



Advertising Terms and Conditions

1. INTERPRETATION

1.1. Definitions

In this Agreement the following words and expressions shall have the meaning set out below and other capitalised words shall have the meaning set out in the Campaign Booking Agreement:

Advertiser	the entity or individual who enters into the Campaign Booking Agreement with School Notices
Advertiser Default	has the meaning set out in Clause 4.2
Advertiser's Materials	
Agreement	the contract between School Notices and the Advertiser for the supply of Services as set out in the Campaign Booking and subject to these Conditions
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business
CampaignBooking Agreement	the Advertiser's request for certain Services as set out in the form supplied by School Notices
Charges	the charges (including the Price plus VAT and any expenses) payable by the Advertiser for the supply of the Services in accordance with Clause 5
Commencement Date	has the meaning given in Clause 2.2
Conditions	these advertising terms and conditions as amended from time to time in accordance with Clause 11.5
Data Controller	has the meaning set out in section 1(1) of the Data Protection Act 1998
Data Processor	has the meaning set out in section 1(1) of the Data Protection Act 1998
Deliverables	the deliverables set out in the Campaign Booking Agreement to be supplied by the Advertiser for use by School Notices in the provision of the Services to the Advertiser
Intellectual Property Rights	patents, [utility models,] rights to inventions, copyright and [neighbouring and] related rights, [moral rights,] trade marks [and service marks], business names and domain names, rights in get-up [and trade dress], goodwill and the right to sue for passing off [or unfair competition], rights in designs, [rights in computer software,] database rights, rights to use, and protect the confidentiality of, confidential information (including know-how [and trade secrets]), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world
Personal Data	has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Advertiser is the Data Controller and in relation to which School Notices is providing Services under the Agreement
Process	has the meaning set out section 1(1) of the Data Protection Act 1998
School Notices	the supplier of the Services, being School Notices Limited, a company registered in England and Wales under company number 8244221 and having its registered office at Network House, Basing View, Basingstoke RG21 4HG
School Notices Materials	has the meaning set out in Clause 4.1(h)
Services	the services, including the School Notices Materials, to be supplied by School Notices to the Advertiser as set out in the Campaign Booking Agreement



- 1.1. The following rules of interpretation apply in this Agreement.
- 1.2. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.3. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding such term.
- 1.4. A reference to **writing** or **written** includes email but not fax.

2. BASIS OF AGREEMENT

- 2.1. The Campaign Booking Agreement constitutes an offer by the Advertiser to purchase Services in accordance with these Conditions.
- 2.2. The Campaign Booking Agreement shall only be deemed to be accepted when School Notices issues written acceptance of the Campaign Booking Agreement at which point and on which date the Agreement shall come into existence (**Commencement Date**).
- 2.3. Any samples, drawings, descriptive matter, advertising or copy issued by School Notices, and any descriptions or illustrations contained in School Notices' websites, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services that School Notices may supply. They shall not form part of the Agreement or have any contractual force.
- 2.4. These Conditions apply to the Agreement 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.

3. SUPPLY OF SERVICES

- 3.1. School Notices shall supply the Services to the Advertiser in accordance with the Campaign Booking Agreement in all material respects, and subject always to these Conditions.
- 3.2. School Notices shall use all reasonable endeavours to meet any performance dates specified in the Campaign Booking Agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. School Notices reserves the right to amend the Campaign Booking Agreement if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and School Notices shall notify the Advertiser of every such amendment.
- 3.4. School Notices warrants to the Advertiser that the Services will be provided using reasonable care and skill.

4. ADVERTISER'S OBLIGATIONS

- 4.1. The Advertiser shall:
 - 4.1.1. ensure that the terms of the Campaign Booking Agreement and any information including all artwork, copy, handles, links and all other information and details it provides in or pursuant to the Campaign Booking Agreement are complete and accurate;
 - 4.1.2. co-operate with School Notices in all matters relating to the Services;
 - 4.1.3. provide School Notices, its employees, agents, consultants and subcontractors, with access to the Advertiser's personnel as reasonably required by School Notices;
 - 4.1.4. provide School Notices with such information and materials as School Notices may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 4.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 4.1.6. comply with all applicable laws and regulations, including advertising standards, competition and lottery rules, and health and safety laws;
 - 4.1.7. keep all materials, documents and other property of School Notices (**School Notices Materials**) at the Advertiser's premises in safe custody at its own risk, and not dispose of or use School Notices



Materials other than in accordance with School Notices' written instructions or authorisation;

- 4.1.8. comply with any additional obligations as set out in the Campaign Booking Agreement.
- 4.2. If School Notices' performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Advertiser or failure by the Advertiser to perform any relevant obligation (**Advertiser Default**):
 - 4.2.1. without limiting or affecting any other right or remedy available to it, School Notices shall have the right to suspend performance of the Services until the Advertiser remedies the Advertiser Default, and to rely on the Advertiser Default to relieve it from the performance of any of its obligations in each case to the extent the Advertiser Default prevents or delays School Notices' performance of any of its obligations;
 - 4.2.2. School Notices shall not be liable for any costs or losses sustained or incurred by the Advertiser arising directly or indirectly from School Notices' failure or delay to perform any of its obligations as set out in this Clause 4.2; and
 - 4.2.3. the Advertiser shall reimburse School Notices on written demand for any costs or losses sustained or incurred by School Notices arising directly or indirectly from the Advertiser Default.

5. CHARGES AND PAYMENT

- 5.1. The Charges for the Services shall be the Price set out in the Campaign Booking Agreement together with VAT and expenses.
- 5.2. School Notices shall be entitled to charge the Advertiser for any expenses incurred in connection with the provision of the Services including the cost of services provided by third parties and required by the Advertiser for the performance of the Services, such as the artwork for banners, copy for advertisements and so on, where these have not been provided by the Advertiser or where the Advertiser requests that they be obtained by School Notices on their behalf, as per the Campaign Booking Agreement.
- 5.3. School Notices reserves the right to increase the Charges on an annual basis with effect from each anniversary of the Commencement Date or prior to the commencement of any new campaign by the Advertiser.
- 5.4. School Notices shall invoice the Advertiser in advance for the Charges plus VAT and any expenses, and such invoices are payable prior to the provision of the Services, unless otherwise agreed in writing by School Notices. Subsequent invoices may be issued by School Notices for the provision of Services and expenses through the term of the Agreement.
- 5.5. If under the Campaign Booking Agreement, the Advertiser is part of the School Notices Starter Club, then the Advertiser shall make the monthly payments by direct debit every month for 12 months from the Commencement Date unless the Advertiser exercises their right to cancel by giving no less than 30 days' prior written notice to School Notices. If no such notice is given then the Charges for the full 12 month period shall be paid by the Advertiser. In any event, having entered into the Agreement as part of the School Notices Starter Club, the Advertiser shall make no less than 6 monthly payments, together with VAT and expenses in accordance with the provisions of this Clause 5.
- 5.6. Within 30 days of the invoice date, the Advertiser shall pay School Notices in full and in cleared funds to the School Notices bank account detailed on the invoice or otherwise nominated in writing by School Notices, and time for payment shall be of the essence of the Agreement.
- 5.7. If the Advertiser fails to make a payment due to School Notices under the Agreement by the due date, then, without limiting School Notices' other remedies under Clause 9, the Advertiser shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 5.6 will accrue each day at 2% a year above the Bank of England's base rate from time to time.
- 5.8. All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. Save for Intellectual Property Rights in the Advertiser's Materials provided by the Advertiser, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by School Notices.
- 6.2. Subject to payment of the Charges, School Notices grants to the Advertiser, a worldwide, non-exclusive, royalty-free licence during the term of the Agreement to use the Deliverables and School Notices Materials for its own internal purposes and for the purpose of receiving and using the Services and the Deliverables.



- 6.3. The Advertiser shall not sub-license, assign or otherwise transfer the rights granted in Clause 6.2.
- 6.4. The Advertiser grants School Notices or shall procure the direct grant to School Notices of, a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Advertiser's Materials provided to School Notices for the term of the Agreement for the purpose of providing the Services to the Advertiser.

7. DATA PROTECTION AND DATA PROCESSING

- 7.1. The Advertiser and School Notices understand that for the purposes of the Data Protection Act 1998, the Advertiser is the Data Controller and School Notices is the Data Processor with respect to any Personal Data passed by the Advertiser to School Notices pursuant to this Agreement. However, with respect to any Personal Data collected by School Notices from End Users, School Notices is the Data Controller.
- 7.2. School Notices shall process the Personal Data in accordance with the School Notices Privacy Policy available at <https://www.schoolnotices.co.uk/privacy> as amended from time to time. The Advertiser by entering into this Agreement, expressly authorises School Notices to process Personal Data passed to it pursuant to this Agreement in accordance with the Privacy Policy and shall only pass to School Notices Personal Data in relation to which it has the relevant permissions and consents to allow processing in line with the Privacy Policy.
- 7.3. School Notices shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 7.4. Each party warrants to the other that it will process Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, as amended and updated from time to time, including the General Data Protection Regulation (Regulation (EU) 2016/679)
- 7.5. School Notices warrants that, having regard to the state of technological development and the costs of implementing any measures, it will:
 - 7.5.1. take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - 7.5.1.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - 7.5.1.2. the nature of the data to be protected [including the security measures set out in the [SCHEDULE]]; and
 - 7.5.2. take reasonable steps to ensure compliance with those measures.
- 7.6. Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 7.
- 7.7. The Advertiser acknowledges that School Notices is reliant on the Advertiser for direction as to the extent to which School Notices is entitled to use and process the Personal Data passed to it by the Advertiser. Consequently, School Notices will not be liable for any claim brought by a Data Subject arising from any action or omission by School Notices, to the extent that such action or omission resulted directly from the Advertiser's instructions.
- 7.8. School Notices may authorise a third party subcontractor to process the Personal Data provided that the subcontractor's contract is on terms which are substantially the same as those set out in the Agreement.

8. LIMITATION OF LIABILITY

- 8.1. Nothing in the Agreement shall limit or exclude the liability of either party for:
 - 8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 8.1.2. fraud or fraudulent misrepresentation; or
 - 8.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 8.2. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

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- 8.3. Subject to Clause 8.1, School Notices shall not be liable to the Advertiser, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 8.3.1. loss of profits;
 - 8.3.2. loss of sales or business;
 - 8.3.3. loss of agreements or contracts;
 - 8.3.4. loss of anticipated savings;
 - 8.3.5. loss of use or corruption of software, data or information;
 - 8.3.6. loss of or damage to goodwill; or
 - 8.3.7. any indirect or consequential loss.
- 8.4. Subject to Clause 8.1, School Notices' total liability to the Advertiser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall be limited to £100 or a sum equivalent to the Price paid or payable during the first 6 months of the term of this Agreement.
- 8.5. This Clause 8 shall survive termination of the Agreement.

9. TERMINATION

- 9.1. Without affecting any other right or remedy available to it, either party may terminate the Agreement by giving the other party two months' prior written notice, unless under the Campaign Booking Agreement, the Advertiser is part of the School Notices Starter Club, in which case the Advertiser may only terminate by giving no less than one months' prior written notice to expire on the date 6 months from the Commencement Date, and if such notice is not given, then the Agreement shall continue for the full term of 12 months during which time the Advertiser may only terminate by giving no less than one months' prior written notice to expire on the date 12 months from the Commencement Date, however thereafter, the Advertiser may terminate by giving School Notices two months' prior written notice to expire at any time following the date 12 months from the Commencement Date.
- 9.2. Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
- 9.2.1. the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
 - 9.2.2. the other party 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;
 - 9.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 9.2.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 9.3. Without affecting any other right or remedy available to it, School Notices may terminate the Agreement with immediate effect by giving written notice to the Advertiser if the Advertiser fails to pay any amount due under the Agreement on the due date for payment.
- 9.4. Without affecting any other right or remedy available to it, School Notices may suspend the supply of Services under the Agreement or any other contract between the Advertiser and School Notices if the Advertiser fails to pay any amount due under the Agreement on the due date for payment, the Advertiser becomes subject to any of the events listed in [Clause 9.2\(b\)](#) to [Clause 9.2\(d\)](#), or School Notices reasonably believes that the Advertiser is about to become subject to any of them.

10. CONSEQUENCES OF TERMINATION



10.1. On termination of the Agreement:

10.1.1. the Advertiser shall immediately pay to School Notices all of School Notices' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, School Notices shall submit an invoice, which shall be payable by the Advertiser immediately on receipt;

10.1.2. the Advertiser shall return all of School Notices Materials and any Deliverables which have not been fully paid for. If the Advertiser fails to do so, then School Notices may enter the Advertiser's premises and take possession of them. Until they have been returned, the Advertiser shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement.

10.2. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

10.3. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

11. FORCE MAJEURE

11.1. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12. Assignment and other dealings.

12.1. School Notices may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

12.2. The Advertiser shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of School Notices.

13. Confidentiality.

13.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Advertisers, clients or School Notices of the other party, except as permitted by Clause 11.3(b).

13.2. Each party may disclose the other party's confidential information:

13.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement and each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11.3;

13.2.2. where such information becomes public knowledge through no breach of an obligation of confidence by any party; and

13.2.3. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

14. ENTIRE AGREEMENT

- 14.1. The Agreement 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.
- 14.2. Each party acknowledges that in entering into the Agreement it does not rely on, and 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Agreement.

15. VARIATION

- 15.1. Except as set out in these Conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. WAIVER

- 16.1. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17. SEVERANCE

- 17.1. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

18. NOTICES

- 18.1. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Campaign Booking Agreement.
- 18.2. Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, at the time of sending unless such time is after 17.00 on a Business Day, in which case it shall be deemed to be delivered at 9.00 am on the next Business Day.
- 18.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

19. THIRD PARTY RIGHTS

- 19.1. Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 19.2. The rights of the parties to rescind or vary the Agreement are not subject to the consent of any other person.



20. GOVERNING LAW

- 20.1. The Agreement, 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 English law.
- 20.2. Each party irrevocably agrees that the English courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject