

WEBSITE ADVERTISING CONTRACT

ADVERTISING ON LAYL (liveatyourlocal.org.uk) WEBSITE

Terms & Conditions

1. DEFINITIONS

“Advertisements” shall mean text based of Advertiser’s business name or logo and Link, if available, supplied by Advertiser

“Link” shall mean an electronic connection connecting an Advertiser’s displayed Advertisement to an Advertiser’s business website

“Advertiser” shall mean any business owner

“Effective Start Date” is determined by LAYL and shall mean the actual date the Advertisement begins being displayed and also represents the official commencement of this Agreement

“LAYL” means liveatyourlocal.org.uk

2. CONTRACT TERM

2.1 Following receipt of payment and acceptable text information, the Advertisement will commence being displayed on the LAYL website within a reasonable amount of time and will continue to be displayed for however many days agreed on booking (confirmed by email) of the duration of the contract from that day forward.

2.2 The date at which the Advertisement is first displayed shall also be known as the effective start date of this Agreement.

3. GENERAL CONDITIONS

3.1 All advertisements accepted by LAYL are on the express condition that the Advertiser guarantees his advertisement does not contravene the Trades Descriptions Act, 1968, the Sex Discrimination Act, 1976, or The Business Advertisements (Disclosure) Order, 1977.

3.2 LAYL reserves the right to refuse any Advertisement that does not completely conform to the guidelines that may be instituted by LAYL. LAYL will not accept advertising from companies that produce, sell or specifically advertise pornographic products or services or any other advertising which may be considered inappropriate in the judgment of LAYL. LAYL reserves the right to define “inappropriate” in this context.

- 3.3 This Agreement shall be considered null and void if it is discovered that Advertiser has failed to disclose any involvement contrary to the intent of this paragraph. In this circumstance all monies accepted by LAYL will be refunded to the Advertiser in full from their last advertising slot.

4. ADVERTISEMENTS

- 4.1 All Advertisers accept in signing this Contract that they are purchasing advertising space on the LAYL website.
- 4.2 LAYL reserves the right to republish any advertisement in electronic as well as printed format without seeking the advertiser's permission.
- 4.3 LAYL will attempt to ensure prompt insertion of all Advertisements but guarantee of insertion cannot be given.
- 4.4 Advertisements from traders must indicate whether an advertisement relates to a sale by a trader or private seller under the Business Advertisements (Disclosure) Order 1977.
- 4.5 All LAYL items for sale adverts will contain in the heading the following indicators "(P)" for private seller or "(T)" for trade seller.

6. PAYMENT

6. The Advertiser shall pay to LAYL, the sum of _____ (£_____) (as stated on letter of agreement sent by email) in exchange for the right to have post an Advertisement with LAYL for the agreed period of in accordance with the provisions of this Agreement.

6. Payments due from the Advertiser must be paid in full before advert boxes are linked to LAYL website and contact details are entered into advertisements.

- 6.1 Any offers, discounts or reductions agreed with the Advertiser will only be available for 28 days from the date of the last served invoice.

All Advertisement entries will run for six or twelve months on the local and recommended

- 6.2 page from the 1st day of the following month after payment has been received and cleared through the LAYL bank.

- 6.3 Advertising rates are subject to revision and the LAYL reserve the right to vary contract terms and conditions.

- 6.4 Advertisements procured by cold calling are subject to 7 working day cooling off period with full money back guarantee from the date of the placement of the order. Cancel of the order must be received by letter, fax or email. Telephone cancellations are not acceptable under the Consumer Protection regulations.

- 6.5 The cooling off period does not apply to those customers who take procure an

Advertisement in conjunction with advertising promotions on the LAYL or other websites or where advertisers are provided with leads and contacts for services and products from LAYL.

7. TRUTH IN ADVERTISING/INDEMNIFICATION FOR LIABILITY

7.1 The Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link to through its Advertisement.

7.2 The Advertiser warrants that the Advertisement and Link supplied comply with LAYL advertising standards; that it holds the necessary rights to the Advertisement and Link, if applicable, and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

7.3 The Advertiser agrees to indemnify LAYL in respect of any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by LAYL, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

7.4 Advertisers are responsible for keeping their contact details up to date and LAYL will not be liable to any losses incurred due to customers not being able to contact the Advertiser.

7.5 LAYL will not be liable for any mistake or loss caused by error due to inaccuracies in the publishing of any Advertisement or for any circumstances arising there from. It is the responsibility of the Advertiser to notify LAYL immediately of any error in the Advertisement.

8. LIMITATION ON DAMAGES

8.1 The Advertiser agrees to hold KHS ACR and/or its assigns harmless for content of its advertising. Advertiser further agrees to indemnify KHS ACR from any and all claims and/or damages arising from its advertising.

9. DISCLAIMER

9.1 LAYL shall be held harmless for the unintentional and temporary interruption of an Advertisement due to unforeseeable circumstances beyond its scope of normal control.

10. ASSIGNMENT

10.1 The Advertiser shall not assign this Agreement to a third party without first obtaining the written consent of the LAYL. Any attempt to assign this Agreement without such consent shall render it null and void and any remaining paid amount representing any unused advertising shall be forfeited.

11. GOVERNING LAW

11.1 This Agreement shall be governed by and construed in accordance with the laws of the England and Wales.

I (name) _____ of (company) _____

Have read and accept the above Terms and Conditions.

Signature
Duly authorised for an on behalf of _____

Date.....

Signature
Duly authorised for an on behalf of Live At Your Local Limited

Date.....

LIVE AT YOUR LOCAL LTD.
Registration no :6716273, Registered address:158 Herman Hill, South Woodford London E15 1Q11

