

**Advertisers T&Cs**  
**Birdy Publications Ltd (T/A My Voucher Book)**

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions:

**This Agreement:** these terms and conditions and the Booking Form.

**The Publisher:** means Birdy Publications Ltd any other trading or company name as may be established of: 11A Sunray Avenue, Felixstowe, Suffolk, IP11 9QG.

**Customer:** the person, firm or company who purchases Services from The Publisher.

**Deliverables:** all Documents and materials developed by The Publisher in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

**Document:** includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**Editorial Content:** means all content contained in any of The Publisher's Publications and app other than the Customer's Marketing Material.

**Marketing Material:** all Documents, information and materials provided by the Customer relating to the Services including (without limitation) adverts, proofs and contact details.

**Intellectual Property Rights:** all copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, data base rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Person:** any individual, firm, partnership, association, company incorporated or unincorporated body, organisation, local authority and any other such body.

**Pre-existing Materials:** all Documents, information and materials provided by The Publisher relating to the Services which existed prior to the commencement of this Agreement including computer programs, data, reports and specifications.

**Publications:** all books and magazines produced and managed by The Publisher including but not limited to 'The Felixstowe & Woodbridge Magazine' and 'The Birdy Publications Ltd website'.

**Publication Deadline:** the date being five days prior to the printing of the Publication or such other date as The Publisher may direct.

**Fees:** the fee to be charged to the Customer by The Publisher for the provision of the Services as set out in the Booking Form or email confirmation that the Customers booking be accepted and processed.

**Product and Services:** the services to be provided by The Publisher under this Agreement as set out in the Booking Form or written confirmation of booking (including by website submission. All Products and Services produced and managed by The Publisher including but not limited to 'The Felixstowe & Woodbridge Magazine' and 'The Birdy Publications Ltd website', 'The Felixstowe Magazine website and magazine', 'MyRewards.me website', 'MyRewards app', 'MyVoucherBook website and book'.

**Website Booking Form:** the method by which a Customer books subscription, membership or advertising on any of the websites associated to the Products and Services of Birdy Publications Ltd.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 A reference to writing or written includes faxes, e-mail and online bookings/correspondence.

**2. APPLICATION OF CONDITIONS**

2.1 This Agreement shall prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's acceptance of a quotation for Products or Services by The Publisher constitutes an offer by the Customer to purchase the Product or Services. No offer placed by the Customer shall be accepted by The Publisher other than:

(a) by receipt of a Booking Confirmation e-mail with Term and Conditions attached; or

(b) by The Publisher starting to provide the Product or Services,

(c) when a contract for the supply and purchase of the Product or Services on this Agreement will be established. The Customer's standard terms and conditions (if any) shall not govern this Agreement.

2.3 Quotations are given by The Publisher on the basis that no contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that The Publisher has not previously withdrawn it.

2.4 These Terms & Conditions shall be deemed accepted by the Customer if the course of business between The Publisher and the Customer commences prior to agreeing to these Terms & Conditions in writing.

**3. COMMENCEMENT AND DURATION**

3.1 The Product and Services supplied under this Agreement shall be provided by The Publisher or their agents/subcontractors to the Customer from the date specified in the Booking Confirmation e-mail or Website Booking Form. The Product and Services supplied under this Agreement shall continue as detailed in the Booking Confirmation e-mail or Website Booking Form.

3.2 For the avoidance of doubt, this Agreement shall commence on the date on which the Booking Confirmation was received.

**4. THE PUBLISHER'S OBLIGATIONS**

4.1 The Publisher shall use reasonable endeavours to provide the Product and Services, and to deliver the Deliverables to the Customer, in accordance with the Booking Confirmation e-mail or Website Booking Form.

4.2 The Publisher shall use reasonable endeavours to meet any performance dates specified in the Booking Confirmation e-mail or Website Booking Form but any such dates shall be estimates only and time shall not be of the essence for performance of the Product or Services.

**5. CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall:

(a) Co-operate with The Publisher in all matters relating to the Product and Services;

(b) Provide to The Publisher, in a timely manner, such Marketing Material and other information as The Publisher may require and that any information is provided to The Publisher by the Publication Deadline. Any such Marketing Material not provided by the Publication Deadline shall not be incorporated in the Publication but may be included in the subsequent Publication.

(c) Ensure that all Marketing Material and other information it is accurate in all material respects;

(d) To ensure that any Marketing Material does not infringe defame or damage any rights of any third party and that all necessary consents and permissions have been obtained.

(e) To ensure that any digital images are provided to a recommended 300 DPI or other such resolution as The Publisher may stipulate.

(f) Deliver all Marketing Material to the Publisher by the 10th of the month prior to the Publication Deadline.

5.2 If The Publisher's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, The Publisher shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to The Publisher, on demand, all reasonable costs, charges or losses sustained or incurred by The Publisher (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to The Publisher confirming such costs, charges and losses to the Customer in writing.

**6. EDITORIAL CONTENT**

6.1 The Publisher reserves the right to refuse any Marketing Material to be included in a Publication at their absolute discretion.

6.2 The Publisher may alter/amend any content of the Customer's Marketing Material or request changes be made by the Customer at any time prior to the Publication Deadline. Any such amendments shall be verified by The Publisher and made available to The Publisher by the Publication Deadline.

6.3 The Publisher does not guarantee specific location/placement of Marketing Material placed in any Publication except where the Customer has reserved and paid for a premium location as specified in the Booking Confirmation or Website Booking Form.

6.4 The Publisher reserves the right to change the style, production frequency, distribution, Editorial Content of any of its Publications.

6.5 The Publisher may from time to time include Customer's Marketing Material in other Publications at its discretion.

**7. SERVICE FEE, PAYMENT AND CANCELLATION**

7.1 In consideration of the provision of the Services provided by The Publisher, the Customer shall pay the Fees as specified in the Booking Confirmation.

7.2 New Customers shall pay in advance for Products and Services at the time of receiving the Booking Confirmation.

7.3 Existing Customers may apply for account facilities which are granted at The Publisher's absolute discretion according to The Publisher's payment terms of 14 days from date of the Booking Confirmation or prior to the Publication Deadline, which ever is the sooner. Outstanding invoices for Products and Services not paid as set out above may be cancelled at The Publisher's absolute discretion.

7.4 The Publisher reserves the right to review and increase its fees at any time.

7.5 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay The Publisher on the due date, The Publisher may:

(a) Charge interest on such sum from the due date for payment at the annual rate of 8% accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Publisher may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

(b) Suspend all Products and Services until payment has been made in full.

7.6 Time for payment shall be of the essence in this Agreement.

7.7 All sums payable to The Publisher under this Agreement shall become due immediately on its termination, despite any other provision. This condition 7.7 is without prejudice to any right to claim for interest under the law, or any such right under this Agreement.

7.8 The Publisher may, without prejudice to any other rights it may have, set off any liability of the Customer to The Publisher against any liability of The Publisher to the Customer.

7.9 The Customer may at any time prior to the Publication Deadline cancel the Services by written notice to The Publisher. If the Customer cancels a booking The Publisher reserves the right to charge a cancellation fee. Definitive cancellation charges due can only be confirmed after the intended Publication Deadline, when The Publisher may reduce the charge where alternative bookings have been secured. In the event of The Publisher unsuccessfully re-selling the booking space, cancellation charges will be made as follows:

Period of notice Charge

Over 90 days 20%

28-90 days 50%

15 - 27 days 75%

14 days or less Full charge

**8. INTELLECTUAL PROPERTY RIGHTS**

8.1 As between the Customer and The Publisher, all Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by The Publisher. Subject to condition 8.2, The Publisher licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Products and Services. If this Agreement terminates, this licence shall automatically terminate.

8.2 The Customer acknowledges that, where The Publisher does not own any Pre-existing Materials, the Customer's use of Pre-existing Materials is conditional on The Publisher obtaining a written licence (or sub-licence) from the relevant licensor or licensors on such terms as will entitle The Publisher to license such rights to the Customer.

**9. CONFIDENTIALITY AND THE PUBLISHER'S PROPERTY**

9.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications or initiatives which are of a confidential nature and have been disclosed to the Customer by The Publisher, its employees, agents, consultants or sub contractors and any other confidential information concerning The Publisher's business or its services which the Customer may obtain.

9.2 The Customer may disclose such information:

(a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under this Agreement; and

(b) as may be required by law, court order or any governmental or regulatory authority.

9.3 The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 9.

9.4 The Customer shall not use any such information for any purpose other than to perform its obligations under this Agreement.

**10. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

10.1 This condition 10 sets out the entire financial liability of The Publisher (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

(a) Any breach of this Agreement;

(b) Any use made by the Customer of the Services, the Deliverables or any part of them; and

(c) Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

10.3 Nothing in this Agreement limits or excludes the liability of The Publisher:

(a) For death or personal injury resulting from negligence; or

(b) For any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by The Publisher; or

10.4 Subject to condition 10.2 and condition 10.3

(a) The Publisher shall not be liable for:

(i) loss of profits; or

(ii) loss of business; or

(iii) depletion of goodwill and/or similar losses; or

(iv) loss of anticipated savings; or

(v) loss of goods; or

(vi) loss of contract; or

(vii) loss of use; or

(viii) loss of corruption of data or information; or

(ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) The Publisher's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of this Agreement shall be limited to the price paid for the Services.

10.5 The Publisher cannot be held responsible for any Marketing Material published in any Publication that is incorrect. It is the Customer's responsibility to ensure all Marketing Material provided to The Publisher for inclusion in a Publication is correct and accurate.

10.6 A proof copy of all Marketing Material will be emailed to Customers. The proof copy is deemed approved by the Customer if no response is received by The Publisher prior to the Publication Deadline. Customers without email facility are invited to visit The Publisher's premises prior to the Publication Deadline to view proof copies. Failure to view copy will be deemed as acceptance of the Marketing Material.

10.7 The Publisher cannot be held responsible for delays to distribution of the Publication by The Publisher or any of its suppliers.

**11. FORCE MAJEURE**

The Publisher shall have no liability to the Customer under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of The Publisher or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, or foreclosure of any bank or building society beyond the financial limit secured by the Bank of England.

**12. VARIATION**

12.1 The Publisher may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Product and Services and, where practicable, it will give the Customer reasonable notice of any change.

12.2 Subject to condition 12.1, no variation of this Agreement or this Agreement or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

**13. WAIVER**

13.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

13.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

**14. SEVERANCE**

14.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

14.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

**15. ENTIRE AGREEMENT**

15.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

15.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract) provided in this Agreement.

15.3 Nothing in this condition shall limit or exclude any liability for fraud.

**16. ASSIGNMENT**

16.1 The Customer shall not, without the prior written consent of The Publisher, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under this Agreement.

16.2 The Publisher may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

16.3 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

**17. NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**18. RIGHTS OF THIRD PARTIES**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

**19. NOTICES**

19.1 Any

(a) legal notice shall not be binding unless in writing and may be given by hand delivery or prepaid first class post only;

(b) other notice or other communication given or made under this Agreement shall be in writing and may be given by either hand delivery, prepaid first class post, facsimile transmission or electronic mail.

19.2 Any such notice which is given in accordance with condition 19.1 above, shall be deemed to have been received with the other party in accordance with the contact details set out in the Instruction Form or at any such address or contact details as shall be provided by the parties in writing from time to time:

(a) at the time of delivery if delivered by hand;

(b) on the second working day following the day of sending the notice by prepaid first class post; or

(c) on despatch in the case of a facsimile transmission or electronic mail, provided that the sender does not receive any indication that the electronic mail message or facsimile transmission has not been successfully transmitted to the intended recipient.

**20. GOVERNING LAW AND JURISDICTION**

20.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter.

**21. DATA PROTECTION**

21.1 Birdy Publications Ltd is registered with the Data Protection ICO (Information Commissioner's Office). We collect the personal data that you volunteer on forms you submit to us (for example in registering for membership services), and in emails you send to us, or that you verbally tell us, where you can book advertising. We will collect your name, contact and billing information, transaction and credit card information.

21.2 If you choose to connect with us via a Social Network (twitter, facebook etc.), you acknowledge consent to our use of tagging, sharing and posting with links to you as necessary.

21.3 We require this information to understand your needs and provide you with a better service. We will also use it to send you the services or news, sending you invoices, and so on.

21.4 We may contact you for market research purposes or to give you information about new features on the website or in our publications or app. You will only be contacted if we have had previous communications, in which case it is assumed that you have given us authority to communicate with you, or if we have not yet made any communications to you and wish to open discussion about our services. You can ask to be taken off our data base so you do not receive any correspondence by email, letter, verbal or otherwise. We will ensure that your personal data will not be disclosed to third parties unless you have consented to such disclosure; or we are required to do so by law; or we receive a court order requesting or directing us to do so; or we reasonably believe that you may be in breach of any applicable law (such as but not limited to posting content that is defamatory), when we may provide your personal data to the relevant third party or their legal representative. Your personal data may be disclosed to other companies within the staff of Birdy Publications Ltd, or any of our contracted team who use the data to perform their job role.

21.5 You may request details of personal information which we hold about you under the Data Protection Act 1998. If you would like a copy of the information, please write to Data Protection, Birdy Publications Ltd, 11A Sunray Avenue, Felixstowe, Suffolk, IP11 9QG, or email info@birdypublications.com. A £10 fee is payable for all requests made under the Data Protection Act.

21.6 If you believe that any information we are holding on you is incorrect, please write to us above, and without charge. We will correct any information, which was found to be incorrect within 28 days but not without charge.

21.7 If you have agreed to the disclosure of personal information and to receiving marketing and promotional information, but no longer wish to do so, then please contact us at info@birdypublications.com or call 07929 979 073.

21.8 If you are unhappy with our response, you can ask the Information Commissioner to assess whether the requirements of the Data Protection Act have been met. Write to The Information Commissioner at Wycliff House, Water Lane, Wilmslow, Cheshire SK9 5AF.

21.9 We are committed to ensuring that information you have volunteered to us, which is not otherwise available, is secure. In order to prevent unauthorised access or disclosure we have put in place physical, electronic and managerial procedures to safeguard and secure the information we collect on-line. All employees who have access to your personal data are contractually obliged to respect your confidentiality. We have put in place technology measures and security policies and procedures to protect personal information from unauthorised access, improper use, alteration, unlawful or accidental destruction or accidental loss.

**22. NOTIFICATIONS**

22.1 Notifications of change of policies, Products/Services, news, company offers and links to Products/Services, is an additional service to our Customers. Your email will be added to our mailing list (with MailChimp) for this purpose. These notifications can be unsubscribed to at any time the Customer chooses to, either by clicking the 'Unsubscribe' button, or sending written confirmation to unsubscribe by emailing, info@birdypublications.com or writing to Birdy Publications Ltd, 11A Sunray Avenue, Felixstowe, Suffolk, IP11 9QG.

22.2 Notifications can be made by phone if deemed necessary by Birdy Publications Ltd. Customers can opt out of phone notifications by emailing, info@birdypublications.com or writing to Birdy Publications Ltd, 11A Sunray Avenue, Felixstowe, Suffolk, IP11 9QG.