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## **WEBSITE TERMS AND CONDITIONS**

These Terms and Conditions govern your use of [www.citylocal.co.uk](http://www.citylocal.co.uk) and any sites maintained by authorised franchisees trading under the style “citylocal.co.uk” in the particular areas described within those sites, all of which are linked into this site (the “Websites”) and your relationship with [www.citylocal.co.uk](http://www.citylocal.co.uk) (“we” or “us”). Please read them carefully as they affect your rights and liabilities under the law.

### **1. Use of the Websites**

The Websites are provided to you for your personal use subject to these Terms and Conditions. By using the Websites you agree to be bound by these Terms and Conditions and by any subsequent variation or amendment to them.

### **2. Amendments**

We may update the Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Websites. Any changes will be notified to you via a suitable announcement on the Websites. The changes will apply to the use of the Websites after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Websites. If you continue to use the Websites after the date on which the change comes into effect, your use of the Websites indicates your agreement to be bound by the new Terms and Conditions.

### **3. Intellectual Property**

The content of the Websites is protected by copyright and other intellectual property rights. You may retrieve and display the content of the Websites on a computer screen. However storage in any form, including electronic form, is strictly prohibited. You may not reproduce, modify, copy or distribute or use for commercial purposes, any of the materials or content on the Websites without written permission from us.

### **4. Disclaimer**

Neither CityLocal Ltd nor any company or individual associated with it (including but not limited to its directors, shareholders and employees and its franchisees under the trading style “CityLocal”) shall be liable for any loss or damage incurred by any visitor to this site and the subsidiary sites, whether arising from access to the site contents, use of any of the material contained upon those sites, temporary or permanent unavailability of the whole or any part of those sites, or otherwise. In particular it is the exclusive responsibility of visitors to this site and the subsidiary sites to satisfy themselves in every respect as to advertisers upon those sites and the quality and nature of any goods or services provided by such advertisers.

### **5. Indemnity**

You agree to indemnify us in respect of all costs, damages or other charges resulting from legal actions or threatened legal actions arising from the publication by you of advertisement on the Websites.

### **6. Your Name and Address**

All advertisement requests must be accompanied by your name and address for record purposes. We may require evidence to establish the Advertiser's bona fides and to substantiate any claims made in the advertisement.



## 7. Accounts & Registrations

- i. Registration is not required to view the website. However, if you want to make a purchase from the website you must register. When you register we provide with easy access to view your account information, orders and change your change your password. We reserve full rights to decline a registration or cancel your account without notice at any time.
- ii. You will be asked to create a password during the registration process and it is entirely your responsibility to keep this password confidential. If you think a third party has become aware of your password at anytime or if your account has had unauthorised access or if there has been unauthorised use of your email address or any other known breach of security, please notify us immediately. Is entirely your responsibility to keep your password confidential and you agree that if you disclose your password to any person, they are authorised to act as agent for the purposes of using (and/or transacting via) the service and website.
- iii. All accounts must be registered with a valid email address that you access regularly so that we can contact you if required or send moderation emails. If an account has been registered with someone else's email address or a temporary email address we reserve the right to close this account without any notice. If we believe that an invalid email address has been used, users may be requested to re-validate their account.
- iv. If a user is seen to be using Internet Protocol Addresses to attempt to hide their use of multiple registration accounts, we reserve full rights to close their accounts. We also reserve full rights to close accounts if a non-UK user pretends to be a UK user, or disrupts the Service or the Website in any way.
- v. Any customer is limited to have one registered account. If multiple accounts are registered by a customer, action may be taken against that customer which may include, but is not limited to, removal of accounts that we believe are duplicates and revoking of vouchers that have been purchased through these accounts. If vouchers are revoked as a result of breach of this agreement, we not offer refunds.

## 8. Voucher Purchases

- i. CityLocal sells redeemable vouchers via the website for goods, products and services that offered by a featured merchant.
- ii. As a condition of a purchase via our website, you agree to allow us to send you marketing, promotional and offer emails. If a mobile number has been supplied during the registration process, we reserve the right to communicate with you via sms messages also.
- iii. Once you have completed the purchase process, after you have confirmed your acceptance to these terms and conditions, you are now entering into an agreement to purchase the chosen voucher at the price offered on the website. Funds will be reserved from your account at this time to ensure that payment can successfully be taken once the deal reaches the minimum number of required purchases. Although your account may show that funds have been taken from your account ('shadow'), **no funds have been withdrawn at this stage**. We authorise payment at the time of checkout and capture the payment once the minimum required number of purchases has been reached. If the minimum number of required purchases in not reached you will not be charged for this purchase and the 'shadow' may remain on your account for up to 6 working days. You can request the removal of this 'shadow' by contacting us and requesting an authorisation code that can be quoted to your bank for immediate removal.



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- iv. Once the required number of purchases has been reached for any deal, our payment provider will be authorised to take the agreed amount of funds from your account. By purchasing a voucher on our website, you agree to abide by our terms and conditions that are set out here and elsewhere on our website. You also agree to the terms and condition set out by the merchant that is offering the voucher.
- v. If the required number of purchases is not met for any deal, the voucher will not be issued and the deal will be void.
- vi. Once the required number of purchases has been met for the deal, your account will be debited and we will send you the coupon by email. This will be our acceptance of the transaction and our contract to provide the voucher as advertised. As a record of your contract, please print out a copy of these terms and conditions.
- vii. You have the right to cancel the purchase within 7 days of the voucher being made available to you on the condition that the voucher has not been redeemed during this period. If you wish to cancel the purchase, you can contact us by email at [hotdeals@citylocal.co.uk](mailto:hotdeals@citylocal.co.uk) or by telephone at 08448 844 815 (International: +44 (0) 116 210 9485) to let us know that you want to cancel.
- viii. You may redeem the voucher once the transaction is complete you have received the voucher. The redemption of the voucher is subject to the merchants' terms and conditions stated on the voucher and/or terms and conditions stated on this website.

## 9. Responsibilities

- i. CityLocal sells vouchers on behalf of the merchant in accordance with the merchants agreed terms.
- ii. The merchant is entirely responsible for the providing you with the product or service advertised on the voucher.
- iii. All voucher redemptions are the merchants' responsibility.

## 10. Restrictions

- i. It is strictly prohibited to resell trade or reproduce any CityLocal voucher. A list of customers is supplied to the merchant against all voucher purchases. It is at the merchants' discretion to request proof of identity and if adequate proof of identity is not supplied, the merchant may refuse redemption.
- ii. If a voucher is lost, you may login to your account area and download and print out another copy of the voucher. CityLocal nor the merchant shall be held responsible in the event that your voucher is redeemed by another person. It is your responsibility to safeguard your voucher.
- iii. Please contact us immediately if you lose your voucher and we will do our best to inform the merchant of the loss of your voucher and advise them against redeeming it. Where applicable, we will issue a replacement voucher.
- iv. Vouchers may not be used after the expiry date under any circumstances.
- v. All vouchers are subject to this agreement and terms and conditions specie by the merchant. The vouchers are promotional coupons that are offered for purchase below their face value.



## 11. Your Obligations

- i. If the merchant has their own terms and conditions in relation to the supply of their goods and services, you agreed to abide by these terms and conditions. This is solely your responsibility.
- ii. You warrant that all information provided by you during the course of registration is true and accurate. You also agree that you will promptly inform us if there are any changes to this information by updating the details in your account.
- iii. It your responsibility to ensure that your specific requirements are met by products and services or information available on the website.
- iv. Without limitation, you are not permitted to use or permit anyone else to use the service website for the following:
  - i) to send or receive any materials that you have not obtained any necessary licenses and/or approvals from us or third parties; or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party in any country in the world;
  - ii) to send or receive any computer viruses, Trojan horses, harmful components or trojan horses or any other data or software that is corrupted, malicious or harmful in any way.

## 12. Forbidden Uses

The following uses of the service and website and voucher prohibit you and you undertake not to do any of the following:

- i. Resell the service or website or any voucher.
- ii. Provide us with false information including names and contact details and fraudulent use of credit and debit cards.
- iii. Access our services in a way that may impose disproportionately large load on our infrastructure.
- iv. Attempt to access data that is not intended for you, attempt to circumvent our network including accessing data that is not intended for you, login into server or accounts that you have not got express permission for or probing the security of other networks including running a port scan.
- v. Executing any form of network monitoring that allows you to intercept data that is not intended for you.
- vi. Sending unsolicited mail messages (including 'junk mail') or other advertising or marketing materials to businesses and individuals who have not specifically requested such material.
- vii. Enter into transactions or interactions that are fraudulent with the merchant of CityLocal. This includes enter into transactions or interactions on behalf of a third party where you have no authorisation to do so or you are pretending to be a third party.



### **13. Right to Disclose Your Name and Address**

If you chose to insert an advert on the Websites, we reserve the right to disclose your name and address to the police, trading standards officials, or any other relevant authority where required to do so by law.

### **14. Use of Websites**

- i. The insertion of an advert on the Websites constitutes an assurance that all necessary authority and permission has been secured in respect of the use in the advertisements of pictorial representations of (or purporting to be of) living persons, and of references to the words attributed to living persons.
- ii. No advertisement which indicates or can reasonably be understood as indicating an intention to discriminate on the grounds of sex or race may be accepted unless exempted from the requirements of the Sex Discrimination Act or Race Relations Acts.
- iii. We reserve the right to remove advertisements which are illegal, indecent, dishonest or which do not comply with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with all requirements of current legislation or contains material that is defamatory or that constitutes an infringement of the proprietary or other rights of any third party.
- iv. By inserting an advertisement on the Websites you warrant that the advertisement does not in any way contravene the provisions of the Trade Descriptions Act 1968, the Property Misdescriptions Act 1991 or the Financial Services and Markets Act 2000.
- v. By inserting an advertisement on the Websites you warrant that the advertisement is legal, decent, honest and truthful complying with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with all requirements of current legislation and that it contains nothing that is defamatory or that constitutes an infringement of the proprietary or other rights of any third party.
- vi. By inserting an advertisement on the Websites, you give us unconditional permission to use this information regardless of any moral rights, copyright, service mark, trademark or patent laws. We may publish, modify, edit, translate, distribute and otherwise reproduce the information in whatever format it may choose.

### **15. Pricing and Availability for Adverts**

- i. We reserve the right to change prices without notice. The price for all adverts posted to the Websites is payable monthly. The latest prices for the posting of all adverts are listed on the Websites and may be verified by calling 084488454488.
- ii. You have the right to cancel adverts posted to the Websites at any time until the date seven working days after the advert or adverts were posted to the Websites.
- iii. You may exercise your right to cancel your subscription by writing to [adverts@citylocal.co.uk](mailto:adverts@citylocal.co.uk), or by calling 084488454488.
- iv. The right to cancel set out above is in compliance with the Consumer Protection(Distance Selling) Regulations 2000 and is in addition to your other statutory rights, which remain unaffected.



## **16. Terms and Conditions of Submitting Reviews**

- i. CityLocal or its franchisees will check all reviews. We will then decide which reviews are published. We cannot guarantee that your review will be published. We reserve the right to reject any review for publication. We also reserve the right to publish any review that you post.
- ii. You will need to register online to add a review. Once you have registered and subsequently posted a review, we will decide whether we want it published. If we do publish it, your first name and last name will be shown. You hereby agree to let us display your first and last name.
- iii. Your review must also be fit for publication. We will decide whether your review meets our standards before we publish on our site. If we choose to not to publish your review, you hereby accept that our decision is final. We will not have to give you a reason as to why your review has been declined.
- iv. You must ensure that your review does not breach any copyrights. Your review must also comply with all relevant laws applicable in Scotland or England and Wales dependant on the location of where it is posted in.
- v. You agree that your review will be truthful and accurate. You will not make racist comments or other unlawful attacks. You also agree not to post a review that discriminates on the grounds of age, sex, creed or colour. Your review should also focus on the business concerned and not name and shame any individuals.
- vi. All reviews posted on our site are the sole responsibility of the poster. CityLocal Ltd and its franchisees will not be liable for any reviews. You will be liable for any claims and / or damages that arise from your review. We do not check all the content on a review and as such cannot vouch for it.
- vii. When you post a review, you automatically give us permission to use it on our website. You also give us a right to alter it as we see fit and correct any spelling / grammar mistakes. You also give us the right to use this on other websites and in print forever. Once you post any content on our website you agree that we can use it anywhere and alter it according to our requirements.
- viii. If you register as a user on our site we keep a record of your first name, last name and email address as well as any content you post on our site. You hereby agree to give us the right to keep these records.
- ix. We will not be liable for any reviews. We do not claim them to be accurate.
- x. If you wish to get in touch with us, please send an email to [adverts@citylocal.co.uk](mailto:adverts@citylocal.co.uk).
- xi. These terms and conditions shall be governed by English Law.

## **17. Data Protection**

We will hold and use any personal information you provide us with only accordance with our Privacy Policy contained on the Websites.

## **18. The Liability of [www.citylocal.co.uk](http://www.citylocal.co.uk)**

- i. We try to ensure that material included on our Websites is correct, reputable and of high quality. However, we do not make any warranties or guarantees in relation to that contact. If



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we are informed of any inaccuracies in the material on the Websites, we will attempt to correct the inaccuracies as soon as we reasonably can.

- ii. We will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both you and us at the time you used the Websites. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption and shall be limited to the subscription price paid by you to us.
- iii. Limitation of Liability with regards to Vouchers, Coupons and Special Offers of Our Advertisers.
- iv. In no event shall CityLocal, its franchisees, partners or employees be liable for any indirect damage or injury, caused by either an advertiser on our site or one of their special offers, vouchers and / or coupons. In no event will CityLocals liability in connection with a special offer, voucher or coupon exceed the sum paid for that special offer, voucher or coupon. Our maximum liability for any special offer, voucher or coupon purchased via our sites, shall not exceed £100 or if in Ireland 100 Euros.

### **19. Availability of the Website**

- i. Although we aim to offer you the best service possible, we make no promise that the services on the Website will meet your requirements. We cannot guarantee that the services will be fault free. If a fault occurs with the Website you should report it to [adverts@citylocal.co.uk](mailto:adverts@citylocal.co.uk) and we will attempt to correct the fault as soon as we reasonably can.
- ii. Your access to the Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the services as soon as we reasonably can.

### **20. Third Party Websites**

As a convenience to customers, they may include links to other websites or materials which are beyond our control. We are not responsible for content on any site outside the Websites.

### **21. Change to Site Contents**

CityLocal Limited and its franchisees reserve the right at all times to make any change to the contents of this site and the subsidiary sites and to these terms and conditions. It is the responsibility of all visitors to this site and the subsidiary sites to ensure that they are fully aware of the most up to date version of the site contents and of these terms before entering into any commitment in reliance in whole or in part upon the site contents or these terms.

### **22. Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the law of England. Any dispute arising hereunder shall fall exclusively within the jurisdiction of the courts of England.

### **23. International Use**

We make no promises that materials on the Websites are appropriate or available for use in locations outside the United Kingdom, and accessing the Websites from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Websites from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.



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## **24. Personal Information**

When you become a member, you will be required to provide certain information, such as your name, address, telephone number; and email address. We will use this information to contact you when we have special offers on our website. We will also use this information in case of a query relating to an advertisement that you have placed with us, and to process your request to post an advertisement on citylocal.co.uk. We use your personal information to help us understand more about how our web site is used, to improve our site, and to send you information about us and our products which we think may be of interest to you, both electronically or otherwise. Unless you have informed us that you do not wish to receive further information about our products, we may send you direct mail. If you do not wish to have your information used for these purposes, you may elect to opt-out from future communications by notifying CityLocal Limited in writing to our office address: 24 Woodfield Road, Oadby, Leicester LE2 4HP or by e-mailing adverts@citylocal.co.uk

## **25. Miscellaneous**

- i. You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- ii. If you breach these Terms and Conditions and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- iii. We shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control.
- iv. The Websites are owned and operated by CityLocal Limited, incorporated under the Companies Acts (registered number SC312837) and having its registered office at 1 Ralston Mount, Broughty Ferry, Dundee, DD5 1NN

If you have any queries please contact adverts@citylocal.co.uk.

## **28. Indemnify AND Release.**

- i. You agree that CityLocal, its employees and its franchisees are not responsible for the offers placed on our website by our advertisers. You also agree that you will not pursue us for any professional fees, including legal fees arising out of or related to damaged or faulty goods / services purchased from our advertisers.
- ii. You are solely responsible for any goods or services you purchase from our advertisers. To the extent permitted under English law, you hereby release CityLocal from any claims or liability related to faulty services or goods supplied by advertisers on our site and any damage they caused you. You are responsible for any interaction with the advertisers on our site and you release CityLocal from all potential claims that you may have against our advertisers. If you have any queries please contact adverts@citylocal.co.uk.