

## Terms & Conditions - advertising on the Hampshire Rugby Football Union (HRFU) website

**Definitions:** In this agreement these terms have the following meanings:

- **Hampshire Rugby Football Union** and **HRFU** means the organisation based at The County Office, Buddens Yard, Station Road, Wickham, Hampshire PO17 5JA (its approved consultants, sub-contractors, representatives and any other third parties)
- **Website** means the HRFU website currently at <http://www.hampshirerugby.com>
- **Media 3'** and **'the Company'** means the organisation which has an office at 7 Vectis Road, Alverstoke, Gosport PO12 2QD (its approved consultants, sub-contractors, representatives and any other third parties)
- **Client** and **advertiser** means any person, company, partnership, organisation or body and any individual(s) representing that person, company, partnership, organisation or body (including third parties), at whose application and who upon completion of the Order Form agrees to advertise on the HRFU website
- **Order Form** means the document agreed by the Client or Client's representative(s) via email or in writing giving Media 3 and the HRFU authority to publish and charge for an advertisement on the HRFU website to which these Terms & Conditions apply.

**Artwork proofs** - When producing artwork for an advertiser, all work will be submitted for the customer's final approval. Media 3 and the HRFU shall incur no liability for any errors not corrected by the customer in proofs submitted. Customers must indicate (by email) that they have read and approved all copy. Customer's alterations and additional proofs necessitated thereafter will be charged extra.

When style, type or layout is left to the judgement of Media 3, changes made by the customer will be charged extra. Artwork charges assume no changes after copy approval at Second Draft stage.

**Errors** - The HRFU and Media 3 will not accept any responsibility if an error, misprint or omission is discovered after an advertiser has approved an advert. The advertiser and their agents are responsible for ensuring that the correct files are supplied for online publication. No liability will be accepted if incorrect files are published.

**Liability** - In no circumstances shall the total liability of Media 3 and the HRFU for any error exceed the amount of a full refund.

**Refusals** - The HRFU and Media 3 reserves the right to refuse to publish, without notice or reason, any advertisement offered for publication or any copy for an advertisement for which an order has been accepted, without assigning any reason or explanation, or to make any alterations necessary to comply with these conditions.

**Order** - Receipt of an order or copy for an advertisement by Media 3/the HRFU is not deemed acceptance of that order.

**Accuracy** - The HRFU and Media 3 cannot accept the accuracy of any copy given verbally.

**Material risk** - Advertisers or their agent's material is held at the owner's or the owner's agent's risk.

**Deadlines** - If advertising copy or digital files have not arrived by the deadlines set, the HRFU and Media 3 reserves the right to insert copy and or artwork last used.

If no last copy is available the HRFU and Media 3 reserves the right to charge the Advertiser the full cost of any space that has been reserved for that advertiser.

**Legal indemnity** -The advertiser agrees to indemnify the HRFU and Media 3 in respect of costs, damages or other charges falling upon them as a result of legal actions or threatened legal actions arising from publication of the advertisement.

**Alterations** - The HRFU and Media 3 are unable to guarantee any alterations to copy after the deadlines have passed but will make every effort to effect any such changes.

**Payment terms** - All invoices issued to an advertiser must be paid upon receipt of same and before any advertising is published unless a special payment schedule has been agreed in advance of production/display of the advertising. Any advertising requiring later work such as new artwork, copywriting and production will incur additional charges.

Advertising fees must be paid by BACS/bank transfer or by cheque (using such payment details as are notified by Media 3 to the advertiser from time to time).

If the advertiser does not pay any amount properly due, the HRFU / Media 3 reserves the right to remove the advertisement from the website giving no prior notice.

If accounts remain unpaid for a period 30 days, our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons. Such cases may be referred to the Small Claims Court to pursue payment.

Non payment can result in County Court Judgements (CCJs) being added to the Client's credit rating.

Please note that if our Solicitor contacts a Client about overdue payment, the Client will be liable to pay for all costs that our Solicitor incurs in making such contact and any additional costs incurred or associated with this matter such as costs for a court summons, the Small Claims Court and County Court Judgements (CCJs).

**VAT** - at the current rate applies to all advertising.

**Agency discounts** - There are no agency discounts given on any bookings.

**Trading details** - All advertisements must contain a legible trading name and an address so that there is a clear point of contact in case of enquiry or complaint. The address must include a house name, number or unit number where it exists, must be permanent address (i.e. use of a hotel address or a non-residential caravan on a non-permanent site is not acceptable) and must not be a forwarding address, Freepost or PO Box.

**Force majeure** - every effort will be made to carry out the contract but its due performance is subject to cancellation by the HRFU and/or Media 3 or to such variation as the HRFU / Media 3 may find necessary as a result of inability to secure labour, materials or supplies or as a result of any act of God, War, Strike, Lockout or other labour dispute, fire, flood, drought, legislation or other cause (whether of the foregoing class or not) beyond the control of the HRFU / Media 3.

**Cancellations** - A contract for the placing of advertising may not be cancelled unless written notice is given as follows: Cancellation must be in writing at least 10 working prior to publication or full advertising rates will be charged. The HRFU / Media 3 may terminate any such contract forthwith should any sum due remain unpaid.

The HRFU/Media 3 will allow an advertising agency to cancel an order without penalty in the event of the business failure or death of a client.

**Price increases** - The HRFU / Media 3 reserves the right to increase advertisement rates at any time or to amend the conditions of acceptance or contract but this will not affect the contract already in place with an advertiser at the time of these changes until a contract renewal is agreed.

**Competitors** - For the avoidance of doubt, the advertiser/Client accepts that potentially competing advertisers may appear on the site and the HRFU / Media 3 does not guarantee exclusivity and no claim for compensation or a refund can be considered in these circumstances.

**Renewal** - In no circumstances does the placing of an order confirm the right to renew on the same or similar terms. Rates quoted are subject to revision and the right is reserved to vary contract terms and conditions. Where advertising over-runs the agreed contract period, the advertiser (or their agent) agrees to pay for any period of over-run, the charge for this to be based on the contract in place immediately prior to the period of the over-run.

**Acceptance** - The booking of an advertisement shall amount to acceptance of the above conditions and any conditions stipulated on an agency's order form, or elsewhere, by an agency or advertiser shall be void insofar as they are in conflict with the conditions as set out above. All bookings are subject to confirmation of acceptance by Media 3 via email. All bookings are subject to availability.

**Length of contract** - the minimum length of any single booking is 6 months. There is no maximum length of any single booking. "Month" is a calendar month.

**Advertisement content and specification** - Advertising copy should be 'legal, decent, honest and truthful'. Submission of an advertisement is deemed to imply that the copy complies with the requirements of all current legislation such as the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority. All advertisements must comply with the Trade Descriptions Act 1996, Race Relations Act 1976, Fair Trading Act 1973, Sex Discrimination Act 1975 and 1986, Business Advertisements (Disclosure) Order 1977, Price Marketing Order Act 1979, Consumer Credit (Advertisements) Regulations 1989, Financial Services Act 1986, Control of Misleading Advertising Regulations 1988, Consumer Protection Act 1987, Code of Practice for Traders on Price Indications, and other statutes or obligation in law (including bylaws) or as they may be amended.

The advertiser and/or their agent hereby warrants that supplied advertisements are in no way whatsoever a violation of any existing copyright; that they contain nothing objectionable, indecent or libellous and hereby indemnifies the HRFU and Media 3 against any loss, injury or damage which may arise from the placing of the advert.

All banner graphics files must be supplied to Media 3's size specifications and optimised ready for use. Media 3 reserves the right to reject graphics which hamper the overall performance of the HRFU website or if they are not of the required quality and standard.

External hyperlinks from adverts will be set to open in a new browser window and must go to the same site/ product/ service as is being advertised.

No advertisement shall appear until such time as the specifications have been met.

No refund or reduction in fees shall be given following delayed appearance of the advertisement beyond the booking commencement date arising from the advertiser's own delay.

**Warranties** - The HRFU and Media 3 makes no representation or warranty in relation to the number of visitors to its website and/or specific pages during the period for which the advertising is published.

THE HRFU and Media 3 shall use all reasonable endeavours to ensure continuity of advertising but makes no warranty in relation to disruption of its website for any reason whatsoever outside of its reasonable control. In particular, THE HRFU and Media 3 shall not be liable for:

- any loss of profits, income, revenue, use, production or anticipated savings.
- any loss of business, contracts or commercial opportunities.
- any loss of or damage to goodwill or reputation.
- any special, indirect or consequential loss or damage.

THE HRFU and Media 3 shall use all reasonable endeavours to implement publication of the advertisement promptly following receipt of a graphic file meeting the required specification or agreement of artwork produced by Media 3, but makes no representation or warranty in relation to the turnaround time.

**Liability** - the HRFU and/or Media 3 will not be liable for any costs incurred, compensation, consequential loss or loss of earnings for any:

- Failure to meet any agreed/estimated delivery timescales regardless of whether or not the HRFU and/or Media 3 are responsible for the failure and however the failure was caused.
- Online unavailability or operational failure of the HRFU website however caused.
- Errors in copy text supplied to or originated by Media 3 including company registration and VAT numbers, telephone, facsimile or telex numbers, email addresses, Worldwide Web page addresses, postal addresses or postal codes.

**Informal Complaints Procedure:** anyone who experiences a problem with their advertising should raise the matter directly by phone or email to Media 3. Full information should be given, sufficient enough to identify the problem and clearly outlining the grounds for complaint.

As soon as possible, Media 3 will then attempt to resolve the matter to the satisfaction of the complainant.

**Formal complaints procedure** - should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal complaints procedure.

A formal complaint should be made in writing to Media 3 who will acknowledge receipt in writing (or by email) and ensure that the matter is looked into immediately.

An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and thereafter any subsequent remedy implemented with the minimum of delay.

**'At fault'** - in the case of all complaints (whether made through the Informal or Formal complaints procedure) where it is found that Media 3 is 'at fault', no charge will be made to resolve the complaint.

However, if Media 3 believes it is not 'at fault', the complainant will be charged for any time or costs involved in resolving the complaint. Where a complainant is charged for resolution of the matter, all the Terms & Conditions' set out in this document apply to payment for work done and costs incurred to successfully resolve the complaint.

**This Agreement** - These terms and conditions, together with the current website advertising prices set out the whole of our agreement relating to the supply of advertising services to the Client.

**Revision and variation of these Terms & Condition** - may take place from time to time. These terms and conditions cannot be varied except in writing. In particular, no terms and conditions incorporated within your purchase order or correspondence and nothing said by any sales person on behalf of the HRFU/Media 3 should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any services offered for sale by the HRFU/Media 3.

It is the client's responsibility to ensure they are fully aware of these Terms & Conditions and that they have downloaded for storage and any later reference a copy of these Terms & Conditions showing the date of download/storage.

**Law:** These Terms & Conditions and all other terms of agreement shall be governed and construed in accordance with the laws of England, the United Kingdom and the European Union. In cases of conflicting laws, requirements or legislation, those of England take priority, followed by the UK then the EU.