

FROME COLLEGE
BOOKING FORM
ADVERTISING IN TERMLY NEWSLETTER

Name of Advertiser:			
Contact Details:			
Invoice address:			
Type of advert required: (Tick as appropriate)	Full page portrait advert £170 + VAT per issue 196mm (W) x 280mm (H)		
	½ page landscape advert £99 + VAT per issue 196mm (W) x 138mm (H)		
	¼ page portrait advert £69 + VAT per issue 95mm (W) x 138mm (H)		
In which issue would you like your advert to be first displayed in the newsletter? Please tick	Term 1 October	<input type="checkbox"/>	Term 4 March
	Term 2 December	<input type="checkbox"/>	Term 5 May
	Term 3 February	<input type="checkbox"/>	Term 6 July
How many issues would you like your advert to feature in?			
Start Date:	End Date:		
Total cost: (Advert cost x No. of issues)			

PLEASE SEE OVERLEAF FOR TERMS AND CONDITIONS

(By signing this document you are bound by the Terms and Conditions overleaf)

Signed:

Signed:

Name:

Name:

Advertiser:

Frome College

Date:

Date:

TERMS AND CONDITIONS OF CONTRACT



1. Definitions

Advert	The image to be published in the Newsletter, provided by the Advertiser, as per the Booking Form.
Advertiser	The person/organisation that this booking is made for.
Booking Form	The document submitted by the Advertiser to the College.
College	Frome College.
Newsletter	The publication by the College in which the Advertiser's Advert will be placed.

2. Basis of Contract

2.1. The College will publish the Advertiser's Advert in the Newsletter in accordance with the Booking Form and these terms and conditions.

2.2. The Advert will be published as provided by the Advertiser, who is solely responsible for the accuracy of the image and its content

2.3. Upon the Advertiser receiving a Booking Form signed on behalf of the College this document shall constitute a binding contract upon both parties

2.4. This contract will be for the placing of an Advert in the College's Newsletter which is published six times per year.

2.5. The number of times the Advert will be published in the College's Newsletter is indicated in the Booking Form.

2.6. This contract will end on the publication date that the indicated number of issues the advert is to be run has been published.

3. Warranties

3.1. The Advertiser warrants that the advert provided to the College does not:

3.1.1. Infringe on any other person's intellectual property rights.

3.1.2. Contravene any law or statutory guidance, whether relating to advertising or otherwise.

4. Price and Payment

4.1. The price per issue shall be as indicated on the booking form for the number of issues that the Advertiser requested their advert to be placed for.

4.2. Upon the booking being confirmed, the College will raise an invoice which must be paid by the Advertiser within 14 days of receipt.

4.3. Any late payment may incur interest at an annual rate of 8%.

4.4. Any late payment which exceeds 60 days will be defined as a material breach of the contract, and the College shall be allowed to terminate the contract.

5. Advert Images

5.1. The advert must be provided as an image in JPEG or PDF Format to the College, at least 10 days before the publication date of the newsletter.

5.2. The College accepts no responsibility for poor clarity images where that is as a result of the quality of the image provided. The Advertiser is responsible for ensuring that the image can be displayed at the size required in sufficient clarity.

5.3. The College reserves the right to not accept an order for an advert in the College Newsletter.

6. Termination

6.1. The College will be entitled to terminate the contract in the following circumstances:

6.1.1. If the College reasonably believes that the Advertiser has breached the Warranties at 3.1.

6.1.2. If the College has refused to include an image in accordance with 4.3

6.1.3. If a payment has remained outstanding for 60 days or more

6.1.4. If in the sole opinion of the College the Advertiser (including its employees and any person associated with it), or the Advert pose a risk to the health or welfare of any pupil of the College or person associated with the College.

6.1.5. If, in the College's sole opinion, its continued association with the Advertiser will be likely to cause the school reputational loss or harm.

6.1.6. If the College ceases to publish the Newsletter

6.2. Where the College terminates in accordance with 6.1.1-6.1.4, the Advertiser shall not be refunded any sums paid, and any sums outstanding shall remain owing.

6.3. Where the College terminates in accordance with 5.1.5-5.1.6, the Advertiser shall be refunded on a pro-rata basis and any sums outstanding to the College shall be paid on a pro-rata basis.

7. Variations

7.1. Neither party shall be bound by any variation or waiver to these conditions unless that is evidenced in writing and is signed by both parties.

8. Governing Law and Jurisdiction

8.1. Any dispute in relation to this contract is to be governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of it.

9. Rights of third parties

9.1. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9.2. The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

10. Non-assignment

10.1. The Advertiser shall not transfer or assign directly or indirectly to any person whatever any portion of the Contract without the prior written permission of the College.

10.2. The Advertiser will procure that any assignees appointed in accordance with sub-clause 9.1, will abide by and comply fully with these Terms and Conditions.

10.3. The College may without the consent of the Advertiser assign or transfer any of its rights or obligations under this Contract, in whole or in part, to any entity to which all or part of the business and assets of the College are subsequently transferred including, without limitation, any special purpose company in which the College is a shareholder and through which the College's business (or part thereof) may be conducted in the future.

11. Indemnity Clause

11.1. The Advertiser agrees to indemnify the College against:

11.1.1. Any losses, whether directly or indirectly, arising from any breach of the Warranties at 3.1

11.1.2. Any claim made against the College by a third party arising out of or in connection with flowing from the placing of the Advertiser's Advert in the College Newsletter.

11.1.3. This clause 11 shall survive termination of the Contract.