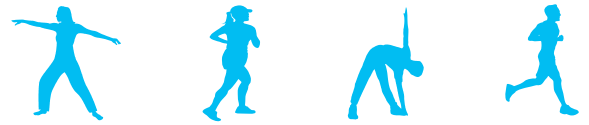


Terms & Conditions of Use for Classified Listings and Advertising



CLASSIFIED LISTINGS TERMS OF USE

HFM Wirral facilitates Classified Listings for Practitioners, and other related product and service providers. Before using www.hfmwirral.co.uk Classified Listings please read and confirm your understanding and acceptance of our Classified Listings Terms of Use. These terms are set forth below and are also available at the point of placing your listing.

CLASSIFIED LISTINGS TERMS OF USE

By using www.hfmwirral.co.uk Classified Listings you agree to be bound by these Terms of Use.

HFM Wirral Ltd t/a HFM Wirral (we/us) reserve the right to revise these Terms of Use at any time without notice. If you revisit this site subsequent to a revision of the Terms of Use, you agree to be bound by any changes. If you find our Terms of Use to be unacceptable, do not use our Classified Listings.

HFM Wirral reserve the right to refuse to publish, or to edit, or to delete, any classified advertisement at our sole discretion without the need to give any reason. The placing of any advert is an acceptance of these terms of use.

Your Advert

1. By submitting your advert online you are requesting that your advert appears on www.hfmwirral.co.uk
2. The advert will not appear until we have checked and approved your advert copy.
3. We aim to check and publish all adverts submitted within one working day.
4. Your advert copy (text and images) must comply with the British Code of Advertising Standards Authority.
5. We are not able to verify the truthfulness of any statements made by you in your advert copy. Accordingly, you shall be responsible for any losses, expenses or other costs incurred by us, which are caused by an untrue statement deliberately made or provided by you.
6. We shall own the copyright in all adverts and you hereby assign all such copyright to us.
7. www.hfmwirral.co.uk Classified Advertising service may be interrupted at any time, for any period of time for reasons. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to the Services.

Your Personal Data

1. By submitting your advert online you are requesting that your advert appears on www.hfmwirral.co.uk.
2. You are consenting to the publication of the data submitted and

are aware that people worldwide with Internet access, can view your advert and contact details.

3. By submitting your classified advertisement you agree that we can send you e-mails concerning your classified advertisement or www.hfmwirral.co.uk promotional offers as deemed appropriate in our sole discretion. You agree that you may from time to time receive offers from us or approved third parties either by email, post or telephone.

Cancellations & Changes

1. Once your classified advertisement is accepted and published, you may cancel or amend your advert at anytime by emailing sales@hfmwirral.co.uk, with your requested changes.
2. We aim to make any alterations to adverts within one working day of receipt of request for change.
3. If the goods or services you have for offer are no longer available, you should notify us immediately. Failure to do so may result in www.hfmwirral.co.uk rejecting future submissions.

English Law

These terms and conditions and the contract of which they form a part shall be governed by English law.

ADVERTISING TERMS & CONDITIONS

HFM Wirral advertisers include Practitioners, Colleges and other related Product & Service Providers. Before offering to place an advertisement on www.hfmwirral.co.uk, please read and confirm your understanding and acceptance of our Advertising Terms & Conditions. These terms are set forth below and are also available at the point of placing your listing.

www.hfmwirral.co.uk is owned and operated by HFM Wirral Limited, trading as "HFM Wirral". In these conditions, references to "we" or "us" or "our" are references to HFM Wirral and references to "you" or "your" are references to the person, business or organisation ordering Services from us.

The Contract between you and us

HFM Wirral invites you to buy Services from us. All orders submitted by you will be subject to these Conditions. A binding contract between you and us will only arise when we have received an order from you and we have notified you of our acceptance of your order in writing. Only submit an order if you accept these Terms & Conditions in their entirety.

Price

Our charges for any Services ordered by you will be the price for that Service when you submit your Order. All of our advertised prices are exclusive of VAT which will also be payable by you.

The charges for all of our Services are payable in advance by you. We clearly state which of our Services carry charges that are payable only once and which of our charges are Monthly Services. Monthly Services are due to be paid by you at the same time as your Order and then again by you each subsequent month. All our Monthly Services can be terminated with immediate effect.

We may on occasion give time for payment of our charges, which is entirely at our discretion, and is not a waiver of any of our rights.

The Services that We Offer

The descriptions of our Services are on www.hfmwirral.co.uk and available from our Sales Team. Subject to our acceptance of your order, and your acceptance and compliance with these Conditions, we will provide the Services specified in your order using our reasonable skill and care at all times. We may use agents and/or sub-contractors to perform the Services on our behalf.

We reserve the right to alter the design, facilities and functionality of any of our Services at any time without giving you prior notice. These changes will only be made in line with our endeavours to improve www.hfmwirral.co.uk and its services.

We may at any time change, replace or delete these Conditions or include new terms.

Listings and Web Design

We will not commence any design work for Listings and/or Web Design until we have received from you all of the required Material (including text, design and images such as logos and photographs). You must send us all Material within 14 days of submitting your Order.

We will endeavour to provide you with initial designs within 7 days after receipt by us of all Materials.

If you wish to change the initial design, you must notify us of your suggested changes within 7 days of receipt of the initial design. If we do not hear from you within those 7 days, you will be deemed to have accepted our initial design.

The same process will apply for any subsequent amendments.

If you fail to provide any Materials to us within the specified time limits, we reserve the right, in addition to any other rights we may have, to retain any Charges that you have paid to us.

You are responsible for ensuring that all Material that you provide to us is accurate, decent, lawful, and honest. You agree that you will be responsible to us for any losses, costs or claims that we incur if you supply Material to us which breaches this obligation.

If any Material that you provide to us itself constitutes or incorporates in any intellectual property rights you represent and warrant to us that such Material is either owned absolutely by you or that the owner of such intellectual property rights has given you permission to use them and to allow us to use them on your behalf.

If you breach any of your obligations, we reserve the right, at our discretion, to terminate the Contract immediately without warning and without limit you agree to indemnify us against any costs, claims or expenses that we incur as a result.

Termination of the Contract

The Contract will terminate upon the later of completion by us of such Services and receipt of payment in cleared funds from you of all Charges that are due in relation to them.

In the case of Monthly Services, we provide such Services for an initial period of 1 month from the first date on which you make payment to us. Thereafter, the Contract will renew for additional periods of 1 month on payment by you of your Renewal Fee. If you cancel any of the Services other than at the end of a 1-month period, we will not refund any payments made in respect of the remainder of the period.

We may terminate the Contract with you immediately at any time without notice. If we do so without any breach by you of your obligations, we will refund to you a sum representing the unexpired period of your Contract.

Our Liability to you

Our total liability to you for any reason is limited to the total amount of the Charges that you have paid to us under this Contract.

We will endeavour to ensure that www.hfmwirral.co.uk and any other websites hosted by HFM Wirral Limited are available at all times, but you acknowledge that information technology systems can become unavailable or inaccessible.

Your Liability to us

You hereby agree to indemnify, defend and hold us harmless for all liability, claims, damages and costs, including reasonable legal expenses, arising out of or in connection with a breach by you of your obligations, representations and warranties in these Conditions.

Assignment

You may not assign or try to assign or otherwise deal with any of your rights and obligations under the Contract without our prior written consent.

We may assign or sub-contract all or any of our rights and obligations under the Contract to any third party.

General

We may on occasion give indulgence to you in respect of your obligations under the Contract; this is entirely at our discretion and shall not operate as a waiver of any of our rights.

Any part of these Conditions that is unenforceable or illegal will be severed from these Conditions and will not affect the enforceability of the remaining provisions of these Conditions.

We will not be liable to return any materials that you give us for the purpose of providing the Services to you.

These Conditions together with your Order form the whole of the Contract between us. They apply in place of any other terms or statements discussed between you and any of our representatives or sales people.

English Law

These terms and conditions and the contract of which they form a part shall be governed by English law.