

Rustic Bridge
Love of the 40s
Love of the Vintage
Terms and Conditions September 2019

1. General

For these Terms and Conditions:

- a. RB will be Rustic Bridge trading as Love of the 40s and Love of Vintage of 67 St Norbert Drive, Kirk Hallam, Ilkeston, Derbyshire DE7 4EF.
- b. The Client will be the individual, organisation, group or business that has requested a Service from RB.
- c. The Service will include but not be limited to advertising on one of the websites of RB currently www.loveofthe40s.co.uk and www.loveofthevintage.co.uk (the Websites), any of the Marketing Services provided by and provision of the Products sold by RB.
- d. The Fee is the sum stated in the Contract for the provision of the Advertising Service or other services.
- e. The Contract is any agreement for the provision of a Service between RB and the Client.

2. Responsibilities of the Client

- a. They will provide RB with all information requested or is obviously applicable to the Contract. There must be full, honest and complete disclosure. Any changes to information during any Contract must be reported to RB.
- b. The information for advertisements on the Websites will be promptly provided and accurately represent the service or product offered by the Client.
- c. The Client will ensure and warrant that they are entitled and authorised to place the advertisement and use the website, email and social media links provided for use in the Advertisement.

3. Advertisements on Websites by Clients

a. The Client will provide an accurate description of their product or service with any website, email or social media links they wish to use.

b. Any image or photo provided with the Advertisement will comply with the specifications below (see Clause 6).

c. The Contract will commence once payment of the Fee by PayPal or such other method as RB shall prescribe is received by RB. If the content of the advertisement is not received immediately it shall be at the Clients expense as it is their omission that has led to the advertisement not appearing.

d. The Client can tailor the advertisements to the target market if the choice to advertise on more than one website is taken.

e. An Advertisement can be amended at any time throughout the contracted period subject to an overall reasonableness test. Repeated amendments in a monthly period will not be allowed.

f. The Client warrants any actions that may offend or are not suitable for children will be described as such and that they will always act in a competent and professional manner when providing their service. They also warrant that their service correctly reflects the era as described by them and will present themselves in attire and all other aspects in a way appropriate to that era.

g. The Client warrants that they will deal with all inquiries, bookings and sales of their service in a professional manner. If they have to change any booking or sales, they will give their client proper notice in accordance with any agreement between them and their customers.

h. If a Client has more than one service a discount may apply to any Service with RB and they should contact RB to discuss further.

i. If a Client wishes to use the Featured section, where applicable, on the Websites then an additional fee will be charged.

4. Events

a. Details of any events relating to the 1940s or All things Vintage can be advertised on either of our Websites for free.

b. Some of the Event Notifications are posted by RB from general information obtained from general sources. RB takes no liability for accuracy. Such Notifications are indicated as such on the Websites.

c.If the Client places a Notification of an Event on our Websites, they have sole responsibility for the content of any Notification and warrants to RB that all details provided are complete and accurate.

d.The Client must then inform RB of any changes or amendments to the details of the Events as soon as possible.

e.If any event is postponed or amended the Client must inform RB immediately.

f.All Event listings must be provided with details of the organiser, the location and any entry fee. A contact email and phone number for the organiser of the Event must also be provided.

g.RB may offer an Advertiser the option of an Event being a Featured Event with extra information published and followed by a review. A charge would be made for this service.

5. The Calendar.

a. This is produced annually at the option of RB.

b. RB will request members of the public to submit photos suitable for the era of the Calendar being produced.

c. The photos or other images must comply with the specifications below and the person submitting them warrants this is the case.

d.The Calendar is produced primarily for charity and a family audience. Those submitting photos and images or purchasing the final product should be aware of this and act accordingly.

e.The Calendar will be posted to any buyer upon receipt of payment by PayPal or any other method prescribed by RB.

6. Images, Logos and Photos.

a. The Client submitting any images, logos, photos, or any other visual expression (collectively called Images) is personally responsible for ensuring they have the correct consents, releases and permission to use the Images for that purpose. This will include but is not limited to the use of names, people, trademarks, registered or copyright designs, works of art depicted in any picture, design or any other intellectual property, model releases and any other necessary consents.

- b. The Client will indemnify RB against all costs, expenses, damages, claims and legal costs arising from such failure to obtain such clearances or any issue arising from the use of the Images.
- c. The Client will ensure they have the full consent of the photographer for any photo used by RB on their websites, Social Media outlets or Calendar.
- d. The Client will ensure that everyone in any photo provided has given their consent to its use. This will cover any photo taken on any private property.
- e. The Client will ensure that the consent of the parent or guardian of any child in any photo has been obtained before its use.
- f. If any consent so obtained as above is withdrawn the Client will compensate RB for any losses or expenses.
- g. The Images must be of good quality or they may be rejected by RB without liability.
- h. No editing services for Images will be provided by RB. However, RB reserves the right to amend the Image as it considers appropriate.

7. Intellectual Property

- a. RB will own all intellectual property including the copyright and trademarks in their Websites, any Social Media outlets, Calendar and other marketing materials and products.
- b. The Client or any Third Party will not use or in any way represent themselves to be or represent RB in any way.
- c. Any breach of the copyright or trademark of RB shall result in damages being payable to RB.
- d. All written materials supplied in connection with any Services provided by RB are subject to copyright. They must not be reproduced, copied in any way electronically or otherwise or used in any way not authorised by RB.
- e. RB will grant the Client a Licence to use the materials in connection with their business only.
- f. If any written materials are found to have been used except in accordance with these Terms and Conditions by the Client or by a Third Party, then damages will be payable to RB.

8. Termination of Contract

- a. RB shall be entitled to terminate any Contract with a Client for any reason upon giving 30 days' notice.
- b. RB shall be entitled to terminate any contract immediately without any compensation if it considers the Client has not acted in good faith, has not provided accurate information, acted inappropriately or been in breach of these Terms and Conditions.

9. Contract

- a. The details of each Service relating to advertising on the Websites will be as set out in the Contract signed by the parties. The Contract must be signed before commencing any Services. This is a legal document and the Client must not sign unless they understand the contents.
- b. RB reserves the right to amend the content of the Contract as deemed appropriate over time for any reasonable purpose.

10. The Fee

- a. Clients will be asked to either make payment of the Fee before any work is started or as otherwise agreed.
- b. If it is agreed that the Fee is paid as a monthly retainer, the Client will set up a standing order or such other agreed method of regular payment. A set date per month for payment will be agreed.
- c. If any monthly or other payments are not received on the due date RB reserves the right to suspend all Services to the Client until the account is brought fully up to date. RB may then ask for payment in advance before proceeding further and in extreme cases will end the provision of Services without liability if payments are constantly unpaid on time.
- d. The Fee paid will not include any external advertising, event fees, online marketing fee, Booking fees or external payments to any other suppliers of any kind.
- e. The Fee will start running from when received irrespective of whether RB is able to process any Service.
- f. If the Fee is an annual charge it will end at the end of the month 12 months on from when the charging period started. So, a Fee paid on 15 September is due for renewal on 1st October in the following year.

- g. One month before the end of any charging period the Client will be sent at the discretion of RB a renewal notification. The Client may then be given the option to renew by entering into a new contract with RB upon the terms agreed at that point.
- h. If any payment is not received on the due date RB reserves the right to cease any Services until the account is brought fully up to date. If the default continues or is constantly repeated RB can terminate the contract without liability.

11. Cancellation and Refunds

- a. Once a Client has signed a contract there is no right of cancellation.
- b. No refunds will be given.

12. General Data Protection Regulation (GDPR)

RB will comply with GDPR and all other Data Protection legislation. They will provide a copy of their Privacy Notice on their Websites. RB will only process data to the extent required to enable it to provide the Service and as necessary to comply with its own legal obligations. RB may contact the Client with details of similar services and offers in the future as allowed by GDPR.

12. Force Majeure

RB will not be liable for any delay or inability to provide any Service if the delay or inability is due to circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder, fire, inclement or exceptional weather, industrial action, hostilities, breakdown, shortage of labour, power or other supplies, closure or issues with any proposed venue, governmental order or intervention.

13. Complaints

Complaints should be raised with RB initially by telephone and confirmed in writing by email to loveofthe40s@gmail.com within 14 days of the incident that gave cause to the complaint occurring.

14. Severance

If one or more of these terms are found to be unlawful or otherwise unenforceable that provision will be deemed severed from the remainder of these terms and conditions which will remain valid and enforceable.

15. Limit of Liability

- a. RB will not be liable for any claim for indirect, special or consequential loss, damage, costs, expenses or any loss of profits made by the Client or any Third Party.
- b. The Client's remedies in respect of any claim against RB shall be limited to the refund of the Fee.
- c. Nothing in these Terms and Conditions will limit or exclude liability for death or personal injury resulting from negligence or any liabilities that may not be excluded by law.

16. General

- a. All Clients are expected to have the relevant insurance cover in place for the Service or Product provided by them. e.g. Public Liability Insurance. RB has no responsibility for any failure of the Client to have insurance in force.
- b. RB is not responsible for any Contract between a Client and their own client or any Third Party. Any disputes must be settled between the parties to any such contract and RB will not become involved in any disputes or provide any mediation service.

17. Applicable Law

These Terms and Conditions shall be governed by the laws of England.