

## PRINT ADVERTISING TERMS AND CONDITIONS

**1. DEFINITIONS AND INTERPRETATION**

1.1 The following words and phrases have the following meanings in these terms and conditions unless the context otherwise requires.

**Advertiser:** a Trade Advertiser or Private Advertiser who promotes or advertises products or services to the public.

**Advertising:** any advertising material or promotional material supplied by, commissioned by, or produced by Friday-Ad for, the Advertiser for transmission by the internet from the Website (including without limitation advertising banners being electronic advertising whose dimensions and delivery format are agreed, customised links and sponsorship logo displays) and/or the Publication that is placed on pages of the Website, within an E-newsletter, on a Social Media Page and/or in the Publication.

**Booking Notes:** any specific requirements relating to the Advertising, as set out in the Order or otherwise agreed in writing by Friday-Ad.

**Conditions:** these terms and conditions as amended from time to time in accordance with Condition 3.3.

**Contract:** the contract between the Advertiser and Friday-Ad for the purchase and supply of the Services in accordance with these Conditions.

**Copy Deadline:** the date by which Friday-Ad must receive the Advertising as notified to the Advertiser in writing by Friday-Ad's production team.

**E-newsletter:** an electronic subscription newsletter published by Friday-Ad and distributed to an email subscriber database controlled by it, as each are identified in the Order.

**Fees:** the fees and charges payable by the Advertiser for the Services in accordance with Condition 8.

**Friday-Ad:** Friday-Ad Limited, a company registered in England and Wales under company number 2311783 and whose registered address is at London Road, Sayers Common, West Sussex, BN6 9HS.

**Order:** an order for Services submitted by the Advertiser to Friday-Ad.

**Private Advertiser:** an individual who places Advertising with Friday-Ad wholly or mainly outside the course of their business.

**Publication:** the publication published by or on behalf of Friday-Ad as identified in the Order.

**Publication Period:** the period (as specified in the Order or otherwise agreed in writing by Friday-Ad for which the Advertising is to be placed on the Website, within an E-newsletter, on a Social Media Page and/or in a Publication, until terminated in accordance with the Contract.

**Services:** the services in respect of the Advertising, and any related services agreed to be provided by Friday-Ad to the Advertiser pursuant to the Contract which may include Advertising on a Website, within an E-newsletter, on a Social Media Page and/or a Publication.

**Social Media Page:** the social media page (by way of example, a Twitter or Facebook page) operated or controlled by Friday-Ad, as identified in the Order.

**Target Views:** the total number of impressions, "click throughs" or views the Advertiser wishes the Advertising to generate within the Publication Period, as identified in the Order.

**Trade Advertiser:** any person or entity placing Advertising with Friday-Ad in the course of their business and who is not a Private Advertiser.

**Website:** the website operated or controlled by Friday-Ad, as identified in the Order.

1.2 Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.3 A reference to writing or written includes email.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 Unless the context requires otherwise, words importing the singular shall include the plural and the same shall apply the other way round.

## **2. APPLICATION OF THESE CONDITIONS**

- 2.1 The Order constitutes an offer by the Advertiser to purchase the Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted at the earlier of Friday-Ad: (a) issuing written acceptance of the Order (by way of order confirmation) or (b) publishing the Advertising on the Website, within an E-newsletter, a Social Media Page and/or in a Publication (as the case may be), at which point and on which date the Contract shall come into existence.
- 2.3 If Friday-Ad is unable to accept the Order, it will inform the Advertiser of this and will not charge the Advertiser for the Services. This might be because of unexpected limits on Friday-Ad's resources which it could not reasonably plan for, because a credit reference Friday-Ad has obtained for the Advertiser does not meet its minimum requirements, because Friday-Ad has identified an error in the price or description of the Services or because Friday-Ad is unable to meet the Publication Period the Advertiser has specified.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Advertiser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Friday-Ad shall not constitute an offer, and is only valid for a period of thirty (30) days from its date of issue.

## **3. CHANGES TO THE SERVICES AND THESE CONDITIONS**

- 3.1 If an Advertiser wishes to make a change to the Services, it should contact Friday-Ad. Friday-Ad will let the Advertiser know if the change is possible. If it is possible Friday-Ad will let the Advertiser know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of the requested change and ask the Advertiser to confirm whether they wish to go ahead with the change. If Friday-Ad cannot make the change or the consequences of making the change are unacceptable to an Advertiser, the Contract will remain unchanged.
- 3.2 Friday-Ad may change the Services:
- 3.2.1 to reflect changes in relevant laws and regulatory requirements (for example, if Brexit impacts on the delivery of the Services); and
- 3.2.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect the Advertiser's use of the Services.
- 3.3 Friday-Ad may amend these Conditions at any time by giving written notice to the Trade Advertiser. Any Orders placed by the Trade Advertiser prior to the implementation of amendments shall be governed by the Conditions prevailing on the date of the Order.

## **4. INFORMATION ABOUT FRIDAY-AD**

- 4.1 Friday-Ad Limited is a company registered in England and Wales. Its company registration number is 02311783 and its registered office is at London Road, Sayers Common, West Sussex, BN6 9HS. Its registered VAT number is GB508874516.
- 4.2 An Advertiser can contact Friday-Ad by telephoning its customer service team at 01646 689360 or by writing to it at support@friday-ad.co.uk or Friday-Ad Ltd, London Road, Sayers Common, West Sussex, BN6 9HS..
- 4.3 If Friday-Ad has to contact the Advertiser it will do so by telephone or by writing to the Advertiser at the email address or postal address it provided to Friday-Ad in the Order.

## **5. THE SERVICES AND THE ADVERTISER'S OBLIGATIONS**

- 5.1 The Advertiser undertakes and warrants to Friday-Ad that:

- 5.1.1 the reproduction and/or publication of the Advertising by Friday-Ad as originally submitted or as amended pursuant to Condition 6 will not breach any contract or infringe or violate any copyright, trade mark, or any other intellectual property or other personal or property rights of any person or render Friday-Ad liable to any proceedings whatsoever;
- 5.1.2 any information supplied by the Advertiser in connection with the provision of the Services is accurate, complete and true in all respects;
- 5.1.3 in respect of any Advertising which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;
- 5.1.4 the Advertising complies with the requirements of all relevant laws, rules and regulations for the time being in force or which may be applicable in such jurisdiction as the Advertising shall be made available;
- 5.1.5 the Advertising is legal, decent, honest and truthful and complies with all relevant codes relating to advertising as may be appropriate including (but not limited to) the UK Code of Non-Broadcast Advertising and Direct Promotional Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority, or such other equivalent organisation;
- 5.1.6 in relation to any financial promotion, as defined under the Financial Services and Markets Act 2000 (the Act), the Advertiser has ensured that it is, and/or the Advertising has been, approved by an authorised person within the meaning of the Act or the Advertising is otherwise permitted under the Act, under the Financial Promotion Order 2001 under any other legislation subordinate to the Act; and
- 5.1.7 the Advertising shall not contain any data, image or other material which:
- a) is offensive, obscene or indecent, or is capable of being resolved into obscene or indecent images or material;
  - b) is defamatory, sexist, threatening or racially, ethnically or otherwise objectionable;
  - c) is designed or likely to cause annoyance, inconvenience, unwanted attention or needless anxiety to any other person;
  - d) is designed to or is likely to cause disruption to any computer system or to any network; and
  - e) is illegal or is likely to induce an illegal act; and
- 5.1.8 it has authority to enter into and implement the Contract.
- 5.2 The Advertiser shall provide the Advertising to Friday-Ad promptly and no later than the Copy Deadline, and in such format expressly specified by Friday-Ad, without further reminder by Friday-Ad.
- 5.3 Friday-Ad shall be entitled at any time without notifying the Advertiser to make changes to the Services which are necessary to comply with any applicable security or other statutory requirements and shall determine the manner in which the Services are provided.
- 5.4 Friday-Ad shall use reasonable commercial efforts to maintain the availability of the Website 24 (twenty four) hours per day, 7 (seven) days per week.

## **6. ACCEPTANCE AND USE OF ADVERTISING**

- 6.1 All contents of Advertising are subject to Friday-Ad's approval. Friday-Ad does not undertake to review the contents of any Advertising and any such review and approval by Friday-Ad shall not be deemed to constitute an acceptance by Friday-Ad that such Advertising is provided in accordance with these Conditions nor will it constitute a waiver of Friday-Ad's rights under the Contract.
- 6.2 Friday-Ad:
- 6.2.1 shall, following its acceptance of the Advertising, perform the Services on the Website, E-newsletter, Social Media Page and/or the Publication (as the case may be) for the Publication Period, in accordance with any requirements set out in the Booking Notes, subject to the provisions of the Contract;
- 6.2.2 reserves the right at its sole discretion to decline to publish or to omit, suspend or change the position and/or contents of any Advertising accepted by it;
- 6.2.3 may, without relaxing or reducing the Advertiser's warranties and obligations set out in Condition 5, refuse or require to be amended any artwork, materials or copy for or relating to Advertising so as to comply with the legal or moral obligations placed upon Friday-Ad or to avoid infringing a third party's rights or any statutory or regulatory requirements; and

6.2.4 reserves the right at any time during the Publication Period to remove the Advertising from the Website, E-newsletter, Social Media Page and/or the Publication (as the case may be) if Friday-Ad reasonably considers the Advertising breaches any applicable laws or the rights of any third party or is prejudicial to the interests of Friday-Ad and/or its business.

6.3 It is the responsibility of the Advertiser to check the accuracy of the Advertising and, without affecting the provisions of Condition 9, Friday-Ad assumes no responsibility for the repetition of an error in the Advertising.

## **7. SOCIAL MEDIA CAMPAIGNS**

7.1 This Condition 7 shall apply where Friday-Ad is to publish Advertising on a Social Media Page and the Advertiser wishes the Advertising to continue until the Target Views are achieved.

7.2 If Friday-Ad, acting reasonably, considers that the Target Views will not be achieved prior to expiry of the Publication Period, Friday-Ad shall provide a draft Change Order (as defined in the next sentence) to the Advertiser proposing changes to the Services which may enhance traffic to the Social Media Page so that the Target Views may be achieved. A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on: (a) the Services; (b) the Fees; (c) the Publication Period; and (d) any of the terms of the Contract. No proposed changes shall come into effect until a Change Order has been signed by both parties and, once duly signed, that Change Order shall amend the Contract, accordingly.

## **8. PAYMENT**

8.1 Friday-Ad will charge the Advertiser the Fees based on its rate card in force at the time of formation of the Contract or such other amount agreed between the parties in writing.

8.2 Friday-Ad may invoice the Advertiser for all or any part of the Fees at any time after acceptance of the Order.

8.3 Unless otherwise agreed between the parties, the Advertiser shall pay all invoices for the Fees in full prior to the Advertising being published on the Website and, in any event, no later than 30 (thirty) days from the date of invoice. Time of payment shall be of the essence.

8.4 All sums due in respect of the Fees are exclusive of Value Added Tax or other applicable sales tax, which the Advertiser shall pay in addition to the Fees.

8.5 If the Advertiser fails to make any payment due to Friday-Ad under the Contract by the due date for payment, then the Advertiser shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Advertiser shall pay the interest together with the overdue amount.

8.6 The Advertiser shall additionally pay all expenses Friday-Ad may incur in collecting arrears on overdue payments whether or not proceedings have been taken and regardless of the outcome of such proceedings.

8.7 The Advertiser shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

## **9. LIABILITY AND TRADE ADVERTISERS**

9.1 This Condition 9 shall apply if the Advertiser is a Trade Advertiser.

9.2 Nothing in the Contract shall limit or exclude either party's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

9.3 Subject to Condition 9.2, Friday-Ad shall not be liable to the Trade Advertiser, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of damage to goodwill; and (g) any indirect or consequential loss.

9.4 If Friday-Ad provides any estimates or targets relating to:

9.4.1 the number, proportion or type of online users likely to be exposed to the Advertising placed on the Website or within the E-newsletter, or Target Views; and/or

9.4.2 the number of exposures each such online user is likely to receive,

the Trade Advertiser acknowledges and agrees that such estimates or targets are ultimately beyond Friday-Ad's control and, accordingly, Friday-Ad shall not be liable for any costs or losses incurred by the Trade Advertiser or by any third party as a result of the Trade Advertiser's reliance on such estimates and targets. Friday-Ad does not, under any circumstance, provide a guarantee to the Trade Advertiser that its provision of the Services will result in such estimates or targets being achieved.

9.5 Friday-Ad will not be liable for any loss of copy, artwork, photographs, data or other materials which the Trade Advertiser supplies to it and the Trade Advertiser shall be responsible for retaining in its possession sufficient quality and quantity of such materials for whatever purposes it may require.

9.6 Subject to Conditions 9.2 to 9.5 inclusive, Friday-Ad's total liability (whether in contract, tort or otherwise) under or in connection with the Contract or based on any claim for indemnity or contribution shall be limited to the Fees (excluding any VAT, duty, sales or similar taxes) paid by the Trade Advertiser to Friday-Ad for the Services.

9.7 This Condition 9 shall survive termination or expiry of the Contract.

## **10. LIABILITY AND PRIVATE ADVERTISERS**

10.1 This Condition 10 shall apply if the Advertiser is a Private Advertiser.

10.2 If Friday-Ad fails to comply with these Conditions, Friday-Ad is responsible for loss or damage the Private Advertiser suffers that is a foreseeable result of Friday-Ad breaking the Contract or Friday-Ad's failing to use reasonable care and skill, but Friday-Ad is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both Friday-Ad and the Private Advertiser knew it might happen, for example, if the Private Advertiser discussed it with Friday-Ad during the sales process.

10.3 Friday-Ad does not exclude or limit in any way its liability to a Private Advertiser where it would be unlawful to do so. This includes liability for death or personal injury caused by Friday-Ad's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Private Advertiser's legal rights in relation to the Services.

10.4 Friday-Ad is not liable for business losses. Friday-Ad supplies the Services to a Private Advertiser for domestic and private use. If the Private Advertiser uses the Services for any commercial, business or re-sale purpose Friday-Ad will have no liability to the Private Advertiser for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **11. INTELLECTUAL PROPERTY**

11.1 Except as provided in the Contract, Friday-Ad retains all right, title and interest in and to the content of the Website, E-newsletter, Social Media Page and/or Publication including without limitation copyrights, trade marks and other intellectual property rights.

11.2 The Advertiser retains all rights, title and interest in and to the Advertising, including without limitation copyrights, trade marks, database rights and other intellectual property rights.

11.3 The Advertiser grants to Friday-Ad a royalty-free, non-exclusive licence to use, publish and reproduce the Advertiser's name, logo, trade marks and brands to the extent necessary to enable Friday-Ad to comply with its obligations under the Contract.

11.4 Any ideas, concepts, know-how or techniques developed by Friday-Ad or obtained during the performance of the Services will be owned exclusively by Friday-Ad.

## **12. ENDING THE CONTRACT: PRIVATE ADVERTISERS**

12.1 This Condition 12 shall apply if the Advertiser is a Private Advertiser.

12.2 If the Service the Private Advertiser has bought is mis-described, they may have a legal right to end the Contract (or to get the Service re-performed or to get some or all of their money back).

12.3 If the Private Advertiser wants to end the Contract because of something Friday-Ad has done or has told the Private Advertiser it is going to do, see Condition 12.6;

12.4 If the Private Advertiser has just changed their mind about the Services, see Condition 12.7. The Private Advertiser may be able to get a refund if they are within the cooling-off period, but this may be subject to deductions;

12.5 In all other cases (if Friday-Ad is not at fault and there is no right to change the Private Advertiser's mind), see Condition 12.10.

- 12.6 If the Private Advertiser is ending the Contract for a reason set out at Conditions 12.6.1 to 12.6.5 below, the Contract will end immediately and Friday-Ad will refund the Private Advertiser in full for any Services which have not been provided and the Private Advertiser may also be entitled to compensation. The reasons are:
- 12.6.1 Friday-Ad has told the Private Advertiser about an upcoming change to the Services or these Conditions which the Private Advertiser does not agree to;
- 12.6.2 Friday-Ad has told the Private Advertiser about an error in the price or description of the Services the Private Advertiser has ordered and it does not wish to proceed;
- 12.6.3 there is a risk that supply of the Services may be significantly delayed because of events outside Friday-Ad's control;
- 12.6.4 Friday-Ad has suspended supply of the Services for technical reasons, or Friday-Ad notifies the Private Advertiser it is going to suspend them for technical reasons, in each case for a period of more than 2 weeks; or
- 12.6.5 the Private Advertiser has a legal right to end the Contract because of something Friday-Ad has done wrong.
- 12.7 For most Services bought online or at a distance, the Private Advertiser has a legal right to change their mind within 14 days and receive a refund. These rights, provided for under the Consumer Contracts Regulations 2013, are explained in more detail in Conditions 12.8 and 12.9 inclusive.
- 12.8 A Private Advertiser does not have a right to change their mind in respect of Services, once these have been completed, even if the cancellation period is still running.
- 12.9 A Private Advertiser has 14 days after the day Friday-Ad writes to them to confirm Friday-Ad has accepted their Order to change their mind. However, once Friday-Ad has completed the Services, the Private Advertiser cannot change their mind, even if the period is still running. If the Private Advertiser cancels after Friday-Ad has started the Services, the Private Advertiser must pay Friday-Ad for the Services provided up until the time they tell Friday-Ad that they have changed their mind.
- 12.10 Even if Friday-Ad is not at fault and the Private Advertiser does not have a right to change their mind, the Private Advertiser can still end the Contract before it is completed, but they may have to pay Friday-Ad compensation. A contract for services is completed when Friday-Ad has finished providing the Services and the Private Advertiser has paid for them. If the Private Advertiser wants to end the Contract before it is completed where Friday-Ad is not at fault and they have not changed their mind, the Private Advertiser should contact Friday-Ad to let it know. The Contract will end immediately and Friday-Ad will refund any sums paid by the Private Advertiser for Services not provided but Friday-Ad may deduct from that refund (or, if the Private Advertiser has not made an advance payment, charge them) reasonable compensation for the net costs Friday-Ad will incur as a result of the Private Advertiser ending the Contract.
- 12.11 If the Private Advertiser wants to end the Contract, for whatever reason, they must inform Friday-Ad by doing one of the following:
- 12.11.1 Phone or email. The Private Advertiser should call customer services on 01646689360, email [support@friday-add.co.uk](mailto:support@friday-add.co.uk) or write to Friday-Ad Ltd, London Road, Sayers Common, West Sussex, BN6 9HS. The Private Advertiser should, if possible, provide their name, home address, details of the Order and, where available, their phone number and email address.
- 12.11.2 Online. The Private Advertiser should complete the form [INSERT LINK TO ONLINE FORM] on the Website.
- 12.11.3 By post. The Private Advertiser should print off the form [INSERT LINK TO PRINTABLE FORM] and post it to Friday-Ad at the address on the form. Or simply write to Friday-Ad at that address, including details of what the Private Advertiser bought, when it was ordered or received and their name and address.
- 12.12 Friday-Ad will make any refunds due to the Private Advertiser as soon as possible. If the Private Advertiser is exercising their right to change their mind then their refund will be made within 14 days of their telling Friday-Ad they have changed their mind.
- 12.13 If Friday-Ad ends the Contract because the Private Advertiser breaks it, Friday-Ad will refund any money the Private Advertiser has paid in advance for Services Friday-Ad has not provided but Friday-Ad may deduct or charge the Private Advertiser reasonable compensation for the net costs Friday-Ad will incur as a result of the Private Advertiser breaking the Contract.
- 12.14 Friday-Ad is under a legal duty to supply Services to a Private Advertiser that are in conformity with the Contract.
- 12.15 Nothing in these Conditions will affect the Private Advertiser's legal rights. A Private Advertiser can obtain information about those rights by visiting the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or calling 03454 04 05 06.

**13. ENDING THE CONTRACT: TRADE ADVERTISERS**

- 13.1 This Condition 13 shall apply if the Advertiser is a Trade Advertiser.
- 13.2 Without limiting its other rights or remedies, Friday-Ad may terminate the Contract by giving written notice to the Trade Advertiser if:
- 13.2.1 the Trade Advertiser fails to pay any amount to Friday-Ad due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - 13.2.2 the Trade Advertiser commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 (fourteen) days of being notified in writing to do so;
  - 13.2.3 any of the warranties or representations given by the Trade Advertiser contained in the Contract are false or inaccurate in any material way;
  - 13.2.4 the Advertising breaches any applicable laws or the rights of any third party or is prejudicial to the interests of Friday-Ad;
  - 13.2.5 the Trade Advertiser 's financial position deteriorates to such an extent that in Friday-Ad's opinion the Advertiser's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
  - 13.2.6 the Trade Advertiser takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
  - 13.2.7 the Trade Advertiser ceases or threatens to cease to carry on business.
- 13.3 A Trade Advertiser may cancel the Contract without cause on giving one month's written notice to Friday-Ad.
- 13.4 On termination of the Contract for any reason:
- 13.4.1 Friday-Ad will be entitled to immediately suspend publication of, or remove, the Advertising;
  - 13.4.2 the Trade Advertiser shall pay Friday-Ad, on demand, any amounts due to Friday-Ad under the Contract;
  - 13.4.3 the accrued rights, remedies, obligations and liabilities of Friday-Ad as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
  - 13.4.4 any Conditions which expressly or by implication survive termination shall continue in full force and effect.
- 13.5 If the Trade Advertiser terminates the Contract pursuant to Condition 13.3, Friday-Ad will, within thirty days of the date of termination, refund the Trade Advertiser that proportion of the Fees paid which relate to the remainder of the Publication Period had it not expired less an administration fee equal to 20% of that amount.

**14. INDEMNITY**

- 14.1 This Condition 14 shall apply if the Advertiser is a Trade Advertiser.
- 14.2 If the Advertiser is a Trade Advertiser, it shall indemnify and keep Friday-Ad fully and effectively indemnified against any liability (which liability shall include, without limitation, all losses, costs, claims, demands, actions, damages, legal and other professional fees and expenses on a full indemnity basis) which Friday-Ad may suffer or incur as a result of any Advertising, the infringement of any intellectual property rights of any third party, or by reason of any breach or non-fulfilment of any of the Trade Advertiser's obligations in respect of the Contract.

**15. DATA PROTECTION**

- 15.1 Friday-Ad may collect and process personal data (as defined in the Data Protection Act 2018) about the Private Advertiser or the Trade Advertiser or its directors, employees and sub-contractors, as the context requires, in connection with the Contract and will use the personal data in accordance with its Privacy Policy [insert link]. The Trade Advertiser undertakes to provide all notices and any necessary consents for the transfer of personal data to Friday-Ad in order that it may perform the Contract and, if the Advertiser has given or obtained consent, to send marketing communications.

A Private Advertiser or a Trade Advertiser or its directors, employees and sub-contractors may ask Friday-Ad not to process their personal data for marketing purposes and can exercise this right at any time by emailing support@friday-ad.co.uk.

## **16. UNFORESEEN EVENTS**

- 16.1 An Unforeseen Event means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, labour dispute, labour shortage, power shortage, ceasing to be entitled to access the internet for whatever reason, server crashes, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency.
- 16.2 If a party is wholly or partially prevented from carrying out its obligations under the Contract (excluding the Advertiser's obligations to pay the Fees or other charges) by the occurrence of an Unforeseen Event, then that party's obligation to perform in accordance with this Contract will be suspended for the duration of the Unforeseen Event.
- 16.3 As soon as practicable after the Unforeseen Event arises, the party affected by the Unforeseen Event must notify the other party of the extent to which the notifying party is unable to perform its obligations under the Contract.

## **17. NOTICES**

- 17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this Condition 17.1, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 17.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day from its date of issue after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, the next working day after transmission.
- 17.3 A working day, for the purposes of this Condition 17, shall mean a day other than a Saturday, Sunday or public holiday when banks in London are open for business.

## **18. GENERAL**

- 18.1 No one other than a party to the Contract shall have any right to enforce any of its terms.
- 18.2 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 18.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. Nothing in this Condition shall limit or exclude any liability for fraud.
- 18.4 The Advertiser shall not assign the Contract or any part of it to any person, firm or company without Friday-Ad's prior written consent.
- 18.5 Failure or delay by a party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract. Any waiver by a party shall not be deemed a waiver of any subsequent breach.
- 18.6 If an Advertiser has any questions or complaints about the Services, it should contact Friday-Ad. An Advertiser can telephone Friday-Ad's customer service team at 01646 689360 or write to it at support@friday-ad.co.uk or Friday-Ad Ltd, London Road, Sayers Common, West Sussex, BN6 9HS.
- 18.7 Friday-Ad and Trade Advertisers acknowledge and agree the Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

- 18.8 Friday-Ad and Private Advertisers acknowledge and agree the Contract is governed by English law and either can bring legal proceedings in respect of the Services in the English courts. If the Private Advertiser lives in Scotland they can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If the Private Advertiser lives in Northern Ireland they can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.
- 18.9 A Private Advertiser who enters into the Contract online can submit a dispute for online resolution to the European Commission Online Dispute Resolution platform.

Friday-Ad Limited