

## Terms and Conditions of Sale

### 1. Definitions

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

<b>"Advertisement"</b>	means any page or part thereof containing graphics or text put for ward by the Advertiser to be published or substituted the website
<b>"Advertiser"</b>	means an advertising agency where an advertising agency is used or any person, partnership or company and/or its agent placing bookings for the insertion of an Advertisement;
<b>"Advertising Booking Form"</b>	means confirmation by the Company in writing (by post, fax, email or text) that your booking has been accepted;
<b>"Advertising Copy"</b>	means advertising text, content or graphics intended for reproduction by the Company as an Advertisement;
<b>"Advertising Rate"</b>	means the rates set out from time to time in the Media Pack;
<b>"Advertising Space"</b>	means advertising space available on the website booked by the Advertiser pursuant to these Terms;
<b>"Advertisement Specifications"</b>	means the specification for Advertisements set out in the Media Pack;
<b>"Agency Commission"</b>	means commission payable at 10% of the Advertising Rate;
<b>"Company"</b>	means Jalcio Ltd t/a Flippingmenus a company registered in England and Wales with registration number 6331732 whose registered office is at 19-21 Swan Street, West Malling, Kent ME19 6JU, United Kingdom;
<b>"Contract"</b>	means any agreement for the sale and purchase of Advertising Space which is entered into between the Company and the Advertiser;
<b>"Frequency Discount"</b>	means the discount set out in the Media Pack;
<b>"Media Pack"</b>	means the flipping menus information/sales pack & online details;
<b>"Notice of Cancellation"</b>	means the notice from the Advertiser either in writing to sales@flippingmenus.com or cancellation via telephone on 01892 665214 informing the Company that the Advertiser wishes to cancel the Contract;
<b>"Site"</b>	means website flippingmenus.com
<b>"Short Rate"</b>	means the discount set out in the Media Pack;
<b>"Terms"</b>	means these terms and conditions and the terms of the Privacy Policy and the Site Terms and Conditions of Use;

1.2 In these Terms

1.2.1 words in the singular include the plural meaning and words in the plural include the singular meaning; use of any gender includes the other genders;

1.2.2 headings are for reference only and do not affect the meaning or interpretation of these Terms;

1.2.3 references to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulation, code of practice or statutory order; and

1.2.4 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

### 2. Basis of Contract

2.1 These Terms shall apply to the sale by the Company of all Advertising Space purchased by the Advertiser via the telephone, post, internet, email or fax and these Terms shall govern each Contract to the exclusion of any other terms and conditions introduced or submitted by the Advertiser.

2.2 When an Advertiser places a booking for Advertising Space on flippingmenus over the telephone or sending a booking form by post, email, internet or by fax this will constitute an offer.

2.3 Acceptance of a booking and the completion of the Contract shall take place on the date of the Company's Advertising Booking Form.

### 3. Acceptance of Advertisement

3.1 Advertisements are accepted subject to the following conditions:

3.1.1 The Advertising Copy must be received by the Company no later than 1 week after initial sign up and the Advertiser shall supply the Advertising Copy in such forms as the Company shall specify in the Advertisement Specifications.

3.1.2 advertising Space being available.

3.2 The Company has at its absolute discretion the right to omit, suspend or change the position of any Advertisement accepted including but not limited to the following reasons:

3.2.1 to comply with legal or moral obligations placed on the Company or any Advertiser; and

3.2.2 to avoid infringing third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority.

3.3 If the Company decides that the Advertisement Copy is unsuitable in accordance with clause 3.2, the Company will notify the Advertiser in writing who must supply an alternative copy within 2 Working Days of receiving the notification unless otherwise agreed by the Company in writing. If the alternative copy is not accepted, the Company shall be entitled at its discretion to repeat a previous accepted Advertisement Copy or to publish other suitable material and shall be paid by the Advertiser in full for the Advertising Space booked.

3.5 The Company may make any additions to, changes in or deletions from any Advertisement Copy required by any competent authority, provided that the Company shall inform the Advertiser prior to making any addition, change or deletion, where reasonably practicable.

3.6 In the event that the Advertising Copy does not comply with the Advertisement Specification the Company shall be permitted to either reject or change the Advertising Copy to comply with the Advertising Specification. Such changes may include (but are not limited to) reformatting, cropping, resizing and editing.

3.7 In the event that the Company fails to publish any Advertisement in accordance with clause 3.2, 3.3, 3.4, 3.5 and 3.6, the Company shall not incur any liability to the Advertiser for any damage or loss in respect of non-publication.

3.8 It is the responsibility of the Advertiser to check that the Advertisement Copy is correct. Without prejudice to clause 3.2, the Company accepts no liability for any error in the Advertisement, or in the case of multiple Advertisements the repetition of an error unless notified to the Company immediately at the point at which the error occurs.

### 4. Advertisement Content and Advertisement Warranties

4.1 The Advertiser warrants that:

4.1.1 it has the full power and authority to enter into and perform these terms;

4.1.2 it complies with all applicable laws, rules and regulations and any industry codes or rules (by which the Advertiser or the Company may be bound) that are in force at the time the Advertisement is to be inserted;

4.1.3 the Advertisement does not contain any material that shall breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Company liable to any claims or proceedings whatsoever;

4.1.4 in respect of any Advertisement submitted which contains the name or pictorial representation (photographic or otherwise) of any living person and / or any part of any living person and / or copy by which any living person is or can be identified, the Advertiser has obtained any authority of such living person to make use of such name, representation and / or copy;

4.1.5 the Advertisement submitted is not obscene or libellous;

4.1.6 the Advertisement and any information submitted must be legal, decent, honest and truthful and comply with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority;

4.2 The Advertiser agrees to indemnify the Company and keep it indemnified against all claims, costs, proceedings, demands, losses, damages or expenses whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law.

### 5. Payment

5.1 The Company will invoice the Advertiser for the agreed Advertising Rate following the Company's Advertising Booking Form. Invoices will be due and payable within 7 days of the date of the invoice.

5.2 Subject to clause 5.3 below, the Advertising Rate to be paid by the Advertiser is the rate displayed in the Company's Media Pack at the time when the booking is received by the Company subject to any discounts agreed in writing by the Company. The Company reserves the right to change the Advertising Rate at anytime without notice.

5.3 In the event that the Company discovers an error in the price of the Advertising Space booked by the Advertiser, the Company shall notify the Advertiser as soon as possible providing the Advertiser the option of either reconfirming the booking at the correct price or cancelling the booking. If the Company is unable to contact the Advertiser for the purposes of this clause 5.3, the booking shall be deemed cancelled and where the Advertiser has already made payment for the Advertising Space this shall be refunded 50% of the initial value.

5.4 In the event that payment is not made by the due date in accordance with clause 5.1 above (in respect of which time shall be of the essence) the Company reserves the right to charge interest on the amount outstanding at a rate of 4% above the base rate of Abbey plc accruing daily.

### 6. Contract Cancellation

6.1 The Advertiser shall have a period of 7 Working Days from the date of the Company's acceptance of a booking in which it may issue a Notice of Cancellation. Cancellations are subject to a 50 % cancellation fee.

6.2 No cancellation will be accepted following the period of 7 Working Days from the date of the Company's acceptance of a booking in accordance with clause 2.3. The Company reserves the right to repeat previous accepted Advertising Copy if an Advertising Copy is not received by the advert artwork Production Deadline and shall be paid by the Advertiser in full for the Advertising Space booked.

6.3 Any Frequency Discount granted by the Company to the Advertiser for multiple Advertisement insertions will apply only in the event that all the Advertisements contemplated are placed. In the event that the Advertiser cancels or does not include any multiple Advertisements, the Advertiser will lose the right to the Frequency Discount and will be charged at the Short Rate.

### 7. Indemnity and Liability

7.1 Nothing in these Terms excludes or limits the liability of the Company for death or personal injury caused by the negligence of the Company or any other liability which may not otherwise be limited or excluded under applicable law.

7.2 Subject to clauses 7.1 and notwithstanding this clause 7, the Company's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Advertiser for the Advertising Space in respect of one incident or series of incidents attributable to the same clause.

7.3 Subject to clause 7.2 above, the Company shall not be liable in contract, tort (including limitation negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms for any:

7.3.1 economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or

7.3.2 loss of goodwill or reputation; or

7.3.3 special or indirect losses suffered or incurred by that party arising out of or in connection with the provision of any matter under these Terms.

7.4 The Advertiser shall indemnify the Company against any claim, cost, loss, damage and/or expense that the Company may incur as a direct or indirect consequence of the Company publishing the Advertisement in accordance with the instructions of the Advertiser.

7.5 We shall not be liable to you or to any third party for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

7.6 Subject to clause 7.1, as a result of the nature of electronic communications via the internet, and although we will make commercially reasonable efforts to maintain the currency, accuracy and availability of the virtual menus and the Site, we make no warranty or representation that the virtual menus and the Site will be uninterrupted or error free. Accordingly, we will not be liable (and hereby exclude liability) for the consequences of any inaccuracy, interruption or errors in the virtual menus or the Site.

### 8. Copyright

The Advertiser hereby grants to the Company a worldwide licence to reproduce, display and copy the Advertisement.

### 9. Miscellaneous Provisions

9.1 This Contract shall be governed by the laws of England and any dispute will be resolved exclusively in the courts of England.

9.2 The Company shall be under no liability for any delay or failure to deliver Advertising Space or otherwise perform any obligation as specified in these Terms if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

9.3 If any portion of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these Terms shall not be affected.

9.4 These Terms do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999).

9.5 No delay or failure by the Company to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of the Company.

9.6 These Terms including the documents or other sources referred to in these terms and conditions supersede all prior representations undertakings and agreements between the Advertiser and the Company relating to the use of this Site (including the booking of Advertising Space) and sets forth the entire agreement and understanding between the Advertiser and the Company.

### 10. IPR Intellectual property rights

10.1 All IPR on the Site (including in the content of the Site, the virtual menus and the Software), but excluding the Materials, shall be our property. For each virtual menu created, we hereby grant you a perpetual, royalty-free, non-exclusive licence of such IPR solely for the purpose of Linking to that VCAB.

10.2, you shall not, and shall procure that your customers shall not, copy (except to the extent permissible under applicable law), reproduce, translate, adapt, vary or modify the Software, nor communicate it to any third party, without our prior written consent.

### 11. MATERIALS

11.1 By uploading Materials to the Site you warrant and undertake that your customers have granted you the necessary permissions and licences to reproduce, make available, distribute and allow others to view and use the Materials in whole or in part or in any form in a VCAB. If your customers have not granted such permissions and licences to you, you shall indemnify us against all damages, losses and expenses arising as a result thereof.

11.2 You shall ensure that the Materials do not infringe any applicable laws, regulations or third party rights (including, without limitation, material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party IPR) (Inappropriate Content).

11.3 Only Materials will be included in the virtual menus. You acknowledge that we have no control over any Materials placed on the Site by you and do not purport to monitor the content of the Site and the menus. We shall notify you if we become aware of any allegation that any content in a virtual menu and/or on the Site may be Inappropriate Content.

11.4 You shall indemnify us against all damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content.