

Terms & Conditions for Online Advertising

Please note that if for any reason, you don't agree with any of these Terms and Conditions, you should stop using this site immediately.

Payment of the agreed price together with submission of your text and any images will be deemed to indicate your acceptance of the general information elsewhere and the Terms & Conditions as shown on this page.

A. Terms & Conditions relating to Advertising across any site owned by Yokel Directory Ltd:

- 1.** By your use of this website you agree to these Terms & Conditions. In the following text, "you" and "your" refers to you, the user. "We" and "Us" refers to us, the publisher.
- 2.** These Terms and Conditions, for all purposes, shall be governed by and construed in accordance with English law. You also agree, subject to the following clause, to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under these terms and conditions. The Publisher shall retain the right to bring proceedings in the courts of the country of your residence.
- 3.** All entries must meet the general requirement of this website operating within the general ethos of the site or any other associated topics which we deem fit for inclusion. The Editor's decision is final as to the Advertising and Online Partners we carry and there is no right of referral or appeal as to such decisions
- 4.** We will refuse to display any adverts, news items or editorial content which is insulting, misleading, demeaning or offensive. Where payment has already been made, we will refund payment or re-credit an existing subscription.
- 5.** We will permanently remove any displayed entries which we subsequently discover to contain deliberate omissions which mislead the specific or general user of this site, or which contain deliberately incorrect statements of fact. Payment will not be refunded for such removed entries.
- 6.** We will take down any entries which we discover to have accidental errors and omissions, and/or accidentally incorrect statements of fact. Such errors or omission will have to be put right before the ad is re-posted. Payment will not be refunded for such removed entries.
- 7.** We will endeavour to get you live on our site as soon as possible however for legal purposes, we give ourselves two working weeks from receipt of all copy (including text and images) from the customer to build an advert and proof it across to the client. No advert will go live until approved by the client. Once approved, the 12 month contract will then begin.

8. Advertising packages run for 12 months (365 days) and commence on an agreed date, once your copy and payment has been received and approved. No work will commence without payment.
9. Any images submitted for inclusion in your ad/entry/page must be cleared for publication and must not infringe any other person's copyright.
10. If we discover that you are submitting or have submitted bogus or fraudulent information, we will remove all your advert / news stories including those which otherwise meet our usual requirements, immediately and make no refund in full or part. We will also refuse to carry any subsequent entry from you.
11. We do not guarantee that you will receive any response to your adverts or that responses will be from individuals or companies suitable for the entry advertised.
12. Our sites have been developed to help local businesses grow organically through the search engines. Whilst we will do everything in our power to improve your ranking on Google through our site through the use of key search terms, our back office SEO system, editorial content, pictures and video, we cannot guarantee that your page will be on the first page of Google.
13. Limitation of liability: Our total liability to any advertiser or other site user in respect of any services or site content is limited to the total amount paid to us by the advertiser or site user. As required by law, this exclusion does not extend to death or personal injury caused by our negligence.

B. Terms & Conditions relating to General Use of this Website

1. Copyright and Use of the Website

The copyright (copyright 2010 - 2014) in the material, and all other intellectual property rights including database rights, are owned by or licensed to the Publisher. You may (i) search, view, copy, print out and use material from the website for your internal business use only; (ii) make copies of such materials available to colleagues within your organisation only. You may not assign, sell, transfer or use the materials to provide any service to any third party without the Publisher's prior written consent. It is your responsibility to ensure that your use of the Website is not contrary to the laws of your country of residence.

The images, logos, names and trading marks used on this site to identify the Publisher, our products and services are our proprietary marks whether registered or unregistered. You may only use these marks and logos with our prior written permission.

The images, logos, names and trading marks on this site which identify the suppliers in the online directory belong to the relevant third party and are used with their permission. Nothing on this site confers any rights in respect of these images, logos or names. Providers of content and images for

use on this site must ensure that the content and images provided to us are owned by them or that they have permission for their use on this site.

The contents of the online directory are supplied to provide to the user information only, and do not imply any relationship between those listed and the Publisher, and nothing on this site shall be construed as creating such a relationship, including without limitation any advertising or citation of a supplier in conjunction or alongside any other supplier.

2. Service

The Publisher provides this website on an 'as is' basis. To the extent permitted by any applicable law, the Publisher makes no representations or warranties of any kind as to (i) the website or the availability of the website for access and use; or (ii) the accuracy, completeness or suitability for any purpose of any of the content on the website.

Any liability, however it occurs, for any inaccuracies or errors on this website is expressly excluded to the fullest extent permitted by any applicable law. Although the Publisher uses anti-virus software to protect the content against known viruses, the Publisher cannot guarantee that the material and downloads are free from viruses or malicious codes. It is your responsibility to ensure that you have taken precautions to protect your own computer system from virus infection.

The Publisher will take reasonable steps to ensure that the information published is accurate and may update the information at any time without notice.

Hyperlinks displayed on the website are provided for your convenience only. If you choose to follow any hyperlinks you will be leaving the Publisher's website.

The Publisher does not control or endorse the content of any other website and the Publisher does not accept any liability arising from your use of any hyperlink.

3. Liability

The Publisher accepts liability for death or personal injury caused by the Publisher's negligence or arising from the Publisher's fraudulent misrepresentation. The Publisher does not accept liability for direct or indirect losses arising from your use of this website, howsoever caused, whether or not it was notified of the possibility of your suffering any such loss.

Advertisers and sponsors are responsible for ensuring that all material submitted for inclusion on the website complies with applicable laws and regulations and the Publisher excludes its liability for any error or inaccuracy in any advertising material to the fullest extent possible.

4. Indemnity

You agree to indemnify and hold the Publisher harmless from and against all expenses, losses,

liabilities, damages or costs incurred or suffered and any claim which is brought arising from your use of the website or any breach of these terms and conditions, and in particular any infringement of any intellectual property rights of any third party.

5. Personal Information

The Publisher will only use any personal data collected during your use of this website in accordance with current UK data protection legislation and any other applicable data protection legislation. You authorise the Publisher to use, store and process any information that you provide to us, including your name, address and email address, as far as is reasonably necessary for us to provide our services. Please read our Privacy Policy for further information about the Publisher's use of personal data.

6. General

You may not assign, sub-licence or transfer any of your rights under these terms and conditions. If any or any part of these terms and conditions are deemed to be illegal or unenforceable, then that term or part thereof will be severed and deleted and the remaining terms and conditions will continue to be binding and enforceable.

You agree that these terms and conditions, for all purposes, shall be governed by and construed in accordance with English law. You also agree, subject to the following clause, to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under these terms and conditions. The Publisher shall retain the right to bring proceedings in the courts of the country of your residence.