Please print on your company letterhead and return to:

UKTC Sponsorship C/o Chris Hastie 55 Goldsmith Avenue Warwick CV34 6JB



Application for a Sponsor's Account for the UK Tree Care Mailing List

Contact Name			
Contact Email			
Company Name			
Billing Address			
City			
Post Code			
Declaration I wish to apply for a Sponsor's Account for the UK Tree Care mailing list. I declare that all information given on this form is to the best of my knowledge true and correct. I confirm that I have read and agree to the Terms and Conditions for advertising on the UK Tree Care mailing list. I understand that I will be invoiced for any advertising I book on-line using this account. I am duly authorised to sign on behalf of the above company.			
Signed			Date

If this form will not fit on your company letterhead, please print it on plain paper and attach a covering note on your letterhead.



Advertising on the UK Tree Care Mailing List Terms and Conditions

1 Introduction and General Terms

- 1.1. Chris Hastie maintains and runs an email discussion group for arboriculturists known as the UK Tree Care mailing list, or UKTC.
- 1.2. Chris Hastie (the Provider) provides a means whereby a company wishing to sponsor the UKTC may have an advert of up to seven lines included on each message sent through the UKTC (SponsorStandard and SponsorPlus), or may send a whole advertising message to members of the UKTC (ListShot). In addition, Chris Hastie provide a system for such companies to administer their advertising using the World Wide Web (the Sponsor Control Centre).
- 1.3. The inclusion of any advert on behalf of any company (the Advertiser) or the use of the Sponsor Control Centre by the Advertiser shall be deemed to indicate the agreement of the Advertiser to be bound by these Terms and Conditions (the Terms). This agreement shall be judged under the law of England and Wales.
- 1.4. The Advertiser undertakes to ensure that the advertising is in no way misleading, complies with all current legislation and does not contain material of a racist or offensive nature. The same shall be true for the content of any web site linked from the advertising. The Advertiser is solely responsible for the content of any advertising and agrees to indemnify the Provider against any losses incurred as a result of the content of the Advertiser's advertising. The Provider reserves the right to edit or remove advertising that it considers in breach of this and in such an event the Advertiser shall remain liable for all advertising fees.
- 1.5. If any part of these Terms should be found to be invalid in law this will not serve to invalidate the remainder of the Terms.
- 1.6. The Provider reserves the right to vary these Terms at any time without prior notice by placing a revised copy of the Terms on the Sponsor Control Centre along with a note drawing attention to the change. This note will remain in place for at least 30 days.

2 SponsorStandard and SponsorPlus

- 2.1. The Provider will provide a service whereby the chosen advertising text of the advertiser is included in each email that is sent through the UKTC, at a position as dictated by the scheme chosen by the Advertiser.
- 2.2. Every effort will be made by the Provider to ensure that the advert appears in a visible fashion on every email sent through the UKTC during the advertising period. However, the wide number of differing types of email and email software make it impossible to guarantee this. Refunds or reductions of fees will only be considered where it can be demonstrated that in greater than 15% of emails through the UKTC during the advertising period the Advertiser's advert could not reasonably have been seen.
- 2.3. In the event of technical failures during the advertising period resulting in the UKTC being off line for any period, a reduction of advertising fees will be considered if the total number of emails successfully passing through the UKTC in that period is less than 65% of the average number passing through the UKTC in a similar period, the average being taken over the immediately preceding three calendar months.

3 ListShot

- 3.1. The Provider provides a service whereby the Advertiser may arrange to send a single advertising message by email to the current members of the UKTC. This message may be up to 100Kb in size.
- 3.2. The Advertiser will be provided with a special address to which their advert should be sent. This address will be valid on one occasion only and only during the booked advertising period. Should the Advertiser fail to send their advert within the booked advertising period the Advertiser shall never the less be liable for the full advertising fees.
- 3.3. The Advertiser may not include any device within their email which will, by design or otherwise, reveal the email addresses of recipients to the advertiser.

4 Sponsor Control Centre

- 4.1. The Sponsor Control Centre provides a means whereby the Advertiser may book advertising interactively using the world wide web.
- 4.2. The Advertiser will be provided with an account ID and a password to enable access to the Sponsor Control Centre. All access to the Sponsor Control Centre will be logged and the Advertiser will be held responsible for all actions that are taken using their account. It is important therefore that the Advertiser takes every care to protect his/her password, which measures should include changing the password regularly choosing a 'strong' password that is not easily guessed and never writing down the password.
- 4.3. If the Advertiser believes his/her password has been compromised he/she must change it immediately using the Sponsor Control Centre or notify the Provider immediately.
- 4.4. The Advertiser will become liable for both the cost and content of any advert booked by him/her through the Sponsor Control Centre. The Advertiser will be billed for the cost of the advert once it has finished running, at the rates indicated on the UKTC website or otherwise agreed, and must settle the account within 14 days. If the Advertiser wishes to claim a pre payment discount he/she must ensure that payment is received prior to the beginning of the run. Note that no invoice will be sent at this point.
- 4.5. Booked adverts may be cancelled at no charge until seven days prior to the start of their run by using the Sponsor Control Centre. After a point seven days prior to the beginning of the run any reduction in fees will be at the discretion of the Provider. If cancellation is requested after the run has started the full fees will be payable.
- 4.6. No refunds will be given for the cancellation of pre-paid adverts, although in certain circumstances it may be possible to rebook the advert for another date.

3/6/2003 Page 1 of 1