

Standard Terms and Conditions



At the *local* index Ltd, customer service and accuracy are paramount to us, so that we can make sure that local index directories are considered an essential local resource both for Advertisers, and for local residents and visitors.

To ensure that we conform to the standards we aspire to and the standards that Advertisers and directory users rightfully demand, the following conditions govern our acceptance of all Advertisements ("Adverts") for publication, online or in print, and the placing of an Advert by any Advertiser is deemed to be an acceptance of these conditions.

The following conditions relate to Advertisers in the local index directories or on www.thelocalindex.co.uk.

1. Definitions

Advert

the Advert specified in the Order including any Online Advert

Agreement

the binding agreement between you and us comprising your acceptance of the Order, these Standard Conditions and any variations or special terms agreed in accordance with Condition 2. These Standard Conditions shall apply to each discrete Advert contained in the Order

Copy

the content and layout (print only) of the Advert which you specify

Free Design Service

Our prices assume that print ready advert artwork will be supplied, however if you require help with creating your advert we are happy to offer a design service at no charge

Directory

the edition(s) of the local index Directory as specified on the Order

Directory Close Date

the date shown on the Order which is the latest date by which we can accept your Copy, payment, amendments or notice of cancellation

Online Directory

a classified database of business listings which can be searched by name or subject and location and is available on www.thelocalindex.co.uk

Order

the confirmation and proof, if relevant, which shows details of the Advert

Print-ready format

the format in which artwork should be supplied: at the size specified in the Order, and in a high resolution (300 dpi) PDF, TIFF or JPEG format, with fonts embedded or converted to paths or outlines where applicable

We

the local index Ltd whose head office and registered office is at: 4 Grosvenor Road Weymouth Dorset DT4 7QL

You

the person, firm or company named on the Order who wishes to purchase the Advert

2. Variations to the conditions

- a. Any variations to this Agreement and any special terms will only be effective if set out in a printed form issued by us or agreed by a director of the local index Ltd.

3. Commencement and duration

- a. The Agreement shall not come into existence until you have confirmed your acceptance of the Order and it shall continue for the duration of the Advert.
- b. We do not give or make any warranty, condition or undertaking as to the duration of the lifetime of any Directory or Online Advert.

4. Our rights and responsibilities

- a. We agree to publish the Advert in accordance with generally accepted printing standards and directory policies, but we reserve the right to alter or abbreviate any Advert if we consider it necessary and to make reasonable changes to the size of the Advert. For the avoidance of doubt, we make no guarantee that an Advert will appear exactly in accordance with any size specifications given.
- b. We will supply a copy of the Directory, free of charge, to households and businesses within the area covered by the Directory. The number of copies we distribute will not be less than the minimum circulation number shown on the Order.
- c. Our agreement to publish any Advert is conditional upon us seeing the proposed Advert. We reserve the right to refuse to carry any Advert on reasonable grounds, especially in the spirit of good taste and decency.
- d. In the Directory the Advert will be placed in alphabetical order (according to our policy) under the heading(s) specified in the Order, or under alternative appropriate heading(s). Apart from this, the position of the Advert within each section of the Directory will be at our discretion.
- e. Unless otherwise instructed, your company name, address and telephone details as shown in the Order will be published as a listing in the Online Directory.
- f. We reserve the right to not publish the Directory. In this situation you will be entitled to a full refund of any money you have paid for any Advert which would have appeared in the Directory, but you will not be entitled to any other compensation or damages.
- g. We do not have to publish or display the whole or any part of the Advert if you have not supplied any part of the Copy by the Directory Close Date, or if we have not received payment in full, as specified on the Order, by the Directory Close Date.
- h. We will be entitled to prevent the display of your Online Advert if you fail to make any payment in respect of any Advert which is purchased.
- i. We will not be liable for any disruption or delay in producing or distributing the Directory, in making the Online Directory available or for failing to perform our duties under this Agreement if the failure is caused by circumstances beyond our control.
- j. Although we take every precaution to ensure all Adverts appear correctly, we accept the Copy from you on the understanding that you have unconditionally approved the Copy for publication. If there is a material error in, or omission from, the approved Copy when the Advert is published, or the Advert is not published in the Directory, you will be entitled to a refund of part or all of the sum you have paid for the Advert concerned and it will be a fair and reasonable amount considering the nature of the error. Our only liability (if any) under this Agreement will be to provide a refund. We will not be liable for any direct or indirect or consequential loss or damage including loss of business, revenue or profits or financial loss of any kind arising from any mistake in or material missing from the published Advert, or from not printing, displaying or arranging for the distribution of the Advert, even if resulting from our negligence.
- k. The colour(s) for your Advert may not match the colour(s) in any proof provided of your Advert. This does not constitute an error and you will not be entitled to any refund or other remedy in respect of any such difference in colour(s).

5. Your rights and responsibilities

- a. The Copy you provide must be legal, decent, honest and truthful and it must meet the standards of the Advertising Standards Authority.
- b. The reproduction or publication of any Advert must not breach any contract or infringe or violate any copyright, trademark, or any other personal or proprietary rights.
- c. You must be authorised to use any logo or name of any trade association you use in the Copy or the Online Directory and you must be a paid up member of the trade association.
- d. If your activities, conduct or Advertising and promotion fall within the regime regulated by the Financial Services Authority, you undertake and warrant to us that you are registered in the conduct of your business by the Financial Services Authority if you are required to be so registered and that the content of each Advert has been approved by a person authorised to approve Adverts under the financial services regulatory regime.
- e. You confirm and warrant that (i) the business you are Advertising is lawful, (ii) you have obtained all appropriate licences, permits or any other regulatory consents required to operate the business you are Advertising, and (iii) Advertising your business in the manner agreed with us will not result in a breach of any law or regulation by you, us or any third party.
- f. If you want to change part of the Copy you must send or email written details of the change to our registered office. We must receive the details before the Directory Close Date.
- g. We cannot guarantee a proof of your Advert, but we will endeavour to provide one in respect of display Advertising in the Directory where we receive the Copy at least three working weeks before the Directory Close Date.
- h. At the time of accepting the Order, you must pay us:
 1. For display Adverts, a non-refundable deposit (inclusive of VAT) which is set out in the Order. The deposit is not refunded if you later cancel the Order. Once the display Advert has been designed to your satisfaction (in the case of advertisers using our free Design Service) and submitted to us in a print-ready format, the remainder of the Advert cost (as stated on the Order) will be payable.
 2. For text Adverts, the full amount payable (as stated on the Order).
- i. You shall indemnify us, our employees and agents against all proceedings, claims, demands, expenses, losses and/or damages arising from any breach of this Agreement by you or from processing or publishing any information or material you gave us or from distributing your Online Advert including any claims arising as a result of defamation, illegality, false description or breach of any third party rights.

6. Cancellation

- a. In addition to any statutory rights you may have to cancel your Order, you may cancel part or all of your Order by giving notice in writing to our registered office. We must receive this notice by the Directory Close Date or within 14 days of your acceptance of the Order, whichever is earlier, in the case of an Advert in the Directory.
- b. If we receive written notice to cancel an Order more than 14 days after the date of the Order we will only act on this notice to cancel an Advert in the Directory if you pay a cancellation fee which will be equal to 10% of the charge for the Advert plus VAT or the deposit paid, whichever is higher.
- c. We cannot accept a request to cancel the Order if we receive the request after the Directory Close Date.

7. Copyright

We have copyright in all artwork, copy and other material which we, our agents or employees have created or contributed to, whether or not a charge has been paid by you in respect of it. You do not gain any intellectual property rights in that artwork, copy or other material and you will not be entitled to use it in any other form or in any other media.