

## Leicestershire Registration Service Website Advertising Terms and Conditions

### 1. Glossary

- 1.1 In these terms and conditions, the following words and phrases have the following meanings unless the context requires otherwise:

**“Advertising Option”** means one or more of the Council’s advertising options as set out on the Website

**“Advertising Period”** means the period referred to in clause 6.2 during which your advertisement is to be displayed on the Website

**“Advert Request”** means your request to display an advertisement on the Website

**“Charges”** means the invoiced sum as set out in clause 9

**“Council”** means Leicestershire County Council

**“Digital”** relates to advertising slots and creating/maintaining an account on the Website

**“Registration Service”** means the registration service within Leicestershire County Council

**“Supplier Criteria”** means the criteria that the Council shall assess you against when considering your Supplier Request as set out at clause 4.2

**“Supplier Request”** means your request to become a supplier on the Website.

**“Website”** means the website operated by the Council’s Registration Service at [www.celebrateinleicestershire.co.uk](http://www.celebrateinleicestershire.co.uk) as updated from time to time;

**“You”** or **“you”** means the person or company who has expressed an interest in displaying an advertisement on the Council Registration Service’s website and/or at the Council Registration Service’s offices. **“Your”** will be construed accordingly.

## **2. Introduction**

2.1 These terms and conditions govern all advertising on the Website.

## **3. Council approval**

3.1 Your Supplier Request and Advert Request(s) will be subject to approval by the Council. The Council's approval shall not be binding unless given in writing or by email.

## **4. Eligibility of Supplier**

4.1 Before you can advertise with the Council you must first be approved as a supplier by the Council.

4.2 Upon receipt of your Supplier Request the Council shall consider whether you comply with the following criteria:

- You must provide wedding or civil partnership related services or goods
- In the case of a venue, the venue must be located in the county of Leicestershire (not Leicester City)
- You must not offer the same, or a similar service as the Registration Service, whereby your inclusion would be detrimental to, or cause a loss of, business/trade to the Registration Service ( "the Supplier Criteria" )

4.3 The Council may at its discretion reject any Supplier Request without incurring any liability to you whatsoever.

4.4 The Council shall notify you of its decision within 5 working days of receiving your Supplier Request. If your Supplier Request is approved you may then apply to advertise with the Council by submitting an Advert Request. In your Advert Request you shall notify the Council which Advertising Option you wish to choose.

## **5 Content of advertisements**

5.1 As part of your Advert Request, you must supply a copy of your advertisement to the Council for review and publication.

5.2 The Council may at its discretion reject any proposed advertisement without incurring any liability to you whatsoever.

5.3 Your advertisement must comply with the Council's specifications and size restrictions (as detailed on the Website or notified to you at the time of submitting your Advert Request, and be in a format that is readily and safely usable by the Council.

5.4 Without limiting the Council's discretion under clause 5.2, your advertisement must not depict, contain, promote or refer to any of the following: the promotion of irresponsible/excess consumption of alcohol; drugs; gambling or betting services; illegal or

irresponsible behaviour; innuendo, subtext or other content that is likely to offend; politics, political groups or lobby groups; pornography, partial or complete nudity, or an overtly sexual tone; socially contentious issues; content likely to embarrass or discredit the Council; the mocking of any person or persons; or tobacco products.

- 5.5 You are responsible for ensuring that your advertisement complies with all applicable laws, codes of practice (including but not limited to the guidelines laid out by the Advertising Standards Authority (ASA) [www.asa.org.uk](http://www.asa.org.uk), the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) <http://www.cap.org.uk/Advertising-Codes/Non-broadcast-HTML.aspx> and the Code of recommended practice on Local Authority publicity <https://www.gov.uk/government/publications/recommended-code-of-practice-for-local-authority-publicity> ) and regulatory standards.
- 5.6 You are responsible for ensuring that the display of your advertisement on the Website would not infringe any other person's intellectual property rights.
- 5.7 Approval of your advertisement is not be construed as acceptance or assurance by the Council that your advertisement complies with the requirements set out in clauses 5.3 to 5.6, 10.1 and elsewhere in these terms and conditions. You are responsible for ensuring that your advertisement complies with such requirements.
- 5.8 For the avoidance of doubt, for each advert you wish to place on the Website you must submit a separate Advert Request.

## **6 Displaying your advertisement**

- 6.1 The Council will use its reasonable endeavours to publish your advertisement on the Website depending on the format of your Advert Request on the publication date agreed between you and the Council in the course of approving your Request or, if no publication date was agreed, within 5 working days following approval of your Request.
- 6.2 Once your advertisement has been published on the Website, the Council will subject to clauses 6.3 or use reasonable endeavours to see that it is displayed for the duration that was agreed between you and the Council in the course of approving your Advert Request or, if no duration was agreed, until the advertising is cancelled by you or the Council under clause 11.
- 6.3 The Council will use reasonable endeavours to maintain the Website and keep it accessible but will not be responsible for any loss of advertising time (or any loss of business, anticipated sales or other losses whatsoever) that result from disruption to the Website caused by any factors that are outside the Council's reasonable control.

## **7 Security**

- 7.1 You are responsible for the security and correct use of any usernames or passwords used on the Website and you must take all appropriate steps to prevent disclosure of such information. Should you have any reason to believe that a username or password has become known to a non-authorised party, the account holder should contact Leicestershire Registration Service immediately.
- 7.2 The Council reserves the right to suspend any account which it believes is being accessed fraudulently.

## **8 Website availability**

- 8.1 The Council cannot be held responsible for circumstances beyond its control that may prevent access to the Website due to, but not limited to, IT systems failure between any parties using this site. It is not possible to guarantee 100% system reliability, and from time to time may lead to temporary Website unavailability. No refund will be made for advertising fees or portion of fees for system outage outside the control of the Council. This includes temporary unavailability of the Website during upgrades to functionality or content.

## **9 Invoicing and payment**

- 9.1 Once your Advert Request has been approved by the Council it will send an invoice for the Charges to you. Within 30 days of receipt of the invoice you shall make payment using the Council's invoice payment system accessible at the Website. Upon receipt of payment from you, the Council shall publish your advertisement on the Website as soon as reasonably practicable. The Council reserves the right to use an alternative invoicing arrangement; in that case the Council shall notify you in writing in the course of approving your Advert Request.
- 9.2 The invoiced sum will be calculated using the rate or price agreed between you and the Council in the course of the Council approving your Advert Request or, if no relevant rate or price was agreed, using the standard rates charged by the Council for advertising on the Website as at the date of the invoice. VAT will be added to all amounts payable at the prevailing rate.

## **10 Mistakes in advertisements**

- 10.1 You are responsible for ensuring that your advertisement is free of errors. The Council shall not be liable for the consequences of errors that are published unless the Council has failed to comply with a request made by you in accordance with clause 10.2 and then only to the extent that the consequences arose from that failure, and subject always to the limits on the Council's liability contained in clause 13.
- 10.2 If your advertisement contains errors, the Council will if requested by you remove your defective advertisement or publish a corrected advertisement supplied by you. You must submit any such request by email to the Website. Your request must be clearly marked as urgent and must state which of the aforementioned steps you want the Council to take. If you request the publication of a corrected advertisement, you must attach the corrected advertisement to your email. The Council will use reasonable endeavours to action requests submitted in accordance with this clause within 5 working days of receipt. A reasonable administrative charge will be payable by you for each request made pursuant to this clause.

## **11 Cancellation and refunds**

- 11.1 You may cancel your advertising on the Website at any time by giving to the Council not less than 21 days' notice of your wish to do so. You must give any such notice by email to the Website as soon as reasonably practicable. Following the expiry of the said notice period the Council will cease displaying your advertisement on the Website;
- 11.2 The Council may cancel your advertising on the Website with immediate effect and cease displaying your advertisement in the following situations:

- 11.2.1 If your advertisement is found not to comply with any requirement contained in these terms and conditions;
  - 11.2.2 If you commit any material breach of these terms and conditions, fail to rectify any lesser breach within a reasonable period after having been requested to do so or become insolvent; or
  - 11.2.3 If at any time and for any reason the Council considers that the display of your advertisement on the Website is not acceptable to it (in which case a refund may be payable by the Council under clause 11.4).
- 11.3 If the Council exercises its right to cancel under clause 11.2 it will take reasonable steps to alert you in writing, by telephone or by email.
- 11.4 You will not be entitled to a refund for any portion of the Advertising Period during which your advertisement is not displayed...
- 11.5 The cancellation of your advertising on the Website shall not affect any rights, payments due or causes of action accrued by you or the Council prior to cancellation.

## **12 No warranties**

- 12.1 Except as expressly provided in these terms and conditions, the Council gives no warranties or assurances whatsoever in relation to any matter connected to your advertising on the Website. All implied warranties are excluded.
- 12.2 The Council gives no assurance or warranty as to the number of visitors to the Website or any part of it, during the Advertising Period or otherwise.

## **13 Liability and indemnity**

- 13.1 You will indemnify the Council against all costs, claims, liabilities and expenses arising from the content of your advertisement and/or any breach by you (or your agents, consultants or other personnel) of your obligations under these terms and conditions.
- 13.2 The Council's maximum aggregate liability to you in relation to any event or series of events connected to your advertising on the Website and/or any breach by the Council of its obligations under these terms of and conditions shall not in any event exceed the VAT-exclusive amount paid by you to the Council as fees for the display of your advertisement on the Website.
- 13.3 The Council shall not be liable for any indirect, consequential or special losses suffered by you, nor any direct or indirect loss of profits, business, sales, income, revenue, commercial opportunities, reputation or goodwill suffered by you as a consequence of your advertising on the Website and/or any breach by the Council of its obligations under these terms of and conditions.
- 13.4 The limits and exclusions to liability set out in clauses 13.2 and 13.3 shall be in addition to any other limits or exclusions to liability contained elsewhere in these terms and conditions.
- 13.5 The limits to liability contained in these terms and conditions shall not operate to limit

or exclude any liability to the extent that such liability cannot be lawfully limited or excluded under the laws of England and Wales.

#### **14 Force majeure**

- 14.1 The Council shall not be liable for any failure to perform (or delay in performing) its obligations hereunder where the failure or delay is caused by any event or circumstance that is beyond the Council's reasonable control.

#### **15 Entire agreement**

- 15.1 These terms and conditions together with your Supplier Request and Advert Request(s), the Council's approval of your Supplier Request and Advert Request(s) and the standard rates charged by the Council for advertising on the Website (as adjusted from time to time) set out the whole of our agreement related to your advertising on the Website. The agreement described as aforesaid supersedes all prior agreements and prevails over any previous correspondence and discussions related to its subject matter.

#### **16 Governing law**

- 16.1 Our agreement as described in clause 15 shall be construed exclusively in accordance with the laws of England and Wales. The courts of England shall have exclusive jurisdiction.

#### **17 Consent to marketing communication(s)**

17. 1 Leicestershire County Council's Registration Service reserves the right to contact you via email with news updates, feedback/satisfaction surveys, and marketing offers. Your details will be kept in line with our corporate Data Protection Policy found at: [www.celebrateinleicestershire.co.uk/privacy-notice](http://www.celebrateinleicestershire.co.uk/privacy-notice) and will not be passed onto any third parties. You can opt out of this at any time by emailing [celebrate@leics.gov.uk](mailto:celebrate@leics.gov.uk)