

TERMS AND CONDITIONS

These Terms and Conditions govern your use of www.citylocal.ie and any sites maintained by authorised franchisees trading under the style “citylocal.ie” in the particular areas described within those sites, all of which are linked into this site (the “Websites”) and your relationship with www.citylocal.ie (“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 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.

8 Use of Websites

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

9 Pricing and Availability

9.1 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 +44 (0) 116 210 9485.

9.2 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.

9.3 You may exercise your right to cancel your subscription by writing to nazir@citylocal.ie, or by calling +44 (0) 116 210 9485.

9.4 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.

10. Data Protection

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

11. The Liability of www.citylocal.ie

11.1 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 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.

11.2 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.

11.3 This clause 10 shall not limit or affect our liability resulting from any services sold through the Websites being found to be unsafe or if something we do negligently causes death or personal injury.

12 Availability of the Website

12.1 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 nazir@citylocal.ie and we will attempt to correct the fault as soon as we reasonably can.

12.2 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.

13 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.

Terms and Conditions of Submitting Reviews

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.

8) 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.

9) We will not be liable for any reviews. We do not claim them to be accurate.

10) If you wish to get in touch with us, please send an email to adverts@citylocal.co.uk.

11) These terms and conditions shall be governed by English Law.

14 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.

14 Jurisdiction

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

15 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.

16 Miscellaneous

16.1 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.

16.2 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.

16.3 We shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control.

16.4 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

16.5 If you have any queries please contact nazir@citylocal.ie.

Terms and Conditions of Submitting Reviews

1) 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.

2) 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.

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.

8) 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.

9) We will not be liable for any reviews. We do not claim them to be accurate.

10) If you wish to get in touch with us, please send an email to adverts@citylocal.ie.

11) These terms and conditions shall be governed by English Law.