

1 Definitions and Interpretation Hull Local to link to that i

1.1 In these Terms:

Hull Local

means the seller of the Services Media Blocks Ltd a company registered in England and Wales under number 06522016

Advertisement

means any and all advertisement options purchased by you through Hull Local from time to time;

CAP Code

means the rules and guidelines which govern advertising and marketing communications as set out in more detail at www.cap.org.uk;

Content

means any text, images, plans, designs, logo, branding, graphics, maps, pictures, layouts, colouring, shading, drawings or any other record of any information in any form submitted for the purposes of an Advertisement;

Data

means any and all information obtained through the Website whether relating to information obtained from a end user of the Website or information derived from any business, financial and/or technical data, or other information obtained through the Website;

Intellectual Property Rights

means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, trade secrets, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, 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;

Listings

means the different level of advertising services available to you for purchase, in order for you to place an Advertisement on the Website;

Order Form

means the application form, order form, text document setting out your preferred method of Listings, Advertisement, your order, contact and business details, pricing and all other such details relating to the Services required by you;

Procedures

means the procedures set out by Hull Local in relation to completing an Order Form, placing an Advertisement, payment procedures and any other form of procedure which you are required to undertake by Hull Local;

Regulations

means any statutory legislation and/or regulation which governs advertising and/or marketing communications on the internet including but not limited to Conduct of Employment Agencies and Employment Businesses Regulations 2004, Race Relations Act 1976, the Sex Discrimination Act 1976, Disability Discrimination Act 1976, Employment Equality (Age) Regulations 2006, Consumer Credit Act 1974, Consumer Credit (Advertisements) Regulations 2004, Trade Description Act 1968, Financial Services and Markets Act 2000, Tobacco Advertising and Promotions Act 2002, Gambling Act 2005 and any other such act or legislation from time to time amended or updated;

Services

means the Services Hull Local agree to perform for you as set out in the Order Form;

you, your

means the person, individual, business, company or other entity set out in the Order Form requesting the Services;

Website

means primarily www.HullLocal.co.uk but where applicable and appropriate in these Terms, it may also include (but Hull Local being under no obligation to include) any other website, domain name owned or controlled through [Media Blocks Ltd.](#)

1.1

The headings in these Terms are for convenience only and shall not affect their interpretation.

1.2

Any reference in these Terms to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3

A reference to writing or written includes faxes but not e-mail.

2 Supply of Services

2.1

Hull Local shall provide the Services to you subject to these Terms. Any changes or additions to the Services or these Terms must be agreed in writing by Hull Local. A Contract is formed once you have placed an order through the Order Form and Hull Local have received the same.

2.2

You shall at your own expense supply Hull Local whether directly or through the Website (following the Procedures) with all necessary Content and all necessary data or other information relating to the Service required within sufficient time to enable Hull Local to provide the Service as set out in the Order Form.

2.3

You shall ensure that all Content or other information supplied by you complies with the CAP Code and Regulations. Hull Local shall have no obligation to check whether the Services requested by you, as set out in your Order Form complies with the CAP Code or Regulations and you should check to ensure the Services requested do not breach the CAP Code or Regulations before agreeing to purchase the Services. For the avoidance of any doubt you will not be entitled to a refund if your Advertisement is amended or cancelled as a result of any breach of the Cap Code or Regulations.

2.4

The Services shall be provided in accordance with the Order Form and otherwise in accordance with Hull Local's current brochure or other published literature relating to the Services from time to time amended, subject to these Terms.

2.5

Hull Local may correct any typographical or other errors or omissions in any brochure, promotional literature, Website, quotation or other document relating to the provision of the Services without any liability to you.

3 Charges

3.1

Subject to any special terms agreed, you shall pay Hull Local's Standard Charges and any additional sums which are agreed between Hull Local and you for the provision of the Services as set out in the Order Form or which, in Hull Local's sole discretion, are required as a result of your instructions or lack of instructions, the inaccuracy of any Content or any other cause attributable to you.

3.2

Hull Local shall be entitled to vary Hull Local's Standard Charges from time to time but where you have already agreed a price for a Listing, the price will remain the same for the 365 days and any changes will only be applied for the next following year.

3.3

All charges quoted to you for the provision of the Services are in Pounds Sterling (£) and are inclusive of any Value Added Tax, @ 15% (correct at 19-09-09) .

3.4

Hull Local accept Visa, MasterCard and all other well known credit cards together with debit cards as a form of payment through PayPal. By placing an order for Services through the Order Form you authorise Hull Local, or its agents processing payment on its behalf to charge the account you specify for the amount agreed in accordance with the Contract.

4 Intellectual Property Rights

4.1

You agree and acknowledge that any material created by Hull Local in order to provide the Services to you shall be a part of Hull Local's Intellectual Property Rights.

4.2

You warrant that all Content provided by you does not infringe the Intellectual Property Rights of a third party.

4.3

In order to provide the Services to you, you hereby grant a worldwide, royalty free, perpetual fully paid up non-exclusive licence (with a right to sub-licence where required by Hull Local) to reproduce, use, display, adapt, modify, transmit, download, stream, publish, air and generally disclose your Intellectual Property Rights using any media whatsoever to the world

4.4

You will indemnify and hold harmless Hull Local from and against any claim, liability that any Advertisement placed by you infringes the Intellectual Property Rights of a third party or is defamatory in any way whatsoever.

4.5

You agree and acknowledge that any and all Data shall belong to Hull Local and you further undertake at the request and reasonable expense of Hull Local to execute all such documents and do all such further acts as Hull Local may reasonably require by Hull Local in order to give effect to the terms of this clause.

5 Linking and Virus

5.1

You hereby provide consent for Hull Local to link your Advertisement to your website or other requested domain name.

5.2

You may link to the Website home page, provided you do so in a way that is fair and legal and does not damage Hull Local's reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on Hull Local's part where none exists.

5.3

You must not establish a link from any website or provide details of any website for Hull Local to link to that is not owned by you.

5.4

You must not provide any Content that may link to or contain viruses or other technologically harmful material that may infect computer equipment, computer programs, Data or other proprietary material. We also would prefer original content and not copy.

6 Suspension and Amendments

6.1

Without prejudice to any other rights Hull Local may have, Hull Local may cancel, suspend and/or amend any Listing, Advertisement, sponsorship or other Services requested by you which Hull Local believes in its reasonable and sole opinion will cause a detrimental effect to Hull Local or is in breach of the CAP Code,

Regulations or any other safety or statutory requirement or is otherwise objectionable, defamatory and may bring Hull Local into disrepute.

6.2

Hull Local may at any time without notifying you make any changes to the Procedures and Services which are necessary to comply with the CAP Code, Regulations and any other applicable safety or other statutory requirements.

6.3

For the avoidance of any doubt you will not be entitled to a refund if your Advertisement is amended or cancelled as a result of any breach of the Cap Code or Regulations.

7 **Warranties**

7.1

You warrant to Hull Local that any Content or other information provided by you and its use by Hull Local for the purpose of providing the Services will not infringe the copyright or other rights of any third party and you will indemnify Hull Local against any loss, damages, costs, expenses or other claims arising from any such infringement.

7.2

Hull Local warrants to you that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Order Form and at the intervals and within the times referred to in the Order Form.

7.3

Subject to these Terms Hull Local shall endeavour to make the Website available to all end users but you acknowledge and agree that computer and telecommunications systems are not interrupted or fault free and Hull Local do not make any representations or warranty in relation to such systems. You further acknowledge and agree that on occasion Hull Local may need to take the Website off-line for repair, maintenance and upgrade purposes and provide no guarantee or warrantee in relation to uninterrupted provision of the Website.

7.4

All warranties for the security, reliability, accessibility, timeliness, connectivity, compatibility, integration and performance of the Website are hereby expressly disclaimed to the fullest extent permitted by law.

8 **Limitation of Liability**

8.1

Hull Local shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any Content or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, in breach of the CAP Code or Regulations or any other fault by you.

8.2

Except in respect of death or personal injury caused by Hull Local 's negligence, or

as expressly provided in these Terms, Hull Local shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Hull Local, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services, and the entire liability of Hull Local under or in connection with the Contract shall not exceed the amount of Hull Local's charges for the provision of the Services, except as expressly provided in these Terms.

8.3

Hull Local shall not be liable to you or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Hull Local's obligations in relation to the Services, if the delay or failure was due to any cause beyond Hull Local's reasonable control.

9 Indemnity and Disclaimer

9.1

The Website may contain materials submitted by others over which Hull Local have no control. Hull Local have requested all users to follow the Terms of Use and these Terms but cannot guarantee the accuracy, integrity or quality of other Content. Hull Local do not endorse or approve Content submitted by others on the Website and will only endeavour to take action if notified by users or you that such Content is in breach of the CAP Code, Regulations or any other applicable safety or other legal and/or statutory requirements.

10 Termination or Cancellation

10.1

Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

11 General

11.1

These Terms (together with any terms, if any, set out in the Order Form) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.