

Marketing opportunities – T&Cs

1. Definitions and interpretation

1.1 In this Terms and Conditions, the following words shall have the following meanings:

“**Advert**” means a basic or enhanced website listing or box advertisement on the Website, paid promotion through Visit Northumberland social media channels, advertisements in our email newsletter, or on a screen in a Northumberland Tourist Information Centre, or a printed advertisement in a publication produced by Northumberland Tourism, incorporating the Promotional Content;

“**Agreement**” means the agreement between you and us, comprising the Order Form and these Terms and Conditions;

“**you**” means the person, company or organisation detailed in the Order Form who wishes to place an Advert (on the Website or in a publication as described above) and the term “**your**” shall be interpreted accordingly;

“**we and us**” means Northumberland Tourism Group and includes Northumberland Tourism Ltd, a company limited by guarantee (company registration number 05771216) and NT Online CIC (company registration number 08569650) with their registered office at Wansbeck Workspace, Rotary Parkway, Ashington, NE63 8QZ and the term “**our**” shall be interpreted accordingly;

“**Order Form**” means the online order form filled out by you to request us to provide services to you, located on the Website, which makes reference to these Terms and Conditions;

“**Order Invoice**” means an invoice for our services sent to you in accordance with these Terms and Conditions;

“**Quality Charter**” means Northumberland’s Accommodation Quality Charter, a copy of which is set out in Schedule 1 to these Terms and Conditions, as such document may be amended from time to time and notified by us to you;

“**Promotional Content**” means the text and image (and any other information or materials) supplied by you to us for use in the Advert;

“**Website**” means whichever website specified of Northumberland Tourism Group’s websites which are currently at www.visitnorthumberland.com and www.northumberlandtourism.co.uk.

2. The Agreement

2.1 By completing the online Order Form or requesting that we place an Advert, you are agreeing that these Terms and Conditions shall govern the agreement between us to the exclusion of any other terms and conditions.

2.2 To place an Advert you must supply us with the Promotional Content for the Advert at your own expense and in such format as we may specify from time to time. You agree that Promotional Content must be submitted to us promptly and in any event not later than 7 working days before any start date set out in the Order Form (if relevant). You also agree to provide us with any additional information and materials we may reasonably request from time to time to enable us to comply with our obligations under this Agreement.

2.3 You understand and agree that you are solely responsible for the accuracy of the Promotional Content and for checking the accuracy of the Advert prior to and after publication and approving it through www.ntads.co.uk (if relevant). You also understand and agree that we may reject any Promotional Content you provide if (in our absolute discretion) we consider that; (i) it does not meet the required technical or aesthetic standards, or (ii) it may breach the terms of this Agreement or create a liability for us; or (iii) it may have an adverse impact on our reputation or the reputation of the Website or Northumberland.

2.4 You understand and agree that you will comply with your requirements as set out in the Quality Charter and that we may reject any Promotional Content you provide if (in our absolute discretion) we consider you to have (i) previously breached the provisions of the Quality Charter; or (ii) provided Promotional Content that is in breach of the provisions of the Quality Charter.

2.5 Subject to clauses 2.2, 2.3 and 2.4 above, we agree to use our reasonable endeavours to create an Advert incorporating the Promotional Content and to display that Advert on the specified pages of the Website, in the agreed email or social media communication, on the Tourist Information Centre screen, or in the relevant publication, from the start date set out in the Order Form.

2.6 You acknowledge and agree that (i) the precise appearance, positioning as well as the frequency and timing of delivery and display of the Advert shall be determined by us in our absolute discretion; and (ii) we do not provide any guarantees regarding the number of times the Advert will be displayed to, viewed by or clicked on by visitors to the Website, or Tourist Information Centre, recipients of our email newsletters or followers of our social media communications, viewed by readers of the publications, or the number of enquiries or sales which may result from the Advert. Any marketing statistics included in our promotional literature are prepared in good faith for illustrative purposes only and should not be relied upon as an accurate statement of likely results which will be achieved by your Advert.

2.7 You acknowledge and agree that the Advert does not in any way signify that we endorse your business or its products or services and you agree not in any way to represent that we do.

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3 Price and Payment

- 3.1 In return for us agreeing to create and display the Advert, you agree to pay the fees specified in the Order Invoice. This fee is for the placement of the Advert and does not include design work unless expressly stated. The fee for online box Advert includes; (i) if Northumberland Tourism create the advert, a one-off advert origination fee to set-up and activate the Advert (the "Set-Up-Fee") and; (ii) a fee dependent upon the number of Website users who click on the Advert (the "Per Click Fee"). The Order Form allows you to set a limit on the Per Click Fees (the "Advertising Commitment"). Unless otherwise stated, all fees set out in this Agreement are exclusive of Value Added Tax or other applicable sales tax, which you agree to pay at the prevailing rate.
- 3.2 Unless otherwise agreed in writing, all fees due under this Agreement shall be paid in advance, prior to the Advert being created or published by us, by BACs, direct debit or by credit card. Payment terms are by 30-day invoice. In the event that you fail to pay any sums due under this Agreement when due then (in addition to any other rights we may have) we shall be entitled to (i) withhold or suspend performance of our obligations under this Agreement including (without limitation) by removing the Advert from the Website, Tourist Information Centre screen or publication; or (ii) charge interest at the annual rate of 3% over the prevailing rate of the Bank of England such interest to accrue from the due date until payment is made in full.
- 3.3 Website entries on visitnorthumberland.com are purchased on 12 monthly contracts whether paid for annually or by direct debit. If you opt to pay for your advertising by direct debit this will be a rolling agreement with monthly payments deducted from your bank account on or around the 15th of each month. The agreement will automatically renew at the end of the first 12 month advertising period, with payments continuing to be deducted monthly until the agreement is terminated in accordance with clause 4.2. In the event that you terminate your direct debit payment before the end of your contract you shall be required to make immediate and full payment of all remaining monies outstanding. GoCardless is the designated direct-debit collection service used by Northumberland Tourism Group – further information at www.gocardless.com
- 3.4 If you change or update your bank account details you must contact us to advise of new details at least 7 days before your next payment is due.
- 3.5 Northumberland Tourism reserves the right to change our fees at any time and undertakes to advise customers of this via email and on our website giving one month's notice.

4. Term and Termination

- 4.1 This Agreement shall come into force on the date that you authorise the Order Form online or otherwise confirm that you accept the terms of this Agreement and (unless terminated early under clause 4.2 or 4.3 below) shall continue until the end date specified in the Order Form, or (if earlier) until the advertising commitment specified in the Order Form has been exhausted. You may extend publication of the Advert after this period with our agreement by paying the applicable fee or fees.
- 4.2 Either party may terminate this agreement by giving 7 days written notice to the other at any time. In the event that we terminate this agreement under this clause 4.2 we shall give you a pro-rata refund of any Fees which you have paid in advance and which have not been utilised. In the event that you terminate this Agreement under this clause 4.2 you shall not be entitled to any refund of any fees already paid. Under this clause 4.2 you shall be required to complete payment of any outstanding invoice; and will not be entitled to any refund of fees. If you chose to pay by Direct Debit you will be required to pay any outstanding months' payments until the end of your contract term immediately and in full.
- 4.3 We may also terminate or suspend this Agreement and/or remove the Advert from the Website or publication at any time without notice to you if: (i) you have breached any of the terms of this Agreement or (ii) you have failed to pay any sums due under this Agreement by the due date; or (iii) you have ceased to trade, go into liquidation, become bankrupt, make a voluntary arrangement with your creditors or have a receiver or administrator appointed or suffer any similar event in consequence of debt or (iv) we reasonably believe that the Advert is in breach of the requirements of the Quality Charter, may create a liability for us or may adversely affect our reputation, or the reputation of the Website or Northumberland.

5. Warranties and Indemnity

- 5.1 You warrant and agree that; (i) you have full power and authority to enter into this Agreement; and (ii) the Promotional Content and any associated or linked material, complies with all applicable laws, regulations and industry codes including but not limited to the CAP Code and those laws, regulations and codes of practice relating to data protection, e-commerce, direct marketing and advertising; and (iii) the Promotional Content and associated or linked material does not contain anything which is illegal, defamatory, libellous, threatening, harassing, obscene, offensive, pornographic or which may otherwise adversely affect our reputation or the reputation of the Website or

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Northumberland; and (iv) the Promotional Content and any associated or linked material does not infringe any third party's copyright or intellectual property rights or other rights.

- 5.2 You agree to indemnify us against all costs, claims, damages, losses and expenses suffered by us which relate to or arise out of (i) any breach by you of the terms and conditions of this Agreement or (ii) any claim or complaint made by a customer or prospective customer of yours who has viewed or relied on the Advert (iii) any claim that the Promotional Content or its use by us in accordance with this agreement infringes the copyright, intellectual property rights or other rights of any third party.

6. Liability

- 6.1 Nothing in this Agreement shall operate to exclude or limit Northumberland Tourism's liability for death or personal injury caused by its negligence, or fraud or any other liability which cannot be excluded or limited under applicable law.
- 6.2 Subject to clause 6.1, in no event shall we be liable to you (whether in contract, tort, negligence or otherwise) under or in connection with this Agreement for (i) any loss of profits, loss of business or anticipated savings; (ii) any loss of goodwill or reputation or (iii) any indirect, special or consequential losses whether or not such losses were in the contemplation of the parties at the date of this Agreement.
- 6.3 Subject to clause 6.1, in no event shall our total liability (whether in contract, tort, negligence or otherwise) under or in connection with this Agreement exceed 100% of the total fees paid by you under this Agreement.

7. Intellectual Property Rights

- 7.1 We (and our licensors) shall retain ownership of all copyright and intellectual property rights in the Website and software used by the Website and any publication thereof and nothing in this Agreement shall be taken to grant any rights to you in respect of such copyright and intellectual property rights.
- 7.2 We acknowledge and agree that you shall retain and own all copyright and intellectual property rights in the Promotional Content and accordingly you hereby grant to us a world-wide, non-exclusive, royalty-free right and licence to use the Promotional Content to create and publish the Advert for the purposes set out in this Agreement.

8. General

- 8.1 You may not re-sell, assign or transfer any of your rights under this agreement without our prior written consent.
- 8.2 These terms and conditions together with the terms set out on the Order Form constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 8.3 A notice required or permitted to be given by either party to the other under this Agreement shall be in writing and may be served by delivering it personally or sending it by pre-paid recorded delivery or by fax or by email to the address set out on the Order Form or such other address as may have been notified pursuant to this provision to the party giving the notice.
- 8.4 No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 8.5 A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy for a third party which exists or is available apart from that Act.
- 8.6 English law shall apply to the Agreement, and the parties agree to submit to the exclusive jurisdiction of the English courts in respect of any matter of dispute arising out of this agreement.

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Schedule 1 Northumberland's Accommodation Quality Charter

When you purchase advertising for your accommodation on www.visitnorthumberland.com and related websites, in our email newsletters or social media communications, in our print publications, within Northumberland's Visitor Information Centres, and in our tourism marketing campaigns, we ask that you agree to the 11 point charter below.

1. **Working with Northumberland Tourism.** To work positively and proactively with Northumberland Tourism's team and representatives; to ensure the positive promotion of Northumberland to our visitors.
2. **Welcome.** To provide a warm welcome to all visitors, demonstrating our 'Independent Spirit'
3. **Customer satisfaction.** To have a complaints policy that can be implemented speedily and effectively; to ensure that any issues that may arise are resolved by prompt, professional and polite action.
4. **Quality and Standards.** To maintain good standards of service and cleanliness.
5. **Accuracy.** To ensure all information provided for visitors is up to date, accurate, provided at the right time and by appropriate methods.
6. **Information.** To ensure all information is readily available to visitors, especially with regard to pricing (including extras), taxes and payment, and packaged items.
7. **Accessibility.** To maintain an Accessibility Statement that is regularly reviewed and amended to take account of the needs of visitors with disabilities; to fully assist visitors with specific needs, in order to maximize enjoyment of their visit; to ensure facilities and services are reasonably accessible to visitors with disabilities.
8. **Legal Requirements.** To fulfill all legal obligations and responsibilities (fire precautions, display orders, food safety/hygiene, licensing, health and safety, discrimination, trade descriptions, data protection, Hotel Proprietors Act etc.), and maintain adequate insurance cover.
9. **Discrimination.** To provide a welcoming and caring service to visitors that does not discriminate e.g. by gender, race, religion.
10. **Cancellations.** To maintain a Cancellations Policy that is readily available for visitors at each stage of their visit – from pre booking through to after departure.
11. **Sustainability.** To manage your business in a way that supports the natural environment; to minimise carbon footprint; to actively source/use local produce where reasonable.