

# Standard Terms and Conditions of Sale - LINK Directories

## **PUBLICATION**

Subject as hereinafter provided, the item of advertising designated will appear in the Directory designated ("the directory" or "directories") as published by Link Directories Ltd, a Northern Ireland registered company ("the publisher"). The ("Advertiser") being the person, persons, partnership or company, or duly authorised employee, representative or agent of these, who is/have placed an order for advertising or similar in one or any of the products published by the publisher. Reference to "directory" or "directories" also mean any other product, internet service or similar product of the publisher.

The directories of the Publisher are distributed as detailed by the publisher. The total print run and circulation for each directory is approximate and may vary. The publishing date given is an approximate date and may vary. The publishing date, nor print/circulation quantity does not form a term of this agreement.

The agreement shall not be binding on the Publisher until the same has been accepted and executed for and on behalf of the Publisher at its' registered office in Northern Ireland, agreed to as being the actual place of sale.

The Publisher may publish a second edition of product within the sales period covered by the directory (eg Winter/Summer Edition). Entry in the reprint or 2<sup>nd</sup> edition does not form part of the contract for sale, but is at the discretion of the publisher. The publisher will generally include all advertisers from the 1<sup>st</sup> edition that have paid in full (or are paying by Direct Debit) by the cut off date for the 2<sup>nd</sup> edition. The 2<sup>nd</sup> Edition may also include additional new advertisers, who will be included for free in the subsequent 1<sup>st</sup> edition of the following period. If an advertiser has not paid by the cut off date for the next edition, they will not be included. The inclusion or non-inclusion does not form part of contract for sale.

The publisher shall have the right to edit, truncate, re-size and concatenate entries in order to get them to fit and gives no guarantee of any kind whatsoever on the final position or layout in the Directory of any entry or display advertisement.

## **CONTENT OF ADVERTISEMENT**

The Publisher shall have the right to delete or reject the whole or any part of the item of advertising without prior notice to the Advertiser if so instructed by The Publisher or, if, in the opinion of the Publisher, such item of advertising or any part of it does not comply with the provisions of any statute (including any regulations or orders made hereunder) or with any other obligation imposed by law or with the advertising standards of the Publisher and, (on making any refund as shall in the opinion of the Publisher be equitable in respect of the whole or any proportion of any fee paid hereunder by the Advertiser) the Publisher shall have no liability whatsoever to the Advertiser in respect of any such deletion or rejection.

In the event of the Advertisers listing in the alphabetical section of the directory is cancelled for any reason whatsoever, the Publisher shall have the right to omit from the next and subsequent issues of the directory all items advertising referable to such listing.

The Publisher shall have the right to reject all or any advertising copy or any item of advertising or any entry in the Directory and gives no guarantee of any kind whatsoever as to the position in the Directory of any display advertisement.

The Publisher shall have the right to edit, truncate, re-size and concatenate entries in order to get them to fit and gives no guarantee of any kind whatsoever on the final position or layout in the Directory of any entry or display advertisement.

It is the responsibility of the advertiser to properly review the classification available, to discuss alternatives with the publisher and to ensure that the most suitable classification is selected.

## **CANCELLATION AND TERMINATION**

Under the Consumer Protection (Distance Selling) Regulations 2000 (SI 2000 No. 2334) implement Directive 97/7/EC of 20 May 1997 on the protection of consumers in respect of distance contracts (known as the Distance Selling Directive), you are hereby given 7 days to cancel your order. This may be done at any time, within 7 days of order, by notifying the publisher in writing by recorded delivery.

Orders cancelled after 7 days from order, but before the closing date for advertising may cancel their order subject to paying a 25% and/or a £50 administration fee (+ vat) (whichever is higher), receivable in full by the closing date, otherwise the order will be processed as normal. This fee is to compensate the publisher for the expenses incurred in connection with a cancelled order.

If copy for advertising is not supplied, the publisher may at its own discretion design a standard advert at no additional cost to the advertiser, and place this in the space that the advertiser has ordered. The design, layout and accuracy of this advertisement does not form part of any order or contract of sale.

The Publisher may where it considers it appropriate, delete or remove any advertisement or refrain from proceeding with any advertisement ordered by the Advertiser if: The Advertiser fails to observe any term or condition of this Agreement; or A petition is presented, an order made or resolution passed for the winding up or liquidation of the Advertiser or for the appointment of a receiver over the assets of the Advertiser or an examiner; or The Advertiser makes any composition or arrangement with its creditors or becomes insolvent or suffers distress, execution or other process on any of its assets.

## **WARRANTIES AND INDEMNITIES**

The Advertiser hereby represents, warrants and undertakes to the Publisher that:

All information, materials, representations and statements of fact given or made orally or in writing by or on behalf of the Advertiser to the Publisher, its servants or agents in the course of the negotiations prior to the conclusion of this Agreement (whether or not such information is contained in any items of advertising in the Directory) was when given, has remained and will remain up to date of publication of the Directory, true, complete and accurate;

There is no fact or matter which has not been disclosed by the Advertiser to the Publisher which renders the information, materials, representations and statements of fact contained in any item of advertising which the Publisher agrees to publish in the Directory untrue or misleading, whether before or after the date of execution of any Agreement between the Advertiser and the Publisher;

Full disclosure has been made by the Advertiser to the Publisher of all materials, information, representations and statements of fact concerning any item of advertising or other information published or to be published in the Directory;

The Advertiser agrees to notify the Publisher immediately of any alteration in the material, information, representations and statements of fact made by the Advertiser to the Publisher at or prior to entering into this Agreement concerning any item of advertising published or to be published in the Directory;

The wording and artwork for any item of advertising is supplied to the Publisher by the Advertiser in good faith and the Advertiser has the legal right to use all names, logos and trademarks included in such wording and artwork.

The person, employee, representative or agent of the Advertiser placing the order has the authority to contract the Advertiser.

The price and monies/currencies detailed on the order form and/or proforma invoice supplied, are correct and as agreed.

The Advertiser hereby agrees and undertakes to indemnify the Publisher against all loss and damage whatsoever including specifically but not limited to any award of damages or compensation or other order made by any court or tribunal in favour of the Advertiser or any third party together with all costs and expenses (including all legal costs and expenses) arising from breach of the representations and warranties set out herein and without prejudice to the generality of the foregoing, arising from any incorrect, incomplete, untrue or misleading materials, information and/or representations and/or statements of fact made by the Advertiser at or prior to entering into this Agreement and/or contained in or repeated in any item of advertising or other information which the Publisher agrees to publish in the Directory for and on behalf of the Advertiser.

## **LIABILITY**

All implied conditions and warranties whether statutory or contractual or otherwise relating to the provision by the Publisher of services under these Terms and Conditions are hereby excluded to the fullest extent permitted by law.

The Publisher shall not be liable to the Advertiser for any damages whatsoever resulting from failure to include all or any of the items of advertising referred to herein in the Directory nor from any errors or omissions or inclusions whatsoever in the advertising printed in the Directory where such damages would be in excess of the agreed price with the inclusion of such items in the Directory in which the error or omission occurs.

The Publisher shall not be liable to the Advertiser for any loss of profits or any other consequential loss, damage or expenses whatsoever or howsoever caused.

The Publisher shall not be liable to the Advertiser in respect of any omission from, or inclusion in the Directory of the alphabetical free listing of the Advertiser.

The Publisher shall not be liable to the Advertiser in respect of any failure to carry out any of the Publisher's obligations hereunder which is attributable to any cause of whatsoever nature, which is outside the Publisher's reasonable control.

## **PAYMENT**

The Advertiser shall pay to the publisher in accordance with the total price shown on any invoice for the publication of the items of advertising in an issue of the Directory or on-line. The Advertiser shall pay to the Publisher on demand the charges for each item of advertising set out in communication with the Advertiser, on or before the due date stated or the publication date which ever is sooner.

Agreements to pay by interim payments such as Direct Debit do not give the advertiser any rights to cancel after less than the complete number of payments. If a cheque, DD or other interim payment is not honoured, an administration charge will be appended to the outstanding balance and total remaining amount becomes due immediately. As such an act is a criminal offence under the Fraud act the company may also be required to report this to the police.

Prompt payment of invoices is receipt of payment before or on the publication date. After this date, a debt is considered overdue and debt collection procedures will commence. All discounts, addition sales incentive(s) and additional advertising in LINK or other products are subject to prompt payment.

If payment is not received promptly, the company will; remove any discount(s) given, and; append to the debt the charges for the additional sales incentives given, and ; append to the debt charges for the additional adverts given, in LINK or other products.

In an outstanding invoice is still not paid, the publisher reserves the right under relevant late payment legislation to add credit charges to cover the administration of credit accounts and debts. In line with late payment legislation, to cover the administration and financing of overdue debts, an administration charge of £25 per month and contractual compound interest of 3% per month (or part thereof) will be added to overdue invoices. Full details of these and other terms in relation to credit, discount, payments, and their administration are contained in the publisher's credit control policy, available on request.

If after reasonable warning and reasonable time, the debt is still not paid, to cover the legal services cost in pursuing the debt, an additional £800/€900 legal services fee plus outlay will be added to the debt. In the event of either bankruptcy or any other failure of the company to pay invoices within a reasonable time i.e. over 1 year, the Directors of the company hereby jointly and severally agree to personally settle all debts outstanding.

## **GENERAL**

Publication of the advertisement is on the basis of these Terms and Conditions which will govern the contract to the exclusion of any other terms and conditions subject to which the Order Form is executed or purported to be executed by the Advertiser

No variation to these Terms and Conditions shall be binding on the Publisher unless agreed in writing between the Advertiser and an authorised representative of the Publisher.

The employees and agents of the Publisher are not authorised to make any representations concerning the subject matter of this agreement unless confirmed by the Publisher in writing. On entering into this Agreement, the Advertiser acknowledges that it does not and waives any claim for breach of any such representations which are not so confirmed.

Unless otherwise agreed in writing, this Agreement cancels and supersedes all or any previous agreements between the Advertiser and the Publisher in respect of the items of advertising set out.

No right or remedy herein conferred upon or reserved to the Publisher is exclusive to any other right or remedy herein or by law or by equity provided or permitted.

The Advertiser hereby waives all and any future claims and rights of set off against any payments due hereunder and agrees to pay the charges to the Publisher regardless of any equity, set off or cross claim on the part of the Advertiser against the publisher.

No forbearance, indulgence or relaxation on the part of the Publisher shown or granted to the Advertiser in respect of any of the provisions of these terms and Conditions shall in any way affect, diminish, restrict or prejudice the rights or powers of the Publisher under these Terms and Conditions or operate as or be deemed to be a waiver of any breach of the Agreement.

The records and documents (including information in any form) of the Publisher may be created, recorded, stored, maintained, transmitted, reproduced and communicated by any electronic, photographic, computerised or other process. Telephone calls and other correspondence with the publisher will be recorded and archived. Where, in pursuance of this Clause, such records or documents are created, recorded, stored, maintained, transmitted, reproduced or communicated by any electronic, photographic, computerised or other process any document or record produced by any such admissible in evidence in any court, tribunal or other forum.

If any provision of these Terms & Conditions is held by any competent authority to be invalid or unenforceable in whole or in any part, the validity of the other provisions of these Terms & Conditions and the remainder of the provision in question shall not be affected.

In the Transfer of undertakings of a sole trader the vendor is responsible for payment of an advertising order, unless the new owner has contractually agrees to take on those commitments. In all other cases the commitments detailed in this order agreement stay with the company, but pass to the new owner. In the events of bankruptcy or failure of the company, or to pay invoices within a reasonable time, the Directors of the company agree to be jointly and severally liable for all the debts of the company to the publisher.

The Agreement and these Terms and Conditions shall be governed and construed in accordance with the Law of Northern Ireland and Northern Ireland courts shall have jurisdiction in all cases. In all cases English will be the definitive language.

Other than a claim or proceeding for failure to pay any fee or charge (in whole or in part) due to the Publisher from the Advertisers under this agreement, any dispute or difference arising between the parties hereto as to the construction of this Agreement or as to any other matter or thing arising hereunder or in connection herewith (including but not limited to any counterclaim brought by the Advertiser against the Publisher in the course of proceeding instituted by the Publisher for failure to pay any fee or charge due from the Advertiser under this Agreement) must be referred initially to the decision of a single arbitrator appointed by agreement between the parties or failing such agreement appointed by the president for the time being of the incorporated Law Society for Northern Ireland. The relevant rules of arbitration and any statutory amendments or re-enactment thereof will apply to such arbitration.

**These terms and conditions are taken as been accepted by all parties involved and are available to anyone on request. All orders are subject to these terms and conditions.**