

# Terms and conditions

This website is provided by Archant Community Media Limited whose registered office address is Prospect House, Rouen Road, Norwich, Norfolk NR1 1RE and whose company number is 19300 and VAT number is 711518562.

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## Terms & Conditions

These terms and conditions apply to all users of this website. If you do not accept these terms then you should immediately stop using this website. Your use of the website confirms your acceptance of these terms. We will not be liable to you for any interruption or delay that you experience in accessing the website, whatever the cause.

No metatags, hyperlinks or other forms of linkage whatsoever to any other website may be imposed on the website unless express prior permission has been given. Access to particular areas of the website may be subject to additional terms to which you confirm Your acceptance of by entering the particular areas. If you do not accept those terms then you should immediately stop using those pages.

We do not warrant that functions contained in the website content will be uninterrupted or error free, that defects will be corrected or that the content or the server(s) are available free of viruses or bugs.

This website is made available on the basis that there are excluded, to the extent permitted by law, any terms implied by statute or otherwise and all liability for any loss or damage however it arises out of the use of this website or reliance on its content.

**Version date: March 2018**

## **Variation of these terms & conditions**

We reserve the right to make changes to any part of the website. It may therefore be necessary to change these Terms and Conditions. If we do change the Terms and Conditions, we will update the date above. If you use any of the website after we have published such changes, you will be agreeing to be bound to those changes. If you do not agree to be bound by the changes then you should immediately stop using the website.

## **Definitions**

**"Archant Group" "Archant"** means Archant Limited, whose registered office is at Prospect House, Rouen Road, Norwich NR1 1RE, and any subsidiary from time to time of Archant Limited also referred to as "We", "Us" and "Our". Subsidiary has the meaning given in section 1159 of the Companies Act 2006.

**"Websites"** means the websites and mobile sites (including their constituent pages) with their home pages published by Archant Limited; and any other website, mobile site or web address owned or operated by a member of the Archant Group as may link to these Terms and Conditions from time to time.

**"Contributions"** means any unsolicited material, including (but not limited to) verbal, e-mail, video, letters, texts, digital photographs or other images.

## **Jurisdiction and applicable law**

Your use of this website, these terms and conditions and any matters arising are subject to the laws of England and Wales and any dispute is subject to the exclusive jurisdiction of the Courts of England and Wales. This website is targeted only at, and goods and services are only available to, UK residents.

Nothing in these conditions shall exclude or limit our liability for death or personal injury caused by our negligence, for our fraud or otherwise to the extent it would be illegal to do so.

## **Recording at Events**

By attending our event you abide to our terms and conditions.

CCTV and cameras (including TV) may be present at the event. By purchasing a Ticket to the Event and/or attending the Event you give your express consent to all such filming and to your actual or simulated likeness being included within any film, photograph, audio and/or audiovisual recording ("Footage"), all rights in which will be owned by us. You also agree that any such Footage may be used by us in any and all media for any purpose at any time throughout the world, including (with the exception of CCTV or security Footage) for commercial purposes.

## **Use of the website by children / parental guidance**

Some content on the website may not be suitable for children. Under 18s are permitted to use the website, however they must obtain their parent or guardian's permission and ensure that the parent or guardian has read and understood these terms and conditions on their behalf.

Where content has been shown on the Mustard television station after the watershed or where it contains material which may not be suitable for children we will try to identify such material by using a 'G' symbol to represent Parental Guidance on the content.

The parent or guardian will be solely responsible for deciding whether content is suitable for viewing for their child.

## **Content**

All material on this website is protected by copyright. you may only copy, download and reproduce it for Your own personal use. you must not use it for reproduction on any other website, or in any way for commercial purposes or gain not listed below (where a separate licence is required) unless you first obtain Our written consent.

The following systematic creation and/or use of links to this website require a separate licence:

- utilising links to this website received as part of a paid-for media monitoring service; and/or
- systematically forwarding links to this website within a business or outside a business for business purposes; and/or

- copying or extracting data from this website by means of robots, spiders, crawlers or other automatic devices or by any manual process used to systematically extract or copy web content.
- Any such use of this website is prohibited without an appropriate licence.

Where you are able to share content on the website using the share buttons provided, such as posting to Facebook, Twitter and Google+, you agree to immediately remove links and/content if requested to do so by us.

Please contact the NLA ([www.nla.co.uk](http://www.nla.co.uk)) or the Assistant Company Secretary at Archant Limited, Prospect House, Rouen Road, Norwich NR1 1RE 01603 772772 for further details.

## **Product placement of goods or services**

Some of video on the website may include product placement. Where product placement occurs we shall identify such video content this by putting a 'P' in the title or the description of the video.

Product placement does not signify that we endorse or undertake any responsibility with regards to content of or any transactions that you enter into relating to any product placement.

## **Registration**

Where any part of the website requires that you register in order to use it, you are obliged to provide accurate and complete registration information. It is your responsibility to update and maintain any changes to that information (including your e-mail address) by altering your details as appropriate.

Registration is at your own risk and we will not be liable for any unauthorised transactions made using Your user name, pin number or password

## **Contributions, notice boards, and chat rooms**

By submitting any material to us you automatically grant us the royalty-free, perpetual, irrevocable right and license to use, reproduce, modify, edit, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content.

You acknowledge:

- we may select or reject any material for publication at our sole discretion and no correspondence will be entered into.
- material submitted by you may be published in any publication or website produced or published by Archant Group and/or may be supplied by us for publication by third parties at our discretion.
- you are over 18 years of age and you are the bill payer or have the permission of the bill payer to send us the material.
- your email address and password are personal to you and you must not allow anyone else to use them.
- you must not impersonate any other user of the website or do anything to assist an unregistered user to gain access to the website.
- that use of your personal data by us is subject to our data protection and privacy policy.

You further agree that by submitting any material to us, you also waive all your moral rights in such materials and agree not to contribute any material:

- that is threatening, defamatory, intentionally offensive abusive, liable to incite racial hatred, pornographic, obscene, in breach of confidence, in breach of privacy; or
- that is discriminatory against race, religion, disability, sexual orientation or gender; or
- for which you have not obtained all necessary licences and/or approvals; or
- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK; or
- that is in breach of the rights of any third party; or
- which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data) you further agree that if you knowingly send any material which is technically harmful that we retains the right at our sole discretion to pursue you for all legal fees (including our own and those of any third party), damages and other expenses that may be incurred as a result of your actions; or
- that makes any commercial or business use of the website or post any material which comprises advertising promotional or marketing material of any kind, nor will you set up any links from the website to any other website; or
- that is not original to you and you grant us a royalty-free irrevocable and perpetual licence to use, reproduce in whole or in part, modify and adapt such material and authorize others to do so in any media now known or in future developed in any part of the world; and
- that you understand and agree that any breach of these warranties may cause us damage and loss and you agree to indemnify us and keep us at all times fully indemnified from and against all claims, costs, loss or damage incurred by us directly or indirectly as a result of any material posted by you on the website or any use by you of the website.

We reserve the right (but do not assume the obligation) without notice to remove any material which we in our sole discretion deem to be harmful, offensive or otherwise in breach of these terms and conditions and/or to terminate the registration of any person who we in our sole discretion deem in breach of these terms and conditions. This is without prejudice to any of our rights at law all of which are specifically reserved.

By accessing or posting any information you confirm you have read and agreed to the above terms and conditions.

## **Conditions of acceptance of advertisements**

**IMPORTANT: These Conditions contain an indemnity if you breach Your warranties to Us.**

### **General**

These Conditions apply to any advertisement which you have asked Us to publish on Your behalf in a Title (the "Advertisement") and by making such an offer (an "Order") you agree to be bound by these Conditions in that respect.

These Conditions override any terms stipulated by you on order forms or elsewhere unless we accept those terms in writing. If we do so, these Conditions will apply except to the extent that they are inconsistent with anything so agreed by Us.

### **Definitions**

"We" and "Us" means, and "Our" refers to, the Company which is the publisher of the Title in which you have asked Us to publish Your Advertisement.

"Title" means any publication or website which we publish.

"You" means, and "Your" refers to, the person placing the Order with Us and where that person is an advertising or other agency placing the Advertisement on behalf of their client that agency agrees that it has placed the Order as principal.

### **Orders**

We may insist on you submitting Your Order in writing and if we do so you will not be deemed to have placed an Order until we receive it in writing. If we do not insist that you submit Your Order in writing it is deemed to be placed when the initial Order is made, subject to the terms and conditions below. If you deliver copy instructions to Us, we may treat this as an Order unless it is clearly marked as "not constituting an Order".

We will notify you if we do not accept Your Order within 3 working days of receiving it. Publication of the Advertisement will mean we have accepted the Order.

We are not obliged to accept Your Order or to publish any Advertisement placed by you and cannot guarantee insertion, special position, the date or the classification of any such Advertisement, or the distribution of the Title. we will not be liable for any loss or damage incurred as a result of Our failure in these respects. we may reject any Order (in whole or part) prior to (any) publication by notice to you and (to the extent rejected) we will refund any pre-payment in that case but will have no further liability.

We may carry forward an Advertisement not inserted to the next suitable issue of a Title.

If you place an Order but fail to provide copy/artwork by the publication deadline, we may repeat any previous relevant Advertisement from you for which we have copy, or use a filler, and charge you the full price of Your Order in any event.

### **Advertising standards, legal obligations and third party rights**

You confirm and warrant to Us that the copy you provide and the publication by Us of an Advertisement pursuant to an Order will:

- be legal, decent, honest and truthful;
- not result in a breach of any relevant Code of Practice, including other provisions of the Advertising Standards Code of Practice
- not breach any legislation;
- not be defamatory;
- not infringe any copyright, trademarks or other legal rights of any person or company and that you have received any consent needed to refer to or portray people (expressly or impliedly) in the Advertisement.
- when appearing on any Archant website will not contain hyperlinks or metatags linking to the advertiser's own website unless express prior permission has been granted by Archant.

#### **You agree:**

- **to indemnify Us in respect of all costs, damages and other charges we incur or to which we are subject as a result of publication of any Advertisement pursuant to Your Order where there is a breach of any warranty given by you to Us;**
- not to be in breach of contract in relation to the Order/Advertisement;
- that we may store, reproduce and distribute copy relating to any Advertisement, including by electronic means;

- that we may without notice or warning destroy any box office correspondence or communication received in response to an Advertisement which we think it inappropriate to deliver;
- that we accept no liability in respect of any loss or damage alleged to have arisen though delay in forwarding or omitting to forward replies to box numbers to the advertiser (however caused)
- that we may liaise with the police and/or any other relevant authority in relation to any Order/Advertisement or any response to any of them we receive (including passing on Your details);
- that we may record and use Your details to perform Our obligations under these Conditions and publish Your Advertisement (including by passing them to other group companies and/or sub-contractors as reasonably necessary to do so);
- if you are an agency acting for a client, that we may provide a proof of the Advertisement direct to the client for approval by whatever means we deem appropriate;
- that we may hold Your details on record for a reasonable period and contact you about future advertising opportunities which we believe may be of interest to You.
- that we may use Your details to contact you for feedback relating to your Advertisement and/or the publication in which you advertised.
- that any material submitted by you is held by Us at Your own risk and should be insured by you against loss or damage from what ever cause. we reserve the right to destroy without notice all such property after the date of its last appearance in an advertisement unless you have given written instructions to the contrary.
- that you acknowledge that we shall have no liability for any variation of up to 10% in the final published size of any advertisement.

## **Cancellation**

We are not obliged to accept a cancellation request (which we may require to be made in writing). All magazine cancellations must be made in writing a least one calendar month prior to the publication date. All other cancellations should be made within four working days of publication.

If we accept a cancellation for part of a series of Advertisements, we may surcharge you for any insertions in that series which are not cancelled.

## **Artwork**

We retain copyright (and any other intellectual property rights) in all Our artwork, copy and other materials in any Advertisement (even if combined with any of Your copyright materials). In addition, you agree that we own the copyright in the typographical arrangement of all Advertisements. No copy in any form will be returned unless agreed in writing by Us at the time of placing the Order.



We will not be liable for accidental loss or damage to Your copy, including artwork and photographs, in any format. Accordingly, Our liability for non-accidental damage to Your copy will be limited to the value of the medium in which they are embodied.

### **Errors, omissions or inaccuracies in Advertisements**

We will not be liable for:

- any error (including but not limited to spelling and text errors), misprint, inaccuracy or omission in Advertisements, a proof of which has been agreed by You;
- any error (including but not limited to spelling and text errors), misprint, inaccuracy or omission in an Advertisement, if that error is notified to Us more than one week after its publication;
- any error (including but not limited to spelling and text errors) misprint, inaccuracy or omission in a second or subsequent Advertisement in a series;
- any error (including but not limited to spelling and text errors) misprint, inaccuracy or omission in an Advertisement which does not detract from the essence of that Advertisement.

Where we acknowledge an error (including but not limited to spelling and text errors) misprint, inaccuracy or omission we will, at Our choice, either publish the corrected Advertisement, or depending upon how payment was made issue you a credit note or refund Your credit/debit card, to a value not exceeding the price of the Advertisement and this will be the limit of Our liability in respect of the error, misprint, inaccuracy or omission.

### **Payment**

Except where we state otherwise, all prices are exclusive of VAT.

You will pay for an Advertisement on placing an Order, unless credit terms have been agreed. you will be sent an invoice unless you have pre-paid (or a direct debit arrangement is in place), in which case you will only be sent an invoice if you request one. All credit terms will be subject to the terms of the Credit Application Form.

A query on an item on an invoice issued by Us will not affect the time at which you are liable to pay the rest of that or any other invoice issued by Us.

If you do not pay a sum due to Us by the due date, all sums due by you to Us become payable on the due date for the sum not paid and we may suspend further advertising for you and charge you compensation and interest according to the Late Payment of Commercial Debts (Interest) Act 1998.

### **Applicable Law**

Nothing in these conditions shall exclude or limit Our liability for death or personal injury caused by Our negligence, for Our fraud or otherwise to the extent it would be illegal to do so.

These Conditions shall be governed by and construed in accordance with the laws of England and Wales.

## **Competitions**

**(please also see Premium Rate SMS Competitions below)**

The winner(s) may be notified by email and the results may be published on this website and/or in the paper. we reserve the right to report details of competition winners, to take photographs (or other visual media) and to publish such media.

The prize must be taken as offered with no alternative. In the event that the prize cannot be supplied no liability will attach to Archant. Entry into any competition does not give rise to any binding agreement between the parties. When prizes are supplied by third parties we are acting as their agents and as such we exclude all liability for loss or damage you may suffer as a result of any Competition.

The editor of the relevant publication or website decision is final and no correspondence will be entered into.

Employees of Archant and the prize provider and their immediate families and agents may not enter.

## **Premium Rate SMS Competitions**

The following terms and conditions will govern the competitions using Premium Rate SMS and are in addition to the all other websites terms and conditions and any specific conditions stipulated on the competition page of the website or newspaper.

Competitions are open to UK residents only.

We (or the relevant distributor or operator of the mobile service) will always notify you of the charges for entering a premium rate competition. For example, when entering a competition, the publication or website in which the competition was featured will inform you of the price for entry. Please note that your network operator may also charge an additional standard messaging fee for any SMS sent or received by you. You should consult your network operator for further details of these standard costs.

Charges for entering a competition will be deducted from your available credit time if you are a pre-pay customer or will appear on your monthly statement if you are a pay monthly customer.

Entries received the closing date of the competition will be invalid and will not be entered into the competition but may still be charged.

You must obtain the permission of the person paying the bill for the relevant mobile device.

There is no email or postal entry for premium rate competitions.

Entries on behalf of another person are void and will not be counted but may still be charged.

You must comply with any directions given to you by Us but not limited to any and all relevant laws, rules and regulations, and where applicable, compliance with the Ofcom Broadcasting Code and PhonePayPlus Code of Practice.

You will be deemed to have accepted all Terms and Conditions and to agree to be bound by them by entering a competition.

By entering the competition you agree that Archant may contact you by email, post or SMS with offers that may be of interest. You will not be charged for receiving these messages and you may opt out anytime by texting STOP to the originating number.

## **Software and security**

We are not responsible for any technical or other issues that may arise if you download software from an external third party website (eg. Acrobat Reader) or upgrade your browser software to enhance your usage of the website.

## **Third party websites**

This website provides links to other websites. These links are for your convenience only and do not signify that we endorse or undertake any responsibility for the content of or any transactions that you enter into relating to those linked sites. Use of third party websites is entirely at Your own risk.

## **Intellectual property**

The website and/or the services contain content owned by us. The Content is protected by copyright, trademark, patent, trade secret and other laws. We own and retains all rights in the Content and the website and the Services.

We hereby grants you a limited, revocable, non-sublicensable licence to reproduce and display the content (excluding any software code) solely for your personal, non-commercial use in connection with viewing the website and using the services.

The website and the services contain content owned by users and other licensors (“Third Party Content”). Except for content posted by you, you may not, unless specifically authorised by us in writing, copy, modify, translate, publish, reproduce, commercially exploit, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the website or the services.

You may retrieve and display content from the website or the services on a computer screen, print individual pages on paper, photocopy and store such pages in electronic form on disc (but not on any server or other storage device connected to a network) for your personal non-commercial use.

## **Data protection and privacy policy**

### **Our privacy policy**

We are committed to respecting your privacy. This statement sets out how Archant Group websites comply with European Community data protection requirements. We are registered under the Data Protection Act 1998.

This privacy statement applies to this website only – it does not cover other websites to which we may provide links, or to Archant websites other than those operated by Archant Group.

### **Is it possible to access the website without disclosing personal data?**

Yes. You can visit the website without identifying yourself or revealing any personal information. Once you choose to provide us with any information by which you can be identified, it will only be used in accordance with this privacy statement.

### **What information do we collect?**

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.

Where you can order products, we will collect your name, contact and billing information, transaction and credit card information.

### **Registering via a social network**

If you choose to register via a social network on our registration page, you acknowledge and consent for your data held by the social network site (subject to the social network's terms and conditions) to be processed and shared via a third party whom may be based outside of the European Economic Area and for such data to be processed by us.

### **What do we do with the information we gather?**

We require this information to understand your needs and provide you with a better service. We will also use it to send you the information you have requested – for example details of houses for sale and jobs which match your requirements.

We may contact you for market research purposes or to give you information about new features on the website. You will only be contacted if you have given us authority to do so.

**Do we disclose your personal data to third parties?**

We will ensure that your personal data will not be disclosed to third parties except insofar as you have consented to such disclosure or we are required to do so by law. Your personal data may be disclosed to other companies within the Archant Group.

**Can I see the information you hold about me? And can I amend it?**

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 Company Secretary, Data Protection, Archant Limited, Prospect House, Rouen Road, Norwich, Norfolk NR1 1RE, or email [dataprotection@archant.co.uk](mailto:dataprotection@archant.co.uk). A £10 fee is payable for all requests made under the Data Protection Act.

If you believe that any information we are holding on you is incorrect, please write or e-mail us at the above address. We will correct any information which was found to be incorrect within 28 days and without charge.

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 01603 772772.

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 Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

**Is the information you hold on me secure?**

We are committed to ensuring that your information 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.

### **Do we use cookies?**

Yes. A cookie is a piece of text which asks permission to be placed on your computer's hard drive. Your browser adds that text in a small file. A cookie helps us to analyse web traffic and allows websites to respond to you as an individual. For example cookies are used for membership details on the property, jobs and business sections. Please see our cookie policy for more information.

## **Additional services**

From time to time we may provide additional services for you to download. However, the download time may vary considerably between the types of content and you agree that you are wholly liable and responsible for any telephone call and/or other charges incurred in downloading the same.

## **Sales and services**

**For the acceptance of advertisements please refer to Acceptance of Advertisements above**

Some third party sites which are either embedded into the website or links are provided are sites which are operated by third parties with whom we have a commercial association, including but not limited to sites by means of which you can make payment for use of the website or associated services.

If you wish to make any purchases or enter any financial dealings on such website, you will be entering a contract with the relevant third party operator who will ask you to supply information about yourself and on your financial affairs, including your bank or credit card details. The third party operator will have their own terms and conditions and privacy policy and it is up to you to indicate your consent or otherwise to the use that the third party proposes to make of Your personal data.

While we select Our trading partners with care, we cannot be held liable for any loss or damage whatsoever which you may suffer as a result of Your decision to enter any dealings or transactions with, or supply personal information to, a trading partner or any third party. Please ensure you are aware of whom you are contracting with and the relevant terms and conditions prior to entering into any contract.

A contract for us to supply you with goods or services will only be created when we accept your order (which we may do in writing, by email or by fulfilling that order). Goods and services advertised on this website may not actually be available when you place your order as we reserve the right to withdraw services at any time.

Once we accept your order we will inform you in writing of the details of your order, the price of the goods including taxes and delivery costs, arrangements for payment and delivery, and your/our obligations

We shall deliver your goods within a maximum of 30 days beginning with the date of the order. If goods are not available, we will inform you and reimburse any sum already paid within 30 days.

You have the right to cancel the contract for whatever reason within seven working days ("cooling off" period) from the date that you receive the goods (or, for services, the date of conclusion of the contract) or from the date the written confirmation is provided if later. This right to cancel does not apply to excluded contracts.

Certain contracts are excluded from the right to cancel and you will not automatically have the right to cancel these contracts. For example, contracts for customised goods (eg. advertisements) or those which deteriorate rapidly (eg. food and perishable items) and contracts for the supply of video or audio recordings or computer software that is unsealed by you.

If you cancel the contract we will re-imburse you as soon as possible. In any event, we will refund you within 30 days of the notice of cancellation, without any charge other than the direct cost of returning the goods.

Where you return the goods by post, you are under a duty to take reasonable care to see that they are received and not damaged in transit.

## **Indemnity**

You agree to indemnify and hold Archant, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, demand, claim or legal proceedings brought or threatened, including expenses of any character suffered or incurred arising out of your use of the website or the services in violation of this agreement, and/or arising from your use of or conduct on the website or in use of the services and/or a breach of this agreement.