

Terms and Conditions

Articles/Advertisements/publications submitted by BCA members to be included in any Birmingham Commonwealth Association (BCA) media outlets.

1. No data will be accepted for publication in any BCA media outlets or published in any BCA media outlets unless the data is submitted by and relates to the activities of a BCA member (Member) at the time the data is submitted and published.
2. The Member must ensure that the content of any data submitted to the BCA for onward publication is accurate and by requesting the BCA to publicise it warrants that it complies with all applicable legislation (including without prejudice to the generality of the foregoing the Trade Descriptions Act 1968) regulations and codes of practice and that any such data does not infringe in either party's rights and the third party will indemnify the BCA and printers fully and effectively against any damages costs in respect of any claim made arising from or in consequence of the data or its publication.
3. All data accepted by the BCA is done do on the understanding that it is copyright free or the required licenses have been obtained. This includes all images, logos, photos, trade logos, clipart or any other content that is used in the data submitted. It is the third parties' responsibility to acquire any necessary permission for the use of any images, logos, photos, trade logos, clipart or any other content that is used in their display advert, editorial, advertorial or any other content that is provided. The Member agrees to pay all costs related to damages in respect of any claim made arising from or in consequence of the data or its publication.
4. The BCA reserves the right in its absolute discretion to amend, withdraw or refuse any Data or part thereof for publication whether or not the data has been accepted. The BCA does not publish data relating to forthcoming or past religious events or festivals. Further, it reserves the right at its absolute discretion to omit or suspend any data/image for good reason (for example if it is libellous, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial

policy). Such cancellation, omission or suspension shall be notified to the Member as soon as possible.

5. The BCA will exercise reasonable care and skill in the handling and publishing of the data but where the data is not published and/or in the manner requested the BCA shall not be liable for any direct, indirect, special or consequential loss or damage arising from any failure to publish it.

6. The BCA will not be liable for any loss occasioned by the failure of any data to appear from any cause whatsoever.

7. Every effort will be made to meet the expressed wishes of Members regarding specified position, but no guarantee can be given.

8. The BCA reserves the right to defer the date of publication of the data or to cancel the publication of data if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the BCA including without limitation acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

9. If any provision of these terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions shall continue in full force and effect.

10. The formation, existence, constructions, performance, validity and all aspects of these terms and conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

11. All communications between the parties about these terms and conditions must be in writing and sent by email.

Date: Jan 23