

WEBSITE ADVERTISING TERMS - (B2B)

TRADE LOCALLY LTD.

OUR BUSINESS SERVICE TERMS.

These Business Terms apply in relation to all services that you purchase from us using this website. Please read our Terms of Business carefully before ordering. You should also print a copy for your own reference.

1. ABOUT US.

This website, www.tradelocally.co.uk, is owned and operated by Trade Locally Limited, Company Number 7443250 Registered in England and Wales. Our Registered Office is at: Ground Floor, 2, Woodberry Grove, North Finchley, London N12 0DR.

2. ABOUT YOU.

You confirm (a legal promise) that you are at least 18 years old and are legally capable of entering into binding contracts. You also warrant that your business/ the business you represent is based in and operates from the United Kingdom.

3. HOW THE CONTRACT BETWEEN US IS FORMED.

To order a service, you will be asked to enter various order details on the Site or on our Order Form. After entering these details and reviewing these Business Service Terms, you will be asked to indicate that you accept these Business Service Terms and agree to be bound by them by either clicking on the acceptance button if you are using our Site, or signing and returning the order form to us. A contract between you and us will be formed when we send you an email or letter confirming that we have accepted your order or we commence delivery of the service.

4. HOW LONG DOES THE CONTRACT LAST

Unless the Agreement between us is for a lesser fixed duration The Contract between you and us will last for one year and will then automatically continue year on year unless you or we end the Contract using the procedures set out in paragraph 7 below.

5. WHAT SERVICES DO WE PROVIDE.

Trade Locally Ltd offers two service levels as follows:

5.1 The Standard Business Directory Listing which includes the set up, advice, and ongoing maintenance of your Standard Trade Locally Business Directory Listing. All Business Directory Listings benefit from both on and offline promotion of the site throughout the period of their Agreement.

5.2 The Marketing Service which offers a range opportunities to upgrade your Directory Subscription or purchase additional services to promote and advertise your specific business or offers. Details are available from your Account Manager throughout the year and can be customised to the individual business.

6.0 SUBSCRIPTIONS, FEES AND PAYMENT

6.1. All Fees and Amounts quoted exclude VAT unless otherwise stated.

- 6.2. Invoices are issued following completion of The Agreement and Acceptance of The Order at the beginning of each contract. Prepayment is required prior to commencement of the service(s) unless otherwise specifically agreed.
- 6.3. Annual Fees pre paid in full prior to commencement of service(s) qualify for a discretionary discount of up to 5% .
- 6.4. Annual Fees can be paid by 10 equal monthly instalments, the first instalment being payable as a deposit prior to commencement of any services.
- 6.5. Payment accepted by Bank Standing Order subject to credit checks.
- 6.6. If you fail to make any payment on the due date we may charge you interest at 5% above Bank Base Rate at that time, remove your business listing and suspend without further notice all advertisement and services we provide to you until the matter is resolved.

7. CANCELLATION RIGHTS

7.1 You may serve notice to end our contract at any time in the last two months of the first year of our contract, such that the contract will terminate at the end of the twelfth month of service, by giving us notice in writing. If you do not give us notice of cancellation within this two month period the contract between us will continue and we will invoice you for the fees for the next year and each year thereafter.

7.2 If our contract continues after the first year you may end our contract by giving us written notice at any time in the last month of each additional year.

7.3 If you end our contract you will not be entitled to any refund of any fees that you have paid in advance or if you pay by Direct Debit you will still be required to pay the outstanding instalments. This will be the case even if you request us to cease providing the services before the end of the service period.

7.4 We may cancel our supply of services to you at any time by notifying you if, in our reasonable opinion, you have committed a material breach of these Business Service Terms and/or the [Terms and Conditions](#) and/or [House Rules](#).

8. OUR LIABILITY

8.1 We will use reasonable efforts to ensure that the Site is operational at all times. However, we cannot guarantee that the Site, services or any individual function or feature of the Site will always be available and/or error free. The Site, or an individual function or feature of the Site, may become unavailable from time to time if we are carrying out routine maintenance works or other works required in order to resolve an error in the Site or to otherwise change or upgrade the Site.

8.2 To the extent permitted by law, we hereby expressly exclude:

8.2.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity in relation to the services and the Site;

8.2.2 any responsibility for or liability arising out of any dealings you have with third parties that take place using or are facilitated by the Site;

8.2.3 any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the Site or in connection with the use, inability to use, or results of the use of the Site and services, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;
loss of data;
loss of goodwill; and
wasted management or office time.

8.3 Subject to clause 8.4 below, our total aggregate liability to you under or in relation to these Business Service Terms in any 12 month period, for any loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, will not exceed the total fees paid by you to us in that 12 month period.

8.4 Nothing in these Business Service Terms will affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

9. MATERIAL SUBMITTED BY YOU

9.1 You agree that written or visual material or content submitted by you for inclusion on the Site shall be fair and accurate, comply with all applicable laws and regulations and shall not breach any contract or violate or infringe any copyright, trade mark or other rights of any third party.

9.2 You give us a licence to use and publish your material on our Site and on the websites of other companies that we trade with even if the contract between us has ended.

9.3 You acknowledge that we may in our sole discretion decline to publish or remove any material and/or advertisement from the Site at any time.

9.4 You accept that it is your responsibility to check the accuracy of any advertisement or other material relating to your business prior to display on the Site and that we shall not be liable in respect of any error in such advertisement.

9.5 We shall not be required to return any advertising copy, artwork, photographs or other physical materials submitted by you to us.

10. MATERIAL AND LISTINGS CREATED FOR YOU BY US

10.1 If you have asked us to create material, an advertisement or a business listing for you by ticking the appropriate box we will do so using reasonable skill and care.

10.2 You consent to us retaining and using your website username and password to publish material, advertisements and other content on behalf of your business as we see fit.

10.3 You may ask us to update the material or listing we create for you twice a year. If you require further updates we reserve the right to charge you an additional fee.

10.4 The copyright in any text, designs or pictures we create for you will be owned by us. On cancellation or termination of this agreement you will no longer be able to use those items.

11. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that all intellectual property rights (which includes copyright and trade marks) in the Site and the listing services and technology belong to us and by purchasing services from us you do not obtain any rights in these.

12. PRIVACY AND DATA PROTECTION

Any data you provide to us via our Site or over the phone as part of the registration and payment for our services will be collected and used in accordance with our [Privacy Policy](#)

13. NOTICES

Notices given under these Business Service Terms, including cancellation, must be in writing. For these purposes, writing includes email and other electronic communications. We will send notices to the email address you provide when ordering or such other address as you may provide to us by updating your account details on the Site.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

You cannot transfer, assign, charge or otherwise dispose of your rights or obligations arising under these Business Service Terms.

15. WAIVER

If we fail to exercise or delay in exercising, a right or remedy provided by these Business Service Terms or by law, this will not constitute a waiver of that right or remedy. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

16. SEVERABILITY

If any provision of these Business Service Terms is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such provision will to that extent be severed from the remaining Business Service Terms which will continue to be valid to the fullest extent permitted by law.

17. RIGHTS OF THIRD PARTIES

A person who is not a party to the contract between you and us may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

18. ENTIRE AGREEMENT

These Business Service Terms represent the entire agreement between you and us in relation to their subject matter and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

19. LAW AND JURISDICTION

These Business Service Terms are governed by English law and the courts of England and Wales shall have exclusive jurisdiction over any claim or dispute arising under or in connection with these Business Service Terms.

20. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

20.1 We have the right to revise and amend these Business Service Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

20.2 You will be subject to our amended terms and conditions from the time that we notify you of the change. We have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of our notice.