

Advertising T's & C's

TERMS AND CONDITIONS OF USE

1. Definitions: The following terms have the following meanings:-

- "BinghamHall.org.uk" or "Bingham Hall" are trading names of Bingham Hall Trust, a registered charity 229845
- "Contract", the agreement for services entered into between the Customer and Bingham Hall Trust comprising the Contract Form and these Terms and Conditions of Use.
- "Fee", the agreed fee payment to be paid by the Customer to Bingham Hall Trust for the Service as set out in the Contract Form.
- "Period", the period of time for which Bingham Hall Trust provides the Service to the Customer as specified in the Contract Form.
- "Service", the service to be provided to the Customer by Bingham Hall Trust to advertise the Customer's relevant information on the BinghamHall.org.uk website and, where requested, provide a link to the Customer's website, and where requested, provide additional advertising services on the Bingham Hall website.
- "Terms of Use", the terms of use of the BinghamHall.org.uk website as set out on said website and any variations or amendments thereof.

2. Provision and update of information

(i) The Customer shall provide accurate information and facts for publication by BinghamHall.org.uk. The Customer shall be responsible for all material published or issued on the Customer's behalf by BinghamHall.org.uk and shall indemnify BinghamHall.org.uk at all times for any loss, expense or damage incurred by BinghamHall.org.uk as a result of the Customer's actions or omissions. The Customer must disclose their identity and reveal the nature of the product/service to be advertised, to BinghamHall.org.uk and failing to comply with this request will result in BinghamHall.org.uk cancelling the Service in which case no claim for breach of contract shall arise

(ii) BinghamHall.org.uk may review the information which the Customer intends to publish via the BinghamHall.org.uk website or which is intended to be emailed to BinghamHall.org.uk registered users. BinghamHall.org.uk reserves the right to refuse to place or issue the information or may remove, amend or discontinue displaying any information which is in contravention of any legislation or regulations in force from time to time. BinghamHall.org.uk may discontinue displaying or publishing any customer information which BinghamHall.org.uk may consider to be contrary to the best interests of BinghamHall.org.uk. There shall be no refund if any customer information is refused or removed from display from the BinghamHall.org.uk website. BinghamHall.org.uk is not liable for any omission or inaccuracy in published adverts or for the failure of any advert to appear arising from any cause. BinghamHall.org.uk is under no obligation to fulfil any order or publish any advert promptly or at all if BinghamHall.org.uk is experiencing technical difficulties or interruption of its services beyond the control of BinghamHall.org.uk

(iii) Where a link is provided to the Customer's website or any other external website or link, BinghamHall.org.uk is not responsible for the content of the Customer's website or any other website or link. The Customer is solely responsible for the information about the Customer which is published by BinghamHall.org.uk. The advertiser agrees to add a link from the destination website to BinghamHall.org.uk

3. Unless otherwise stated on the Contract, all Fees shall be payable by the Customer to BinghamHall.org.uk within 30 days of the date of the invoice raised by BinghamHall.org.uk and are

non-refundable. If the customer fails to pay by the due date Bingham Hall may cease the service immediately.

4. Should the Customer wish to cancel the Service provided under the Contract at any time during the Period, no part of the Fee is refundable to the Customer.

5. All Fees quoted for Service by BinghamHall.org.uk are valid for one month only from the date of the quote having been given to the Customer. The Fee is only valid for the Contract. Any subsequent agreement entered into between the Customer and BinghamHall.org.uk must be negotiated separately and therefore a different fee may apply.

6. BinghamHall.org.uk shall be entitled to change the prices or products offered by BinghamHall.org.uk at any time.

7. BinghamHall.org.uk shall be entitled to use the Customer's logo and any other necessary intellectual property of the Customer in so far as the use thereof is required for BinghamHall.org.uk to provide the Service for the Customer.

8. The Customer shall ensure that any information published by BinghamHall.org.uk about the Customer shall comply with the requirements of all data protection legislation in force from time to time including without limitation the Data Protection Act 1998 and any variations, amendments or re-enactments thereof.

9. BinghamHall.org.uk shall ensure that any information held on registered users of the BinghamHall.org.uk website shall comply with the requirements of all data protection legislation in force from time to time including without limitation the Data Protection Act 1998 and any variations, amendments or re-enactments thereof.

10. If there is a breach of this Contract, or if the Customer provides false or misleading information for publication by BinghamHall.org.uk, breaches any data protection requirements, or breaches the Terms of Use, BinghamHall.org.uk may cease the Service immediately without prejudice to BinghamHall.org.uk right to claim damages and other relief.

11. BinghamHall.org.uk does not guarantee suitability of leads provided via the Service.

12. If there is a conflict between the Contract Form and these Terms and Conditions of Use, then the Contract Form prevails.

13. Advertisers must accept and conform to the various deadlines, technical requirements and limitations as notified to them by the publisher. Namely, the following materials must be delivered no later than four days prior to the start campaign date: - Completed and signed Confirmation of booking - Ad banners - Destination URL must be complete and functional - Alt text up to 25 characters - Contact email address.

GIF, JPEG and Flash Lead Time: four working days prior to live date. Rich Media Lead Time: 10 working days prior to live date. Acceptance of streaming advertising accepted on sight and is subject to publisher testing and approval. This Agreement is governed by and shall be construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.