

# FROME COLLEGE BOOKING FORM FOR ADVERTISING IN COLLEGE NEWSLETTER

Name of Advertiser				
Contact Details				
Invoice address				
Type of advert (tick as appropriate)	Full page portrait advert £150 + VAT per issue 196mm (w) x 280mm (h)			
	½ page landscape ad £80 + VAT per issue 196mm (w) x 138mm			
	1/4 page portrait advert £55 + 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 Term 2 December Term 3 February		Term 4 March Term 5 May Term 6 July	
How many issues would you like your advert to feature in?				
Start Date: Price (Advert price x No. of issues)	End Date:			

# PLEASE SEE OVERLEAF FOR TERMS AND CONDITIONS

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 School
Newsletter	The publication by the school in which the Advertiser's Advert will be
	placed
School	Frome College

#### 2. Basis of Contract

- 2.1. The school 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 School this document shall constitute a binding contract upon both parties
- 2.4. This contract will be for the placing on an Advert in the School's newsletter which is published six times per year.
- 2.5. The number of times the Advert will be published in the School'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. Price and Payment

- 3.1. The price per issue shall be as indicated on the booking form for the number of issues that the Advertiser indicated that they wish their advert to be placed for.
- 3.2. Upon the booking being confirmed, the school will raise an invoice which must be placed by the Advertiser within 14 days of invoice date..
- 3.3. Any late payment will incur interest at an annual rate of 8%
- 3.4. Any late payment which exceeds 60 days will be defined as a material breach of the contract, and the school shall be allowed to terminate the contract.

## 4. Advert Images

- 4.1. The advert must be provided as an image in JPEG Format to the School, at least 7 days before the publication date of the newsletter.
- 4.2. The school accepts no responsibility for the appearance or clarity of the image. The Advertiser is responsible for ensuring that the image can be displayed at the size required in sufficient clarity.
- 4.3. The school reserves the right to not feature any image which, in the school's reasonable opinion, is/would be offensive to either the school or the readers of the newsletter.

#### 5. Termination

- 5.1. The School will be entitled to terminate the contract in the following circumstances:
- 5.1.1. if the School has refused to include an image in accordance with 4.3
- 5.1.2. if a payment has remained outstanding for 60 days or more
- 5.1.3. if the School has any Safeguarding concerns about the services the Advertiser provides, its employees or any person associated with the Advertiser.
- 5.1.4. If the School ceases to publish the newsletter
- 5.2. Where the School terminates in accordance with 5.1.1-5.1.3, the Advertiser shall not be refunded any sums paid, and any sums outstanding shall remain owing.
- 5.3. Where the School terminates in accordance with 5.1.4, the Advertiser shall be refunded on a pro-rata basis and any sums outstanding to the School shall be paid on a pro-rata basis

### 6. Variations

6.1. 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

### 7. Governing Law and Jurisdiction

7.1. 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.