

## The Business Barn Supplier Terms and Conditions

This is a legal agreement between you and The Business Barn ("TBB") relating to the online version of the businessbarn.co.uk. By signing a copy of these terms and conditions you are agreeing to be bound by the terms of this Agreement.

### 1 Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

Supplier, you, your. Listed Business	A company who The Business Barn has accepted as a business who can list on the Directory, advertise on the website and be a member of the Rural Business Network. The terms "you" and "your" refer to you, as a supplier on the site
The Business Barn, TBB, we, us	The Business Barn Ltd
Website	The Business Barn website <a href="http://www.thebusinessbarn.co.uk">www.thebusinessbarn.co.uk</a>
The Editor(s)	The Editors of The Business Barn Website
Directory Listing, Listing	A Listing posted within The Business Barn Directory which shall provide details of that Supplier's business
Membership Fee, Membership	The fee payable to post a Directory Listing and/or become a member of The Business Barn Rural Business Network
Directory Filter	The way in which visitors will be able to filter or search for Suppliers, including by category and location
Directory Registration Form	The principle form completed online by Suppliers to provide data for inclusion on the Directory
Content	All and any text, graphics, images, audio, video, compilations and any other form of information that forms part of this Website, excluding the Directory Listings
User, visitor, reader	Any third-party user that accesses the Website
Expert Content Contributor	A person who has supplied The Business Barn with expert Content for the purposes of publishing on the Website as information
Account	A supplier's business information comprising the personal information, business information and payment information
Forum	A featured resource of The Business Barn Rural Business Network allowing interaction with other users

### 2 Intellectual Property

- 2.1 All Content included on the Website excluding Directory Listings, is the property of The Business Barn or, where supplied by Expert Content Contributors, is the property of themselves and published by The Business Barn. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 You may not print, reproduce, copy, distribute, store or in any other fashion re-use Content from the Website unless given written permission to do so by The Business Barn. Any reproduction of content via social media must be credited to The Business Barn and its respective Author and used in its original form.

### 3 Listing on The Business Barn Directory

- 3.1 When submitting a Directory Listing to the Website you should do so in accordance with the following rules:
- You will complete your Directory Registration Form accurately, truthfully and giving a fair representation of your business.
  - You acknowledge that all the information used on this form will be used by The Business Barn to populate your Directory Listing and will be screened and edited as appropriate.
  - You acknowledge that all Directory Listings will be screened and edited as appropriate by The Business Barn. Your Listing will not violate any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights. By submitting a Listing you warrant and represent that you are the author of that Listing or that you have acquired all of the appropriate rights and/or permissions to submit it. The Business Barn accepts no responsibility or liability for any infringement of third-party rights by such Listings or Content.

- d) You confirm that all photographs you supply (or have given us consent to use directly from your website have the appropriate permissions to use. The Business Barn reserves the right to use any or all photographs from your Directory Listing (with all appropriate credits) on their Website, in their Content, social media platforms and any relevant PR.
- e) You shall not include any information that is offensive, harmful and/or abusive, including but not limited to; content containing images depicting or language containing expletives or profanities, obscenities, harassment, vulgarities, sexually explicit material or that promotes bigotry or discrimination against protected classes (e.g. racist/discriminatory speech or imagery.) You shall not contain material that is illegal, or that violates any law or regulation. You will not accuse others of illegal activity or describe physical confrontations and/or sexual harassment.
- f) Your content must not be of a nature that does not address the goods and services, atmosphere, or other of the business or have no qualitative value (including, but no limited to, spam, chain or other mass messaging).
- g) Must not contain language or images intended to impersonate other users (including names of other individuals) or offensive or inappropriate usernames or signatures.
- h) Must not contain material that is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information.

#### **4 Listing Creation and Approval**

- 4.1 In order to submit a Listing, you are required to submit certain personal details and/or business details. By continuing to use this Website you represent and warrant that:
- a) All new Listings will be checked by an Editor before the Listing goes live on the Website. This is so we can check that links are working, and proof-read content for spelling and grammatical errors.
  - b) We aim to approve all Listings within three working days of notification of a new Directory Registration Form and all images. If there are any problems with the Listing we will contact you on the email address that you provided. We reserve the right to reject any Listings that we do not deem appropriate for the site. In this case any money paid would be refunded in full.
  - c) It is the Suppliers responsibility to check all of the information provided is correct, including but not limited to, the text, social media links, website links, links to documents, phone numbers. It is the Suppliers responsibility to ensure the correct category and filter information is chosen.
  - d) It is your responsibility to update your Listing should any information change. The Business Barn will not be liable in any way or under any circumstances for any loss or damage that you may incur as a result of such Listings, nor for any errors or omissions in Listings. Use of and reliance upon Listings is entirely at your own risk.

#### **5 The Business Barn Forum involvement (applicable to those signed up to the professional package)**

- 5.1 Suppliers who are part of The Business Barn Forum should do so in accordance with the following rules:
- a) You shall not include any information that is offensive, harmful and/or abusive, including but not limited to; content containing images depicting or language containing expletives or profanities, obscenities, harassment, vulgarities, sexually explicit material or that promotes bigotry or discrimination against protected classes (e.g., racist/discriminatory speech or imagery.) You shall not contain material that is illegal, or that violates any law or regulation. You will not accuse others of illegal activity or describe physical confrontations and/or sexual harassment.
  - b) Your content must not be of a nature that does not address the goods and services, atmosphere, or other of the business or have no qualitative value (including, but no limited to, spam, chain or other mass messaging).
  - c) Must not contain language or images intended to impersonate other users (including names of other individuals) or offensive or inappropriate usernames or signatures.
  - d) Must not contain material that is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information.
  - e) The promotion or advertising of products or services should be kept to a minimum and only publicised when appropriate.
  - f) Your involvement in the Forum must be relevant and appropriate to the subject and accurate at the time of the conversation.
  - g) The Business Barn reserve the right to remove comments that are deemed inappropriate as per 5.1a, 5.1b, 5.1c, 5.1d and 5.1e.

#### **6 Links to Other Websites**

- 6.1 This Website may contain links to other sites including, but not limited to, those of Directory Listed businesses and third-party websites referenced for further information within the Content. Unless expressly stated, these sites are not under the control of The Business Barn or that of our affiliates. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

## **7 Accounts and Listing Fees**

- 7.1 In order to post a Directory Listing on this website we will create your Account which is non-visible on the website and held securely by The Business Barn.
- 7.2 The Membership Fee is due on a reoccurring monthly basis and your Listing will not be published until payment is received. Payment is via BACS, Credit or Debit Card.
- 7.3 The Business Barn reserve the right to suspend Listings and your Account should failure of payment become a reoccurring issue.
- 7.4 A Membership Fee will be charged for each Listing you post on this website. Current Listing fees can be found by contacting The Business Barn directly.
- 7.5 Your first payment will be at the price advertised at the time. The Business Barn reserve the right to change Listing Fees from time to time and any such changes may affect your recurring payments.
- 7.6 Should an increase in price be necessary, you will be notified 30 days prior to your renewal date of such an increase and have the option to cancel your Listing.
- 7.7 Suppliers minimum length of Membership with The Business Barn is six months. If you wish to cancel your membership after this period, The Business Barn will require written confirmation of this. Depending on the date of cancellation, you may still be liable for upcoming payments until the cancellation can be processed.
- 7.8 If you terminate a Listing and/or your Account, your Listing(s) will be removed at the end of the paid term unless you request them to be removed sooner, monies for unused periods will not be refunded.
- 7.9 Listings which The Business Barn rejects in accordance with sub-Clause 4.1 a) shall not be charged for, or in the case that a payment has already been made the monies shall be returned in full.

## **8 Termination and/or Suspension**

- 8.1 The Business Barn reserves the right to suspend a Directory Listing or full Membership without prior notification if it believes there are serious breaches of the Terms and Conditions or if they consider that any association with the Supplier could be damaging to the professional reputation of The Business Barn. If this occurs the Supplier will be notified by email within 24 hours along with the reasons and proposed actions. You are entitled to make changes to your Listing.
- 8.2 The Business Barn may terminate, limit or suspend your Account as a result of your breach of these Terms and Conditions (including failure to pay fees when due) and you may not be entitled to any refund.

## **9 Privacy**

- 9.1 Use of the Website is also governed by our Cookie and Privacy Policy which is incorporated into these terms and conditions by this reference.
- 9.2 Except for the screening and approval of Listings, The Business Barn has neither control over, nor involvement in, any Listed Business and accepts no responsibility for any actions taken, or any goods or services provided, by any Listed Business.
- 9.3 Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, The Business Barn makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.
- 9.4 All information supplied to The Business Barn by the Supplier is held securely and will not be shared with any third parties except for cases of legitimate business referral.

## **10 Availability of the Website and Modifications**

- 10.1 The Business Barn accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 10.2 The Business Barn reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

These Terms and Conditions have been entered into on

..... (date)

Signed by

.....

Role

.....

Signature

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Signed by

...Hannah Moule .....

Role

...Director.....

For and on behalf of The Business Barn

...The Business Barn .....

Signature

... *Hannah Moule*

If you have any questions about your Listing you may contact us by email at [admin@thebusinessbarn.co.uk](mailto:admin@thebusinessbarn.co.uk) or by telephone on 01299 848 111.

Date Updated: 16/05/19