

## Birdy Publications Ltd - Advertisers T&Cs

### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions:

**This Agreement:** these terms and conditions and the Booking Form.

**The Publisher:** means Birdy Publications Ltd any other trading or company name as may be established of: 11A Sunray Avenue, Felixstowe, Suffolk, IP11 9QG.

**Customer:** the person, firm or company who purchases Services from The Publisher.

**Deliverables:** all Documents and materials developed by The Publisher in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**Document:** includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**Editorial Content:** means all content contained in any of The Publisher's Publications and app other than the Customer's Marketing Material.

**Marketing Material:** all Documents, information and materials provided by the Customer relating to the Services including (without limitation) adverts, proofs and contact details.

**Intellectual Property Rights:** all copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, data base rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Person:** any individual, firm, partnership, association, company incorporated or unincorporated body, organisation, local authority and any other such body.

**Pre-existing Materials:** all Documents, information and materials provided by The Publisher relating to the Services which existed prior to the commencement of this Agreement including computer programs, data, reports and specifications.

**Publications:** all books and magazines produced and managed by The Publisher including but not limited to 'The Felixstowe & Woodbridge Magazine' and 'The Birdy Publications Ltd website'.

**Publication Deadline:** the date being five days prior to the printing of the Publication or such other date as The Publisher may direct.

**Fees:** the fee to be charged to the Customer by The Publisher for the provision of the Services as set out in the Booking Form or email confirmation that the Customers booking be accepted and processed.

**Product and Services:** the services to be provided by The Publisher under this Agreement as set out in the Booking Form or written confirmation of booking (including by website submission. All Products and Services produced and managed by The Publisher including but not limited to 'The Felixstowe & Woodbridge Magazine' and 'The Birdy Publications Ltd website', 'The Felixstowe Magazine website and magazine', 'MyRewards.me website', 'MyRewards app', 'MyVoucherBook website and book'.

**Website Booking Form:** the method by which a Customer books subscription, membership or advertising on any of the websites associated to the Products and Services of Birdy Publications Ltd.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to writing or written includes faxes, e-mail and online bookings/correspondence.

### 2. APPLICATION OF CONDITIONS

2.1 This Agreement shall prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's acceptance of a quotation for Products or Services by The Publisher constitutes an offer by the Customer to purchase the Product or Services. No offer placed by the Customer shall be accepted by The Publisher other than:

(a) by receipt of a Booking Confirmation e-mail with Term and Conditions attached; or

(b) by The Publisher starting to provide the Product or Services.

(c) when a contract for the supply and purchase of the Product or Services on this Agreement will be established, The Customer's standard terms and conditions (if any) shall not govern this Agreement.

2.3 Quotations are given by The Publisher on the basis that no contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that The Publisher has not previously withdrawn it.

2.4 These Terms & Conditions shall be deemed accepted by the Customer if the course of business between The Publisher and the Customer commences prior to agreeing to these Terms & Conditions in writing.

### 3. COMMENCEMENT AND DURATION

3.1 The Product and Services supplied under this Agreement shall be provided by The Publisher or their agents/subcontractors to the Customer from the date specified in the Booking Confirmation e-mail or Website Booking Form. The Product and Services supplied under this Agreement shall continue as detailed in the Booking Confirmation e-mail or Website Booking Form.

3.2 For the avoidance of doubt, this Agreement shall commence on the date on which the Booking Confirmation was received.

### 4. THE PUBLISHER'S OBLIGATIONS

4.1 The Publisher shall use reasonable endeavours to provide the Product and Services, and to deliver the Deliverables to the Customer, in accordance with the Booking Confirmation e-mail or Website Booking Form.

4.2 The Publisher shall use reasonable endeavours to meet any performance dates specified in the Booking Confirmation e-mail or Website Booking Form but any such dates shall be estimates only and time shall not be of the essence for performance of the Product or Services.

### 5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

(a) Co-operate with The Publisher in all matters relating to the Product and Services;

(b) Provide to The Publisher, in a timely manner, such Marketing Material and other information as The Publisher may require and that any information is provided to The Publisher by the Publication Deadline. Any such Marketing Material not provided by the Publication Deadline shall not be incorporated in the Publication but may be included in the subsequent Publication.

(c) Ensure that all Marketing Material and other information it is accurate in all material respects;

(d) To ensure that any Marketing Material does not infringe defame or damage any rights of any third party and that all necessary consents and permissions have been obtained.

(e) To ensure that any digital images are provided to a recommended 300 DPI or other such resolution as The Publisher may stipulate.

(f) Deliver all Marketing Material to The Publisher by the 10th of the month prior to the Publication Deadline.

5.2 If The Publisher's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, The Publisher shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to The Publisher, on demand, all reasonable costs, charges or losses sustained or incurred by The Publisher (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to The Publisher confirming such costs, charges and losses to the Customer in writing.

### 6. EDITORIAL CONTENT

6.1 The Publisher reserves the right to refuse any Marketing Material to be included in a Publication at their absolute discretion.

6.2 The Publisher may alter/amend any content of the Customer's Marketing Material or request changes be made by the Customer at any time prior to the Publication Deadline. Any such amendments shall be verified by The Publisher and made available to The Publisher by the Publication Deadline.

6.3 The Publisher does not guarantee specific location/placement of Marketing Material placed in any Publication except where the Customer has reserved and paid for a premium location as specified in the Booking Confirmation or Website Booking Form.

6.4 The Publisher reserves the right to change the style, production frequency, distribution, Editorial Content of any of its Publications.

6.5 The Publisher may from time to time include Customer's Marketing Material in other Publications at its discretion.

### 7. SERVICE FEE, PAYMENT AND CANCELLATION

7.1 In consideration of the provision of the Services provided by The Publisher, the Customer shall pay the Fees as specified in the Booking Confirmation.

7.2 New Customers shall pay in advance for Products and Services at the time of receiving the Booking Confirmation.

7.3 Existing Customers may apply for account facilities which are granted at The Publisher's absolute discretion according to The Publisher's payment terms of 14 days from date of the Booking Confirmation or prior to the Publication Deadline, which ever is the sooner. Outstanding invoices for Products and Services not paid as set out above may be cancelled at The Publisher's absolute discretion.

7.4 The Publisher reserves the right to review and increase its fees at any time.

7.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay The Publisher on the due date, The Publisher may:

(a) Charge interest on such sum from the due date for payment at the annual rate of 8% accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Publisher may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) Suspend all Products and Services until payment has been made in full.

7.6 Time for payment shall be of the essence in this Agreement.

7.7 All sums payable to The Publisher under this Agreement shall become due immediately on its termination, despite any other provision. This condition 7.7 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

7.8 The Publisher may, without prejudice to any other rights it may have, set off any liability of the Customer to The Publisher against any liability of The Publisher to the Customer.

7.9 The Customer may at any time prior to the Publication Deadline cancel the Services by written notice to The Publisher. If the Customer cancels a booking The Publisher reserves the right to charge a cancellation fee. Definitive cancellation charges due can only be confirmed after the intended Publication Deadline, when The Publisher may reduce the charge where alternative bookings have been secured. In the event of The Publisher unsuccessfully re-selling the booking space, cancellation charges will be made as follows:

Period of notice	Charge
Over 90 days	20%
28-90 days	50%
15 - 27 days	75%
14 days or less	Full charge