

TERMS AND CONDITIONS OF ACCEPTANCE OF JOB ADVERTISEMENTS

FROM CHURCHES, ASSOCIATIONS AND COLLEGES IN MEMBERSHIP OF THE BAPTIST UNION OF GREAT BRITAIN

In these Conditions:

'The Organisation' means the Baptist Union of Great Britain of Baptist House, PO Box 44, 129 Broadway, Didcot, Oxon OX11 8RT (registered charity number 1181392)

'The Advertiser' means any person or company placing with the Organisation an order for the publication of a job advertisement.

1. Acceptance of Conditions

- 1.1 In placing an order for the publication of a job advertisement, the Advertiser accepts these conditions. No condition which conflicts with them is binding on the Organisation or the Advertiser unless it is in writing and signed by or on behalf of both parties.
- 1.2 An order shall be deemed to be accepted when the Organisation receives written acceptance of the order at which point and on which date a contract between the parties shall come into existence.

2. Advertiser's Warranty and Indemnity

- 2.1 The Advertiser warrants:
 - (a) that the advertisement is legal, decent, honest and truthful;
 - (b) that nothing in the advertisement is defamatory or constitutes a malicious falsehood;
 - (c) that the publication of the advertisement will not infringe copyright or any other rights vested in a third party;
 - (d) that the Advertiser has secured all necessary authorities and permissions in respect of the use of the advertisement of any pictorial representations of, or words attributed to, living persons;
 - (e) that no ministerial vacancies will be advertised. This includes the main ministerial role within any church or any role that would be considered by the Baptists Together Settlement Process.**
- 2.2 The Advertiser will indemnify the Organisation in respect of all costs, damages or other charges incurred in connection with any actions or claims brought against the Organisation arising from a breach by the Advertiser of this warranty or otherwise from the publication of the advertisement.

3. Right to Refuse or Amend Advertisements

- 3.1 The Organisation reserves the right to refuse to publish an advertisement if, in the Organisation's opinion:
 - (a) the advertisement fails to comply with the requirements of condition 2.1 above;
 - (b) inclusion of an advertisement gives rise to a conflict of interest; or
 - (c) the refusal is necessary for the purposes of reader protection, even if the advertisement has been accepted or previously published.
- 3.2 The Organisation reserves a final editorial right to refuse to publish an advertisement.
- 3.3 The Organisation may make any alteration it considers necessary or desirable in an advertisement including the use of standard abbreviations, or change the siting of an advertisement in the relevant publication.

4. Copyright

- 4.1 Copyright of all artwork, copy or other material created, reworked or contributed to by the Organisation shall vest in the Organisation.

4.2 The Advertiser authorises the Organisation to record, reproduce, publish, distribute and broadcast all advertisements, (including but not limited to text, artwork and photographs) and to include and make them available in any information service, electronic or otherwise.

5. Errors and Omissions

5.1 The Organisation has no responsibility for errors in an advertisement provided to the Organisation by the Advertiser nor for the repetition of errors in a series of advertisements unless notified by the Advertiser.

6. Data Protection

6.1 The Organisation will hold information obtained in its dealings with the Advertiser to enable it to administer the account of the Advertiser.

7. Advertisement

Each advertisement is allowed up to 200 words plus a link and logo included and will normally be published on the Baptists Together website for two weeks, free of charge, within two working days of receipt.

8. Governing Law

8.1 Any dispute or claim arising out of or in connection with these terms and conditions, their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

9. Jurisdiction

9.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.