

ORKNEY TODAY LIMITED NEWSPAPER SUBSCRIPTION

Subscription Terms & Conditions

We recommend that you print and keep a copy of this page for future reference.

1 Introduction

- 1.1 These terms and conditions relate to subscription to the Orkney Today newspaper which you offer to purchase from us. Please read these terms and conditions, which govern your use of the Orkney Today Subscription service. They do not affect your statutory rights. We will be unable to process any offer to purchase a Subscription until you have clicked on the "*I have read and accept these Subscription Terms And Conditions*" button. If there is anything you do not understand, please feel free to e-mail us at info@orkneytoday.co.uk, or phone us on 01856 888810.
- 1.2 By making an offer to purchase, you agree to be bound by the whole provisions of the Agreement (as defined in clause 3.1 below) between you and us. If you do not accept these provisions you should not place an order.

YOUR ATTENTION IS DRAWN IN PARTICULAR TO:

**CLAUSE 7 (RESTRICTIONS ON YOUR RIGHT TO CANCEL);
CLAUSE 9 (LIMITATION OF LIABILITY); and
CLAUSE 10 (INDEMNITY).**

- 1.4 You must be 16 years or older and resident within the United Kingdom to register for the Subscription Service. By clicking on the "*I have read and accept these Subscription Terms And Conditions*" button on our subscription webpage, you confirm to us that you are at least 16 years of age.
- 1.5 We may change these terms and conditions at any time. Any changes will take effect on the date they are posted onto the site (see date above) and we are not under any obligation to notify you of such changes. You will be asked to read and accept the terms and conditions each time you place an order, to ensure that you are familiar with the most current ones.

2 Definitions

In these terms and conditions:-

“Acknowledgement Notice” means the email sent by us to you within 24 hours confirming details of the newspaper subscription which you have offered to purchase (please note that although this notice constitutes notification of receipt of your offer, it does not constitute our acceptance of your offer to purchase a newspaper subscription);

“Commencement Date” means the date when our agreement with you is concluded (see clause 3.3);

“Confirmation Notice” means the form issued by us to you within 3 Working Days after you have placed an order, confirming details of the newspaper subscription which you have offered to purchase and whether we agree to accept your offer and supply the newspaper to you (or to such address as you may nominate);

“Distance Selling Regulations” means The Consumer Protection (Distance Selling) Regulations 2000 (SI 2000 No. 2334) which concern the protection of consumers in respect of distance contracts for goods and services, where the contract is made without any face to face contact between supplier and consumer.

“Subscription” means the subscription or subscriptions to the Orkney Today newspaper to be provided by us to you (or to such address as you may nominate), as described in the Order Form and Confirmation Notice and on the pages of the Orkney Today website. (In the event of a discrepancy between the description of the Subscription on the Orkney Today website and that on the Order Form and Confirmation Notice, the description on the Order Form and Confirmation Notice shall be conclusive);

“Subscription Service” means the provision of a Subscription by us to you (or to such address as you may nominate);

“Order Form” means the form completed by you online and showing details of the Subscription which you have offered to purchase from us;

“we/us/our/Orkney Today” refers to Orkney Today Limited, a company incorporated in Scotland (registered number SC253080) and having our registered office at Dunkirk, Shore Street, Kirkwall, Orkney, KW15 1LG;

“Working Days” means a day other than a Saturday or Sunday on which the Bank of Scotland is open for business in Scotland; and

“**you/yours**” refers to you, the person offering to purchase a Subscription from us.

3 Your Agreement With Us

- 3.1 It is our intention that all the terms of the contract between us and you are contained in these terms and conditions, together with the Order Form, Confirmation Notice, and Privacy Policy and in any special agreed terms that have been subsequently discussed, confirmed and agreed in writing between you and us (“**the Agreement**”). We accept responsibility under the Agreement for our commitments to you. We also accept responsibility for commitments made to you by our duly authorised agents.
- 3.2 Nothing in the Orkney Today website is intended or shall be interpreted to mean that we are making a legal offer to you to provide a Subscription; we are inviting you to make a legal offer to us to purchase a Subscription. It is entirely at our discretion to accept or reject the offer to purchase.
- 3.3 The Agreement is concluded only when we have accepted your order by sending you a Confirmation Notice (with the date of conclusion of the Agreement being the date shown on that Confirmation Notice). The technical steps required to conclude a contract for the Subscription Service comprise:

(i) **STEP 1: ORDER FORM**

You must complete the Order Form offering to purchase a Subscription from us completely and accurately and submit this to us by clicking on the button marked ‘Submit’;

(ii) **STEP 2: ACKNOWLEDGEMENT NOTICE**

Please note that this step applies only to orders submitted online:

We shall issue you with an Acknowledgement Notice to you within 24 hours of receiving an offer by you submitted using our online subscription facility;

(iii) STEP 3: CONFIRMATION NOTICE

We shall issue you with a Confirmation Notice within three (3) Working Days after we receive your offer: where this states that we accept your offer to purchase a Subscription, formation of the contract for the Subscription Service is complete.

4 General

- 4.1 Payment for Subscriptions can be made using any of the methods listed in Clause 6 below and will be debited when we have accepted your offer to purchase.
- 4.2 All prices are quoted in UK pounds Sterling. No VAT is payable on newspapers. Prices for a Subscription exclude delivery charges (the delivery charge will be that shown on the Order Form section of the Orkney Today website at the time you place your order.)
- 4.3 Our acceptance of your offer to purchase a Subscription is subject to our production capacity. We will inform you if we are unable to provide the Subscription which you have offered to purchase and a full refund of any prepayments will be given.
- 4.4 Prices, offers and publications are subject to availability and may change before (but not after) we accept your order.
- 4.5 Every effort has been made to ensure the descriptions, price of Subscriptions and delivery charges are correct but nevertheless all prices are subject to confirmation. We will inform you as soon as possible in the event of an error in pricing or description coming to our attention. Where we notify you of such an error, you will have the option of either (i) confirming your offer to purchase subject to the corrected description, price or delivery charge, or (ii) retracting your offer to purchase and receiving a full refund of any prepayments.
- 4.6 All contracts in relation to the Subscription Service shall be concluded in English.
- 4.7 Your personal data will be processed by us as set out in our [Privacy Policy](#).
- 4.8 We are obliged by law to provide you, prior to the delivery to you of the newspapers which you have purchased, with certain information in relation to the Subscription and your rights in relation to the Agreement with us.

This information appears throughout these Terms and Conditions, but is summarised in the Confirmation Notice.

5 Delivery Details

- 5.1 All Subscriptions are subject to our production capacity and authorisation of your payment.
- 5.2 We shall endeavour to commence delivery of the Orkney Today newspaper within ten (10) Working Days after we receive your offer. If there are any delays we will notify you of such delay as soon as possible. If we cannot commence a subscription you have ordered within thirty (30) days of the date you sent your offer to purchase a Subscription to us, we shall inform you and you shall have the option of either accepting a later Subscription commencement date or cancelling the Agreement and accepting a refund of any prepayments.
- 5.3 In addition to the price of the Subscription, delivery charges will be payable by you. The delivery charge will be that shown on the Order Form section of the Orkney Today website at the time you place your order. If there is any change in the delivery charges payable we will endeavour to notify you before your order is accepted by us and ask you to confirm that you wish to proceed with your order.

6 Payment Options

- 6.1 We accept the following methods of payment for Subscriptions and delivery: -
- Cheque made payable to “Orkney Today Limited”
 - Switch or Solo debit card
 - Visa or Mastercard credit card
- 6.2 Payment may be made by any of the methods above and will be debited when we accept your offer. The total amount you pay is the same, regardless of the payment method you use.
- 6.3 Payment will be processed using the services of The Royal Bank of Scotland.
- 6.4 We will tell you if your payment details cannot be authorised for any reason and may invite you to pay by another method.

7 Cancellation

- 7.1 **OUR RIGHT TO CANCEL:** If for reasons beyond our reasonable control, including but not limited to fire, floods, storm, plant breakdown, lock-outs, riots, industrial action which prevents entry to premises, hostilities, non-availability of materials or supplies, we are unable to supply the Orkney Today newspaper to you, we may cancel the Agreement at any time by giving notice to you. We shall promptly repay to you the proportion of any sums paid by you or on your behalf under or in relation to the Agreement relative to the amount of newspapers outstanding under your Subscription.
- 7.2 **YOUR RIGHT TO CANCEL:** Once your Subscription has commenced, you will NOT be entitled to cancel the subscription pursuant to the Distance Selling Regulations.

8 Errors Made By You & Withdrawal Of Your Offer

- 8.1 If you wish to correct an error made by you in your offer or withdraw your offer to purchase a Subscription from us prior to the issue of the Confirmation Notice, you must notify us of this fact in writing. Full contact details are set out in Clause 12 below.
- 8.2 Where you fail to inform us by the Commencement Date of the provision by you of incorrect specification of the Subscription (including, for example, provision of an incorrect delivery address) we reserve the right to charge you the full price of the Subscription. Please inform us as soon as you are aware of such errors and we shall endeavour to send future copies of the Orkney Today newspaper due under the Subscription to the correct address.

9 Limitation Of Liability

***IMPORTANT:* THIS CLAUSE 9 CONTAINS PROVISIONS WHICH RESTRICT THE EXTENT TO WHICH WE ARE LIABLE TO YOU FOR ANY LOSS YOU MAY SUFFER IN CONNECTION WITH THE SUBSCRIPTION. PLEASE READ IT CAREFULLY AND DO NOT MAKE AN OFFER TO PURCHASE A SUBSCRIPTION UNLESS YOU AGREE TO THIS CLAUSE.**

- 9.1 Nothing in these terms and conditions is intended to exclude any provision of the Unfair Contract Terms Act 1977, or of any other legislation designed to ensure that the rights of parties to a contract of the type of this

Agreement (i.e. standard terms and conditions for business to business contracts which are not individually negotiated) are fairly balanced.

- 9.2 Subject to the aforesaid, we shall not be liable to you for any loss or damage unless such loss or damage arises as a direct result of our negligence, recklessness or wilful misconduct, or fraud or misrepresentation on our part.
- 9.3 To the fullest extent permitted by applicable law, we disclaim all liability for our employees', the Courier's or other sub-contractors' negligence.
- 9.4 We may include links from time to time from the Orkney Today website to other internet sites. We have no control over the content of such sites and disclaim any liability in respect of your use of such sites.
- 9.5 All conditions, terms, representations and warranties relating to the Subscription which are not expressly stated in this Agreement are hereby excluded to the fullest extent permitted by law.
- 9.6 Our total liability to you in respect of any claim by you arising out of or in connection with the provision (or the failure to provide) the Subscription shall be limited to the sum paid by you to us for the Subscription hereunder. Notwithstanding the foregoing, nothing in these terms and conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.
- 9.7 No claim by you against us shall be valid unless you have notified us of the details of the claim within one year of it arising.
- 9.8 In the event that you have any right, claim or action against any third party responsible for an advertisement appearing in the Orkney Today website, you agree to pursue such right, claim or action independently of and without recourse to us, and you release Orkney Today (and our officers, directors, agents and employees) from all claims, liability, damages, losses, costs and expenses, including legal fees, known and unknown, arising from or in any way connected with such right, claim or action.
- 9.9 Every provision of this clause 9 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason any of these provisions is held inapplicable or unenforceable in any circumstances, and shall remain in force notwithstanding the expiry or termination of this Agreement.

10 **Indemnity** (Liability Passed To You)

IMPORTANT: IN THIS CLAUSE 10 YOU AGREE THAT YOU WILL BE LIABLE FOR ANY LOSS WE (OR CERTAIN PEOPLE CONNECTED WITH US) SUFFER AS A RESULT OF BREACH OF THE AGREEMENT BY YOU OR BY CERTAIN PEOPLE CONNECTED WITH YOU. PLEASE READ IT CAREFULLY AND DO NOT MAKE AN OFFER TO PURCHASE THE GOODS UNLESS YOU AGREE TO THIS CLAUSE.

You agree that you shall be liable for any foreseeable and reasonable costs incurred by us in respect of any and all demands, liabilities, losses, costs and claims (including reasonable legal fees incurred in defending any action or otherwise) sustained or incurred by us, our agents, suppliers, resellers, our customers, officers, employees or the Courier, and arising as a result of breach by you of this Agreement.

11 **Website Content**

11.1 We have used reasonable care and skill in compiling the content of the Orkney Today website but make no warranty, express or implied, as to the nature or accuracy of any material on the Orkney Today website. The Confirmation Notice is conclusive as to the prices, delivery charges and the description of the Subscription Service.

Although every effort is made to ensure complete accuracy, some prices, delivery charges or details shown on the Orkney Today website may change from time to time, and it is possible that errors will occur. We will use reasonable endeavours to rectify any errors as swiftly as possible.

11.2 We, our contractors and our suppliers own the copyright, trade marks and all other intellectual property rights in all material and content on the Orkney Today website, which you may use only for your own personal, non-commercial use and in accordance with our [Website Terms and Conditions of Use](#). Any other use or reproduction of the material or content is strictly prohibited.

12 **Contact Details**

If you have any queries about these terms and conditions, or any other aspect of the Orkney Today subscription service, or you have a complaint,

you can phone us 01856 888810, or e-mail Orkney Today at info@orkneytoday.co.uk, or write to Orkney Today at:

Orkney Today
Unit 1,
Kiln Corner,
Ayre Road,
Kirkwall, KW15 1QX

We shall respond to any communication received by us as quickly as we can.

13 Law And Jurisdiction

The Agreement shall be governed by and construed in accordance with Scots law and you agree to submit to the non-exclusive jurisdiction of the Scottish courts. You are responsible for compliance with any applicable laws of the country from which you access the Orkney Today website.