The Staff Canteen Limited (“THE COMPANY”): Terms & Conditions of Business

Advertisers are reminded of their legal obligations under the Equality Act 2010. Further information is available on the Equality and Human Rights Commission site.

1. Terms apply

1.1 This document sets out the terms of trading between The Staff Canteen (“THE COMPANY”), and its client (“the Client”). No terms put forward by the Client shall apply.
1.2. “Service” means the product and/ or service to be purchased by the Client from THE COMPANY as set out in the quotation.
1.3. Where THE COMPANY’s confirmation of order specifies something different to its quotation, the confirmation of order shall prevail.

2. Quotes

2.1. At the Client’s request, THE COMPANY will supply, at no charge, a written quotation of the Service.
2.2 If the quotation is accepted and the Client changes the brief THE COMPANY to reserves the right to notify the Client and charge accordingly for additional services incurred.
2.3. Written quotations are valid for 14 days from issue (unless stated otherwise on the individual quote), however in the event of error THE COMPANY reserves the right to amend its quotation at any time.

3. Orders

3.1. Orders placed by representatives of the Client are deemed to be valid whether placed by employees, agencies or any others acting on the Client’s behalf.
3.2. By placing the order, whether verbally or in writing, the Client accepts THE COMPANY’s written quotation.
3.3. The Client is responsible for ensuring that only authorised persons are able to place an order, and on receipt of an order THE COMPANY is authorised to assume that the order is genuine.
3.4. On the issue of a confirmation of the order by the Client there shall be a binding contract.
3.5. There shall be no binding commitment on THE COMPANY until THE COMPANY confirms the Client’s order in writing.
3.6. The Client shall promptly supply all requested information and approvals THE COMPANY may request.
3.7. All content added to THE SITE (or any of THE COMPANY social media channels) must be approved by THE EDITOR. Any content deemed not suitable for THE AUDIENCE and/or APPROPRIATE for the site (or any of THE COMPANY social media channels) will not be published.
3.8. All Advertisements are accepted subject to space being available in the Medium.
3.9. The Client can be located anywhere in the world, however payment MUST always be in sterling.

4. Feature sponsorships

4.1. All feature sponsorships are for a minimum term of 12 months, unless identified in writing otherwise.
4.2. All feature sponsorships will automatically renew after 12 months (on their anniversary date)
4.3. Should either party wish to give notice on the feature sponsorship the cancellation policy detailed in section 12 of these terms and conditions must be followed.

5. Amendments

5.1. All artwork will be sent to the Client for approval.

The Staff Canteen
Unit B10 Arena Business Centre
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5.2. If amendments are deemed necessary to final work, THE COMPANY reserves the right to charge the Client accordingly for additional services incurred.
5.3. THE COMPANY accepts no responsibility for error due to misinformation by the Client.

6. Payment

6.1. The Client agrees to pay THE COMPANY the amounts due on or before the campaign/activity start date. If the activity includes video content full payment maybe required before filming has been completed.
6.2. THE COMPANY may agree to offer credit terms to the Client not exceeding 30 days. Accounts with overdue balances will be placed on credit hold. This means all Products and/or Services will be suspended until the account is brought into order. Repeated failure to keep to our credit terms will result in the permanent loss of credit facility.
6.3. THE COMPANY reserves the right to supply details of non-payment to external credit-referencing agencies or financial institutions.
6.4. THE COMPANY may offer monthly payment terms for annual sponsorships, however these MUST be agreed before the sponsorship commences and are strictly on 30 days payment terms. If the Client fails to adhere to these terms THE COMPANY reserve the right to revoke this payment plan and invoice the remainder of the sponsorship in full.
6.5. VAT is payable in addition.
6.6. Interest shall be due on all overdue payments from the Client to THE COMPANY in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 at the rate of 8% above the base rate as set from time to time by HSBC Bank plc, until such time as payment in full is received by THE COMPANY.
6.7. THE COMPANY accepts payment by bank transfer, cash or cheque. A fee of £25 + Vat administration fee will be charged for any late or dishonoured payments (per incident)
6.8. All payment must be completed in Sterling.

7.Delivery

7.1. Recruiters and Suppliers will have access to their accounts immediately after purchasing online.
7.2. The start and end date of a marketing campaign will be agreed by The Client and THE COMPANY.
7.3 All content agreed as part of the campaign/feature will be scheduled to run at the agreed times within the agreed start and end dates of the campaign/feature; content will not be carried over past the end date unless specifically agreed by The Staff Canteen in writing before the end of the campaign.

8. Intellectual property

8.1. All intellectual property rights of any nature anywhere in the world created by THE COMPANY in providing the Product and/or Service are and shall remain the sole and absolute property of THE COMPANY.
8.2. The Product and/or Service supplied by THE COMPANY is to be used by the Client solely for the purpose as defined by the original quotation or confirmation of order.
8.3. The Client warrants that it owns the intellectual property rights in any material it supplies to THE COMPANY for THE COMPANY to work with and shall indemnify THE COMPANY against any claim by a third party that the work undertaken by THE COMPANY on such material infringes any rights of a third party.

9. Liability

9.1. THE COMPANY shall not be liable to the Client for loss of profit, loss of revenue or anticipated savings or any indirect, special or consequential loss the Client may suffer.
9.2. THE COMPANY shall not be liable for loss of or corruption of data or the introduction of any virus or similar matter. It is the responsibility of the Client to back up its data and install suitable antivirus protection.

10. General

10.1. THE COMPANY and the Client shall make the same efforts to keep each other's confidential information secret as they do with their own confidential information and shall only disclose it to employees on a need to know basis.
10.2. A waiver shall be effective only if given in writing and signed by the waiving party. No failure or delay on the part of either party in exercising any right, power or privilege shall operate as a waiver of it.
10.3. If any provision of these terms is or becomes invalid, illegal or unenforceable in any respect the validity, legality and enforceability of any other provision shall not be affected.
10.4. These terms and THE COMPANY's confirmation of order set forth the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the confirmation of order. Neither party shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms or THE COMPANY's confirmation of order save for any representation made fraudulently. A variation shall only be effective if in writing signed by both parties.
10.5. Should you be in receipt of these terms and conditions then this will be deemed as an acceptance to the terms and conditions as set out in this document.

11. Force Majeure

11.1.THE COMPANY reserves the right to cancel, vary or suspend the operation of contract of sale if events occur which are in the nature of force majeure including (without prejudice to the generality of the foregoing) fire, floods, storm, plant breakdown, strikes, lockouts, riot, hostilities, non-availability of materials or supplies or any other event outside the control of THE COMPANY; and THE COMPANY shall not be held liable for any breach of contract resulting from such an event.

12. Cancellation

12.1. THE COMPANY reserves the right to cancel any order without liability in the event of becoming aware of any meetings of creditors, bankruptcy, liquidation proceedings, the appointment of a receiver or administrative receiver over the whole or substantial part of the Client's assets, or any indication whatsoever of financial difficulties.
12.2. THE COMPANY may cancel the contract if the Client fails to make payment on the due date
12.3. THE COMPANY may cancel the contract if the Client is in breach of any items and/or conditions contained herein (notwithstanding that on a former occasion or occasions it has waived its rights).
12.4. Both parties shall have the right to cancel the marketing campaign without liability to the other party (except that the Client shall reimburse to THE COMPANY any costs incurred up to the date of cancellation in production of the Marketing campaign, on a reasonable time spent basis) provided that notice to cancel in writing is received by the Account Manager, giving at least 28 days notice. However, where the Marketing campaign is 12 months in duration a minimum of 6 months will be chargeable on cancellation, if cancelled within the 12 month agreed period.
12.5 Feature sponsorships are for a minimum term of 12 months. Both parties shall have the right to cancel the sponsorship after the 12 months has expired giving three months notice (in writing)

13. Data Protection

13.1. THE COMPANY may place information concerning the Client on a computerised database. This information may be used for marketing purposes and you could be contacted by letter, fax, telephone or e-mail. THE COMPANY may also provide such files to any legal person, whether of the UK or foreign, unless specifically instructed to the contrary by the Client, or contrary to the then current law of the United Kingdom.

14. Law

14.1. These terms and any dispute of whatever nature arising out of or in any way relating to these terms, shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.
14.2. The Contracts (Rights of Third Parties) Act 1999 shall not apply.
14.3. The Client agrees at all times in its conduct of business with or on behalf of THE COMPANY strictly to comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly

“Applicable Laws”) relevant to its duties, obligations and performance including, without limitation, Applicable Laws related to bribery such as the United States Foreign Corrupt Practice Act and the UK Bribery Act and those enforced in the country where the Client is resident or conducts its business.
14.4. The Client and its officers, directors, employees and agents shall engage only in legitimate business and ethical practices in commercial operations and in relation to its dealings with any employee or official of a government agency or any other government owned, operated or controlled entity (including, without limitation, state run universities, hospitals and libraries), or political parties or candidates (jointly “Government Official”). Neither the Client nor any of its officers, directors, employees or agents shall pay, offer, give, promise or authorize the payment, directly or indirectly, of any monies or anything of value to any commercial contact or Government Official for the purpose or intent to induce such person to use his/her authority to help the Client, THE COMPANY and/or any affiliate of THE COMPANY for personal gain or for that of THE COMPANY or its affiliates (any such act, a “Prohibited Payment”). A Prohibited Payment does not include a payment of reasonable and bona fide expenditures, such as travel or lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services or the execution or performance of a contract, provided that such payments are permissible under Applicable Laws. Buyer further agrees not to accept any payment or other benefit in money or in kind from any person as an inducement or reward for any act or forbearance or in connection with any matter or business transacted by or on behalf of THE COMPANY.

15. Buyer's Warranties and Indemnities

15.1. The Client warrants that the Advertisement does not contravene the British Code of Advertising Practice and is not in breach of any relevant legislation, including the Equality Act 2010, the Obscene Publications Act and any other legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific Advertisers, products or services.
15.2. If any Advertisement submitted for publication 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 readily identified, the Client warrants that the Client or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.
15.3. The Client will indemnify and hold harmless THE COMPANY from and against any claim that the Advertisement infringes the copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person. THE COMPANY reserves the right to withdraw and/or refuse to publish an Advertisement without liability to the Client if it reasonably believes that the Advertisement may make THE COMPANY or the Advertiser liable to any complaint, claim or proceedings.
15.4. The Client is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates and will indemnify and hold The Client harmless accordingly.

16. Online Advertising

16.1. The Client must deliver complete creative content to THE COMPANY at least 2 working days before 9am on the go-live date in a format which complies with THE COMPANY's online ad formats for such content. To cancel or alter an order the Client must inform THE COMPANY by e-mail or fax to the number or address on the order, at least 7 days before 9am on the go-live date Otherwise, THE COMPANY may not be able to achieve the specified go-live date but the Client must pay the full amount irrespective of whether any delivery target for impressions have been met.
16.2. If the Client is supplying creative content or change of creative to be used in rotations, in the form of a redirected advertisement, the Client must inform THE COMPANY in advance.
16.3. If an Advertisement links to another site, the Client is responsible for maintaining the link and for the content of the linked site. THE COMPANY may remove any Advertisement which contains content or links to a site which, in THE COMPANY's opinion, is defamatory or objectionable or will bring THE COMPANY into disrepute. The Client will indemnify THE COMPANY from and against any claims or liability arising from links contained in an Advertise-

ment.
16.4. Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant THE COMPANY Site. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any THE COMPANY Site or enables the Client or any third party to serve such users with any advertising other than the Advertisement.
16.5. If an Advertisement is supplied which does not comply with these terms and conditions or THE COMPANY receives complaints regarding an Advertisement, THE COMPANY may, at its discretion, remove the Advertisement from display without reference or liability to the Client.
16.6. Where an Advertisement is sold on a cpm basis, THE COMPANY will provide the Client with delivery statistics and campaign reports on a regular basis throughout the campaign period. The statistics and other reports provided by THE COMPANY shall, in the absence of manifest error, be binding on the Client and are in lieu of any other right of audit.
16.7. The Client's sole remedy if THE COMPANY, or its third party subcontractors who may host and serve Advertisements from time to time, make an error in displaying any Advertisement is the cost of re-running the relevant Advertisement. Neither THE COMPANY nor its subcontractors shall be liable for failure to display the Advertisement caused by circumstances outside their control.

17. Sponsored demonstrations (Live or recorded)

17.1. Sponsored content, including but not exclusive to Live events and videos, can not be seen as The Staff Canteen and/or a guest chef endorsing a product/service.
17.2 Clients may request that the Chef uses a product/service/equipment during a demonstration (Live or recorded) but this is wholly at the Chef discretion.
17.3. Clients may request product placement during a demonstration (Live or recorded) but this is wholly at the discretion of The Staff Canteen and the Chef.
17.4 Where a client requests that a Chef wears sponsored clothing during a demonstration (Live or recorded), The Staff Canteen will endeavour to honour this, but the final decision lies with the Chef.
17.5 Where The Staff Canteen is filming a chef at the agreed location. Travel is not include after 150-miles round trip (unless otherwise agreed) then additional mileage is charged at 0.45p per mile. Where accommodation is required this will be charged to the client at cost (with prior consent).
17.6 The Client gets one edit per video, all other edits are charged at £500.00 per half day. (Live events & streaming edits are charged as detailed in quotation)
17.7 Licence to use video on your own website, and in any non-commercial environment (The video CAN NOT be used by any third parties to make a financial gain). Where The Staff Canteen feels that this third party clause has been breach, we reserve the right to charge the client £1000 per breach.
17.8 All filming for a video takes place on one day, unless otherwise stated. Any additional filming outside of one day will be charged at £950.00 per day or part of. (Live events filming & streaming are charged as detailed in quotation)
17.9 Any cancellation or rescheduling of the filming/Live event/streaming once the date has been agreed may incur cancellation fees.

18. Recruitment Advertising

18.1. Any Client or Advertisers who is either an employment agency or an employment business (as defined by the Employment Agencies Act 1973 ('the Act')) must ensure that Advertisements comply with their obligations under the Act and the Conduct of Employment Agencies and Employment Businesses Regulations 2004.
18.2. Clients and Advertisers agree to deal fairly and professionally with individuals who may respond to a recruitment related Advertisement and to indemnify THE COMPANY from and against any claim brought by an individual

against THE COMPANY arising from a breach of this obligation or any other of these terms and conditions.
18.3. THE COMPANY does not guarantee any response to recruitment related Advertisements or that responses will be from individuals suitable for the job advertised. It is the Advertisers responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.

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