

## **Leicestershire Registration Service** **Office 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 Period”** means the period referred to in clause 5.2 during which your advertisement is to be displayed

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

**“Charges”** means the invoiced sum as set out in clause 6

**“Council”** means Leicestershire County Council

**“The Council’s Advertising Criteria”** is as detailed at Appendix 1

**“You”** or **“you”** means the person or company who has expressed an interest in displaying an advertisement. **“Your”** will be construed accordingly.

### **2. Introduction**

- 2.1 These terms and conditions govern all advertising between You and the Council.

### **3. Council approval**

- 3.1 Your 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 Content of advertisements**

- 4.1 As part of your Advert Request, you must supply a copy of your advertisement to the Council for review and publication.
- 4.2 The Council may at its discretion reject any proposed advertisement without incurring any liability to you whatsoever.
- 4.3 Your advertisement must comply with the Council’s specifications and size restrictions as 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.
- 4.4 Without limiting the Council’s discretion under clause 4.2, 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.

- 4.5 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.
- 4.6 You are responsible for ensuring that the display of your advertisement would not infringe any other person's intellectual property rights.
- 4.7 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 4.3 to 4.6, 7 and elsewhere in these terms and conditions. You are responsible for ensuring that your advertisement complies with such requirements.
- 4.8 For the avoidance of doubt, for each advert you wish to place you must submit a separate Advert Request.

## **5. Displaying your advertisement**

- 5.1 The Council will use its reasonable endeavours to publish/display your advert on the date agreed between you and the Council in the course of approving your Request.
- 5.2 Once your advertisement has been published, the Council will 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 8.

## **6. Invoicing and payment**

- 6.1 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. Upon receipt of payment from you, the Council shall publish your advertisement 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.
- 6.1 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 as at the date of the invoice. VAT will be added to all amounts payable at the prevailing rate.

## **7. Mistakes in advertisements**

- 7.1 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

## **8. Cancellation and refunds**

- 8.1 You may cancel your advertising at any time by giving to the Council not less than 30 days' notice of your wish to do so. You must give any such notice by email as soon as reasonably practicable.

- 8.2 The Council may cancel your advertising with immediate effect and cease displaying your advertisement in the following situations:
- 8.2.1 If your advertisement is found not to comply with any requirement contained in these terms and conditions;
  - 8.2.2 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
  - 8.2.3 If at any time and for any reason the Council considers that the display of your advertisement is not acceptable to it (in which case a refund may be payable by the Council under clause 8.4).
- 8.3 If the Council exercises its right to cancel under clause 8.2 it will take reasonable steps to alert you in writing, by telephone or by email.
- 8.4 You will not be entitled to a refund for any portion of the Advertising Period during which your advertisement is not displayed.
- 8.5 The cancellation of your advertising shall not affect any rights, payments due or causes of action accrued by you or the Council prior to cancellation.

## **9. No warranties**

- 9.1 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.
- 9.2 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.

## **10. Liability and indemnity**

- 10.1 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.
- 10.2 The Council's maximum aggregate liability to you in relation to any event or series of events connected to your advertising 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.
- 10.3 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 and/or any breach by the Council of its obligations under these terms of and conditions.
- 10.4 The limits and exclusions to liability set out in clauses 10.2 and 10.3 shall be in addition to any other limits or exclusions to liability contained elsewhere in these terms and conditions.
- 10.5 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.

## **11. Force majeure**

- 11.1 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.

## **12. Entire agreement**

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

## **13. Governing law**

- 13.1 Our agreement as described in clause 12 shall be construed exclusively in accordance with the laws of England and Wales. The Courts of England shall have exclusive jurisdiction.

## **APPENDIX 1**

### **THE COUNCIL'S OFFICE ADVERTISING CRITERIA**

- There are three advertising term lengths/durations – 3, 6, or 12 months.
- There are three types of advertising – notice board, leaflet holder, and glass display case. Some offices do not offer all types of advertising.
- You can purchase multiple slots across multiple offices.
- All prices/costs are excluding VAT.
- The Council operates a design/print service but this is subject to additional cost, time and resource. Email [celebrate@leics.gov.uk](mailto:celebrate@leics.gov.uk) for more information.
- You must provide all material. The max dimensions are:
  - Poster advertising board: A4 single sided sheet un-laminated.
  - Leaflet holder: EITHER A4, A5, or 1/3 of an A4 (DL envelope) – can be double sided e.g. a booklet, leaflet or brochure.
  - Glass cabinet: Each shelf space approx. 400mm(w) x 400mm(D) x 400mm(H).
- Upon confirmation of availability, You are to send a draft version of the material to be displayed by email to: [celebrate@leics.gov.uk](mailto:celebrate@leics.gov.uk), or post to: Craig Pickering, Leicestershire Registration Service, Anstey Frith House, Glenfield, Leics, LE3 8RN, so it can be approved/rejected prior to display. Photos are satisfactory for material to be displayed in a glass display case. If You have purchased multiple slots and wish to display differing/more than one design, You are to send through draft versions of each design. If approved, You must send the remaining material to the “Anstey Frith House” postal address above. For glass display cases, You can set up the display Yourself - You must email [celebrate@leics.gov.uk](mailto:celebrate@leics.gov.uk) to arrange a suitable time/date in which to do this.
- You must cover any/all delivery costs and assume full responsibility for delivered items.
- The Council is not responsible if material is defaced or removed in its entirety as the public will have unrestricted access to it. You will be notified if material is defaced or removed and You must ensure backup material is sent through promptly. Although not a requirement, it is recommended You send additional material over initially. You will also be notified if material depletes (leaflets etc); You must send additional material through promptly.
- Once the term has ended, all material will be discarded. If You wish to keep it, You must email; [celebrate@leics.gov.uk](mailto:celebrate@leics.gov.uk) prior to the end date, to arrange a suitable time/date to pick it up.