

The Council of the Isles of Scilly Tourism Brochure and Website Terms and Conditions for the Sale of Advertising Space

1. DEFINITIONS AND INTERPRETATION

1.1 The following words and expressions shall have the following meanings:

“Advertiser”	means any person, partnership or company placing an Order with CloS for Publication of an Advertisement;
“Advertisement”	means any graphics or text put forward by the Advertiser for Publication;
“Brochure”	means the CloS Tourism Brochure;
“CloS”	means The Council of the Isles of Scilly of Town Hall, St Mary’s, Isles of Scilly TR21 0LW;
“Fee”	means []
“Order”	means the order placed by the Advertiser for Publication of an Advertisement;
“Period”	means the duration of the production run in respect of the Brochure and 1 st November 2009 – 31 st October 2010 in respect of the Website;
“Publication”	means publication in print, online or otherwise of the Advertisement in the Brochure and on the Website;
“Website”	means www.simplyscilly.co.uk

2. BASIS OF CONTRACT

2.1 These terms and conditions shall apply to the sale by CloS of all advertising space purchased by the Advertiser for the Period. The placing of an Order by the Advertiser for Publication of an Advertisement shall amount to an acceptance of these conditions.

3. WARRANTIES

3.1 The Advertiser warrants that:

3.1.1 The Advertisement does not contain any material that will breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render CloS liable to any claims or proceedings whatsoever;

3.1.2 Any information supplied in connection with the Advertisement is accurate, complete and true;

- 3.1.3 It has complied with the requirements of all relevant legislation for the time being in force or applicable in the United Kingdom;
- 3.1.4 The Advertisement and any information submitted complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority;
- 3.1.5 The Advertisement submitted is not obscene or libellous;
- 3.1.6 In respect of an accommodation-based Advertisement, it has complied with the Government's Voluntary Code of Booking Practice for Hotels and Guest House and is able to show evidence of its award, or impending inspection date by an approved accreditation scheme.
- 3.2 The Advertiser agrees to indemnify CloS and keep it indemnified against all claims, costs, proceedings, demands, losses, damages or expenses whatsoever arising directly or indirectly as a result of or in connection with any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law.

4. ADVERTISEMENT

- 4.1 CloS has the right at its discretion to decline to include, or to omit, suspend or change the position of any Advertisement otherwise accepted for Publication. Any refund of the Fee shall be agreed between the parties.
- 4.2 Prior to Publication, a proof of the Advertisement will be sent to the Advertiser who shall be responsible for checking and if necessary correcting the Advertisement and returning it to CloS within 5 days. Any minor alterations to the Advertisement at this stage will not incur a charge however, major alterations to the Advertisement could incur a heavy surcharge.
- 4.3 If any copy or other material in connection with the Advertisement is not supplied to CloS by the Advertiser within 7 days of request, CloS shall be at liberty to proceed with the Publication in as complete form as practicable.
- 4.4 CloS shall be under no liability to the Advertiser for any mistake or error which may occur in any Publication.
- 4.5 If an Advertisement is omitted from Publication, accidentally or otherwise, CloS shall be under no liability to the Advertiser other than to provide a refund of the Fee which shall be agreed between the parties.

5. PAYMENT

- 5.1 In consideration of the Publication of an Advertisement the Advertiser shall pay to CloS the Fee which shall include Publication in both the Brochure and on the Website.

5.2 Payment of the Fee shall be made by the Advertiser within 30 days of the date of invoice.

5.3 CloS reserves the right to change the Fee at anytime without notice.

6. INDEMNITY

6.1 The Advertiser shall indemnify and keep CloS indemnified from and against any claim, cost, loss, damage or expense that CloS may incur as a direct or indirect consequence of the Publication of an Advertisement by CloS in accordance with the instructions of the Advertiser.

7. CANCELLATION/TERMINATION

7.1 The Advertiser may cancel an Order at any time by giving 1 month written notice to CloS and any refund of the Fee shall be agreed between the parties.

8. INTELLECTUAL PROPERTY

8.1 The Advertiser (or its licensors) will retain all copyright and all other right, title and interest in and to the Advertisement and hereby grants to CloS a worldwide licence to reproduce, display and copy the Advertisement.

9. MISCELLANEOUS PROVISIONS

9.1 Whilst CloS endeavours to ensure the Website is available for access at all times, CloS and its agents shall be under no liability to the Advertiser should for any reason the Website become unavailable for a period of time. Access to the Website may be suspended temporarily or permanently without notice.

9.2 CloS shall not be liable for any failure to perform any of its obligations hereunder if such performance is in any way adversely affected by the inability to secure labour or materials or as a result of war, strike, lock-out, sit-in, trade dispute, or other labour dispute or any other cause beyond its control.

9.3 The Contracts (Rights of Third parties) Act 1999 shall not apply to this Contract. Therefore nothing in this Contract confers or purports to confer on any third party any right to enforce any term of this Contract.

9.4 The Contract shall be governed by and construed in accordance with English law in every particular including formation and interpretation and shall be deemed to have been made in England.