

Standard Terms and Conditions of Sale – Building LINK

PUBLICATION

Subject as hereinafter provided, each item of advertising designated will appear in the Directory designated ("the directory" or "directories") as published by Building LINK, 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 planned to be published as detailed by the publisher. The total print run, circulation, distribution and publishing date for each directory is approximate and may vary. The print run, circulation quantity, distribution and publishing date are not a binding term in this agreement.

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

The Publisher may from time to time publish a second edition of product within the sales period covered by the directory. Entry or omission in this additional edition does not form part of this contract. If an advertiser has not paid by the cut off date for the additional edition, it is generally unlikely they will be included. In this contract Reasonable time means 6 months.

CONTENT OF ADVERTISEMENT

The Publisher shall have the unconditional and absolute right to delete or reject without refund the whole or any part of the item of advertising without prior notice to the Advertiser, should in the opinion of the Publisher, such item of advertising or any part of it 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 target country or of the Publisher. The Publisher will have no liability whatsoever to the Advertiser in respect of any such deletion or rejection. An administration fee (to be decided by the publisher) may be payable.

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 £75 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 processing the cancelled order.

If copy for advertising is not supplied, the publisher will at it's own discretion design a standard advert to the best of it's ability 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 this contract.

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 administration, 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.

ADVERTISERS 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, it's 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 hereby confirms that they have the legal ownership or right to use all names, logos, images, trademarks etc 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 the 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.

PUBLISHER'S 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, for any loss of profits or any other consequential loss, damage or expenses howsoever caused, resulting from any errors, omissions, inclusions whatsoever in the entry in the Directory as ordered. This includes but is not limited to the inclusion in the Directory of the free alphabetical listing of the Advertiser, design of adverts, colour of advert, placement of adverts, inclusion or exclusion of the advertisers or others from a sector or directory etc.

Multiple part orders, or orders for multiple entries (with or without associated individual terms) will be charged at a pro-rata amount of the total order, unless the order specifically specifies otherwise. Failure of the publisher to perform their responsibility as ordered in one individual part, does not negate the whole contract nor affect the validity of the other parts or the order/invoice.

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. The Advertiser hereby agrees that notwithstanding aforementioned, the maximum Publisher's liability including the Advertiser's legal and other costs will be no more than that the invoice value of each entry or relevant part of such order.

PAYMENT

The Publisher will issue an invoice for the each entry or a pro-rata invoice amount for each part of an order in the directory as and when it becomes due. The Advertiser will pay to the publisher the value of the invoice on or before the due date stated on the invoice.

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.

For the purposes of this Contact Prompt payment of invoices mean receipt of payment on the invoice due date or 14 days thereafter. After this date, a debt is considered overdue and debt collection procedures will commence. All discounts, addition sales incentive(s) and additional advertising in BUILDING LINK or other products are subject to prompt payment. If payment is not received promptly, the publisher reserves the right to remove, terminate or withdraw any discounts, inducements or incentives offered to the Advertiser if the invoice has not been paid in full.

If an outstanding invoice is still not paid, the publisher reserves the right under relevant late payment legislation to add statutory interest and reasonable charges to cover the administration of credit accounts and debts.

In the event of failure of a company to pay an invoice within reasonable time, the Directors of the company hereby agree to be jointly and severally personally liable for the debt to the publisher.

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 may 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 vendor can provide proof that the new owner has explicitly agreed to take on these commitments. In all other cases the commitments detailed in this order agreement stay with the company, but pass to the new owner. If the debt is owned by an entity other than an individual, which fails in some matter eg goes administration, winding-up, liquidation etc, the Directors of a company or owners of any other entity hereby agree to be jointly and severally liable for the debt 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 invoice, 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.

Revision History

Date	Version	Revision
27/12/2006	06/1	Initial Version
22/01/2008	08/1	Minor changes, document corrections
07/01/2009	09/1	Spelling corrections
21/03/2009	09/2	Admin fee raised to £75
06/03/2010	10/01	Amendments to charges