

THIS AGREEMENT is dated as of the date of submission of the form from the website www.loveofthe40s.com or www.loveofthevintage.co.uk

BETWEEN

1. Rustic Bridge trading as Love of the 40s and the Love of the Vintage of 67 St Norbert Drive, Kirk Hallam, Ilkeston, Derbyshire DE7 4EF (RB) and
2. The client as stated on the form submission
(the Client)

The Client wished to engage RB for the provision of Advertising and Marketing Services (the Services) and it is Agreed as follows:

1. The Services

1. RB will provide the websites www.loveofthe40s.co.uk and www.loveofthevintage.co.uk (jointly called 'the Websites') and will use its best endeavours to keep them online and visible.
2. RB will put Advertisements provided by the Client on one or both Websites as agreed for the period and at the Fee agreed between the parties all as set out in the Schedule attached. The Advertisements may be for the provision of Services or Products by the Client including Entertainment.
3. The Client may amend the Advertisement over the time of the Contract subject to a reasonableness test and may have different Advertisements on the different Websites.
4. RB has the right to amend any Advertisement as it believes necessary and has final editorial control.

2. The Obligations of the Client

1. The Client will provide RB with all information requested and necessary for provision of the Services. The information will be complete, honest and accurate and the Client will inform RB of any changes in the information during this Agreement.
2. The Client will immediately report any problems to RB.
3. The Client will ensure that they have the right to use all images, logos, photos or other visuals (collectively called 'the Images') and warrants that all necessary consents from photographers, models, parents have been properly obtained and are current.
4. The Client warrants they have the proper authority to place any Advertisement and engage the Services and have access to and authority over any website, email and social media provided.
5. The Client will indemnify RB against any claims, liabilities, damages or other expenses arising from the improper use of Images or any other issue arising from the Advertisement.

3. The Fee

1. The Fee will be as set out in the Schedule attached.
2. The Fee will only cover the Advertisement and other Services as set out in the Schedule hereto.
3. Unless otherwise agreed the Fee must be paid in full before the Advertisement and any other Services will start.
4. If it is agreed the Fee will be paid in stages, the Client will set up a direct debit for the payment of the Fee on the Dates agreed.
5. If the monthly Fee is not paid on the due date agreed RB has the right to suspend all Services until the payments are brought up to date and may require payment in advance before proceeding any further.
6. The Fee is non-refundable. In the event of the Client wishing to cancel the Services for whatever reason or not providing any content any balance of the Fee shall become immediately payable in full.
7. This Agreement will commence upon receipt of the Fee and the time periods start even if no content has been received.
8. RB has the option of sending the Client a renewal notice one month before the end of the agreed period of this Agreement.

1.RB's Right to Terminate the Agreement

1. RB has the right to terminate this Agreement for any reason on giving the Client 30 days' notice.
2. RB has the right to terminate the Agreement if monthly payments are constantly unpaid on time.
3. RB has the right to terminate this Agreement immediately without any compensation if it

Considers that the Client has not acted in good faith, not provided accurate information, acted inappropriately or been in breach of these terms and Conditions.

1.Intellectual Property including Copyright

RB own all Intellectual Property in all their resources including the Websites , Facebook pages and Calendar provided by RB. They must not be reproduced or copied in any way not authorised by RB or damages will be payable to RB.

2.Liability

1. The liability of RB shall be limited to the cost of the refund of the Fee to the Client.
2. RB will only have liability to the Client. No part of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.
3. Nothing in this Agreement excludes or limits its liability for fraud, death or personal injury by negligence or any other matter for which it would be illegal to exclude or attempt to exclude liability.

1.Queries

Any issues between the parties or problems with the Services provided must be raised within 14 days of the issue becoming known to the Client.

3.General Data Protection Regulation (GDPR)

The Client agrees to comply with GDPR regarding all Data it processes in relation to or as a result of the Services provided by RB.

4.Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes any previous statements or agreements between the parties.

5.Amendments to Agreement

Any amendment to this Agreement must be in writing and agreed between the parties.

6.Terms and Conditions

This Agreement is subject to the current Terms and Conditions of RB. The Client agrees by signing this Agreement that they have received a copy of these, and they have read and understand the contents.

5.Applicable Law

This Agreement shall be covered by the laws of England

Signed by RB Marie Bainbridge

Signed by the Client The signature of the client will be submitted by ticking the box on the form submission.