of the warranties set out in Section 6.2, please contact us to discuss the issue.
- 7.2 If the service you receive from us does not conform with the warranties set out in Section 6.2, then you will be entitled to a refund of all amounts paid in respect of said service.

### 8. Limitations and exclusions of liability

- 8.1 Nothing in these terms and conditions will:
  - (a) limit or exclude any liability for death or personal injury resulting from negligence;
  - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;

- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.
- 8.2 The limitations and exclusions of liability set out in this Section 8 and elsewhere in these terms and conditions:
  - (a) are subject to Section 8.1; and
  - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 8.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 8.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 8.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 8.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 8.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **9. Order cancellation**

- 9.1 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:
  - (a) you fail to pay, on time and in full, any amount due to us under that contract; or
  - (b) you commit any material breach of that contract.
- 9.2 We may cancel a contract under these terms and conditions by written notice to you if:
  - (a) you cease to trade;
  - (b) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
  - (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
  - (d) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
  - (e) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors.
- 9.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.
- 9.4 It is the advertiser's responsibility to inform Regional Publications Ltd if they wish to cancel their advert within 7 days from the date of their email booking confirmation. All cancellations must be sent via email to sean@regionalpublications.co.uk and it is the advertiser's responsibility to ensure that Regional Publications has received the email notification. Regional Publications will confirm it has received the email notification of cancellation within 5 working days. If no confirmation is sent to the advertiser within the specified time, it will be deemed that Regional Publications Ltd did not receive the written notification and the advertiser will be dealt with as if no notification of cancellation has taken place.

## **10. Consequences of order cancellation**

- 10.1 If a contract under these terms and conditions is cancelled in accordance with Section 9:
  - (a) we will cease to have any obligation to deliver our service from the date of cancellation;
  - (b) If a contract under these terms and conditions is cancelled by you in accordance with clause 9.4 you will continue to have an obligation, where applicable, to pay for services rendered at the date of cancellation.

## **11. Variation**

- 11.1 We may revise these terms and conditions from time to time by publishing a new version on our website.
- 11.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

## **12. Assignment**

- 12.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 12.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **13. No waivers**

- 13.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- 13.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

**14. Severability**

14.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

**15. Third party rights**

15.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

15.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

**16. Entire agreement**

16.1 Subject to Section 8.1, these terms and conditions, shall constitute the entire agreement between you and us in relation to the use of our services and shall supersede all previous agreements between you and us in relation to the use of our services.

**17. Law and jurisdiction**

17.1 These terms and conditions shall be governed by and construed in accordance with English law.

17.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

**18. Statutory and regulatory disclosures**

18.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

18.2 These terms and conditions are available in the English language only.

18.3 Our VAT number is 7636690 94.

18.4 The website of the European Union's online dispute resolution platform is available at <https://webgate.ec.europa.eu/odr/main>. The online dispute resolution platform may be used for resolving disputes.

**19. Our details**

19.1 This website is owned and operated by Regional Publications Ltd.

19.2 We are registered in England and Wales under registration number 4071833 and our registered office is at Cliffehouse Business Centre, 61 Sheffield Road, Dronfield, S18 2GF.

19.3 Our principal place of business is at Cliffehouse Business Centre, 61 Sheffield Road, Dronfield, S18 2GF.

19.4 You can contact us:

- (a) by post, using the postal address given above;
- (b) by telephone, on 01246 411 600; or
- (c) by email, using [officemanager@regionalpublications.co.uk](mailto:officemanager@regionalpublications.co.uk).

**20. Disclaimer**

20.1 Regional Publications Ltd gives no guarantee of the level of response to adverts/editorial/articles etc. Regional Publications Ltd is unable to offer a refund if no responses are received. For the best chance of success, it is recommended that an advert is placed on all three of our platforms.