WHITEHILL
TOWN COUNCIL

Serving Whitehill & Bordon

Terms and Conditions for advertising in the Whitehill Town Council magazine

Advertising

These conditions shall apply to all advertisements accepted for publication in the Whitehill Town Council (WTC) magazine:

1. Any other proposed condition shall be void unless incorporated clearly in written instruction and specifically accepted by the Publisher (s).
2. All advertisements are accepted subject to the Publisher's approval of the copy and to the space being available.
3. The Publisher reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage or breach of contract shall arise.
4. If the Publisher considers it necessary to modify the space or alter the date or position of insertion, or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control.
5. Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions.
6. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British code of Advertising Practice.
7. The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement. The Publisher will consult with the Advertiser as to the way in which such claims are to be handled.
8. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press and any Series of advertisements confirmed at the same time as that of the next issue.
9. If an Advertiser cancels the balance of a contract they relinquish any right to that series discount to which they were previously entitled and any advertisements already published will be charged at full rate.
10. Advertisement copy should be supplied by the Advertiser or their Agent. Charges may be made to the Advertiser for any additional artwork or production work required to make the advertisement technically suitable for publication. Such charges will be at the rate agreed prior to publication.
11. Advertisers' property, artwork etc, are held at the Advertiser's risk and should be insured by them against loss or damage from whatever cause.
12. Anyone can use the advertising service to include WTC staff & Councillors and will be subjected to abide by the T&C's.

Payment

13. Payment for advertisements is due in full on or before the payment date stated on the invoice.
14. In the event of payment not being received by the Payment Date, the Publisher reserves the right to suspend or cancel insertion due under the order.
15. The description and price of advertising opportunities are stated in our current website and, once booked, will be stated in our Invoice, issued once terms have been agreed.
16. Advertisement prices are subject to change and we will ensure that you have accurate information available to you when placing an order.
17. Discounts will not be awarded to anyone.

Refunds

18. The Publisher will refund in full or part the value paid for any product or service if the Publisher fails to deliver the product or service as agreed, except if by reason of labour dispute, strikes, inability to obtain labour or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, so that the Publisher is unable to perform in whole or in part its obligations set forth in these terms, then the Publisher shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make the Publisher liable to any other party.

Distribution of publications

19. The Community Magazine is distributed in Bordon & Whitehill perimeter and its immediate surrounding neighbourhoods by the Royal Mail which delivers to the doors of many local residents. We cannot be held responsible for any failure on the part of distribution by the Royal Mail, once they have taken delivery of our publications.
20. To the extent permitted by law we exclude all other liability to you. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees or agents. These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

Copyright and trademarks

21. Copyright in all information, text and images featured in our magazines, are owned by or licensed to the Publisher of that content ("Our Content"). You are not entitled to make any further copies of the work. All property rights remain with the Publisher. Other than as provided in these terms and conditions, you may not reproduce (in whole or in part), transmit (by electronic means or otherwise), modify, or use for any public or commercial purpose any of Our Content without our prior written permission.

General notes

Dependence on our Products: The contents of any of our Products do not constitute advice and should not be relied on in taking, or refraining from taking, any decision or action.

Data Protection: We will hold your personal data for this sold purpose whilst you are using our advertising service and we will not share with any third parties.

WTC reserves the right to amend these Terms and Conditions. These conditions and all other express terms of the contract shall be governed by WTC.

WTC cannot cold call local businesses to sell advertising space as this would be a breach of Data Protection Regulations.