

# algarve ● resident

## Terms & Conditions

### Competition rules

- CR1** Algarve Resident competitions are only open to residents of the Algarve, including those under the age of 18 who have parental consent to enter, unless an age is specifically stated.
- CR2** In competitions intended for children, this consent is not required.
- CR3** Altered, mutilated, illegible or late entries are not accepted.
- CR4** Proof of mailing, posting or emailing cannot be offered as proof of delivery.-
- CR5** Where prizes of goods or services are offered, no cash alternative will be offered.
- CR6** If an in-paper entry form is required to enter a competition, originals only must be used – photocopies will not be accepted.
- CR7** Unless otherwise stated, winners will be those entrants whose all-correct entries are the first examined after the published closing date of the competition.
- CR8** The editor's decision is final and binding.
- CR9** No correspondence will be entered into.
- CR10** Persons entering competitions will be deemed to have accepted the foregoing rules and conditions.
- CR11** Employees of Fleet Street Lda, MMS Publishing Lda, Canary Wharf Lda, Algarve Resident and their relatives, competition sponsors or anyone connected with the conduct of the competition are not eligible to enter.
- CR12** Winner's names and/ or photographs will be published at the earliest opportunity.
- CR13** Copyright will remain the property of Fleet Street Lda or MMS Publishing Lda and material may be used for promotional purposes.
- CR14** Only persons aged 18 or over may enter competitions which have prizes that contain alcohol.
- CR15** If films or videos are offered as prizes, only those persons aged over 18 may enter competitions where any of the videos have an 18 certificate.
- CR16** Winners may be required to take part in any publicity required by Algarve Resident, and may forfeit their prize if they do not agree to any publicity required.

# Freelance Journalists

## Preamble

Fleet Street Publicidade e Publicações Unipessoal Lda - owners of the Algarve Resident - hereinafter know as The Company, does, from time to time, use the services of freelance journalists.

If you are considering doing some work for The Company or are in the process of being offered some work, the following Terms & Conditions are applicable.

### J1. Letter of appointment

Anyone hired on a freelance basis would receive a personal letter outlining the work, the hours and the rates of pay but the following general Terms & Conditions form the basis of any contract. Work will only be offered once the Terms & Conditions have been accepted in writing.

### J2. Privacy & Security

In the ordinary course of your work you will be exposed to information about the business of The Company (and possibly its associated companies) and the suppliers and customers of The Company (and possibly its associated companies) which is confidential or is commercially sensitive and which may not be readily available to competitors or the general public and which if disclosed will be liable to cause significant harm to The Company and /or its associated companies.

You must not, whether during or after your employment, except as authorised or required by your duties during this assignment, reveal to any person, firm, company or organisation or otherwise make use of any of the trade secrets, secret or confidential operations, processes or dealing or any information (other than that within the public domain) concerning the organisation, business, finances, transactions or affairs of The Company (including lists of the customers or clients of The Company) which may come to your knowledge during your employment. Nothing in this clause will prevent you from disclosing information to comply with a Court Order or perform any statutory obligation should you be required to do so.

### J3. Property & Intellectual Rights

All property belonging to the Company (or any associated company) including but not limited to notes, records, correspondence and other documents (including information recorded or by electronic or mechanical means) which from time to time may be in your possession (whether made by you or not) concerning the business of the Company or any of its subsidiaries or associated companies, shall be the property of the Company to whose business they relate.

They will be delivered by you to the Company immediately upon request and in any event upon the termination of your engagement and you will not make or keep any copies of extracts of them.

### J4. Intellectual Property Rights Definitions

“Associated Company” - any company which is, in relation to the Company, its holding company or its subsidiary or a subsidiary of its holding company.

“Intellectual Property Rights” - all copyright, moral rights, patents, trademarks, trade names, service marks, rights in design, databases and knowhow and all or any other intellectual property rights whether or not registered or capable of registration and whether subsisting in Portugal or elsewhere.

Unless you obtain the prior written consent of the Company to the contrary (which to be valid must be recorded in writing and signed by a director of the Company on its behalf), all Intellectual Property Rights that are created, generated, made or discovered by you during the course of supplying your services to the Company, whether alone or with others, which they relate to or might relate to or are capable of being used or adapted for use in the business of the Company or the business of any Associated Company, shall belong to the Company.

You hereby assign to the Company (including, to the extent necessary, by way of future assignment) all such Intellectual Property Rights and undertake to execute all documents and do everything that is necessary to vest the full benefit of such rights in the Company.

You hereby irrevocably and unconditionally waive in favour of the Company the moral rights conferred on you by general Copyright and Intellectual Property Right in which the copyright is vested in us under this clause or otherwise.

### J5. Terms of Contract

During any period that you are working for the Company you provide your services on a freelance basis and there is no period of continuous employment. For the avoidance of doubt you accept that this engagement amounts to a contract for service and that you remain self-employed at all times.

## Readers Offers

### Preamble

These Terms & Conditions govern your participation in and purchase of the Algarve Resident and its associated website [www.algarveresident.com](http://www.algarveresident.com) (which we refer to as 'the website') Reader Offers and your relationship with suppliers of goods and services that you may buy through the website. Please read these Terms & Conditions carefully. By accepting to participate in a Readers Offer or purchase an item or items from the website, you are entering into a contract and accept the Terms & Conditions as laid out below.

Through Reader Offers, suppliers selected by us (which we refer to as 'Suppliers') offer products or services for sale (which we refer to as 'Products'). Please note that our role is limited to the offering of products through the pages of the printed Algarve Resident and associated website and we are not a party to the transaction between you and the Supplier for the sale of its Products and, because of this, you must accept that we do not make any warranty about Products or their delivery. Any claim you may have in respect of the sale of any Product is with the relevant Supplier and not our responsibility.

Detailed below is a full and complete list of our Terms & Conditions which were last updated on May 16, 2008. We may amend these Terms & Conditions from time to time. New Terms & Conditions will then apply to any future orders by you. Details of any past amendments will be posted in section 10 below.

Here are the topics that this section covers:-

- R1. Your contract with the Supplier
- R2. Prices
- R3. Delivery
- R4. Cancellation and Returns
- R5. Payment
- R6. Disclaimer of Liability
- R7. Data Protection
- R8. Use of Material on the Reader Offers Website
- R9. Third party material on the Reader Offers Site
- R10. Amendments

#### R1. Your Contract with the Supplier

To purchase Products offered by the Algarve Resident Reader Offers, you must be over eighteen years of age. It will be clear on the Reader Offer information printed in-paper and on the website which Supplier you are contracting with for each Product you buy. There will be no contract of any kind between you and the Supplier unless and until the Supplier actually dispatches the Product to you. Your order is an offer to buy from the Supplier. Nothing that the Company does or the Supplier does will amount to any acceptance of that offer until the Supplier actually dispatches the Product to you. At any point up until then, the Supplier may decline to supply the Product to you. At the time that the Product is dispatched, a contract will be made between you and the Supplier as agreed in these Terms & Conditions, you will be charged for the Product at the point of ordering or very soon thereafter. Sections 1 to 6 of these Terms & Conditions will form part of your contract with the Supplier. For more information on the Suppliers, please see "Suppliers".

#### R2. Prices

The prices payable for the Products that you order are clearly set out in the Reader Offer literature, either in-paper or on the Website. If, by mistake, the Supplier has under-priced a Product, the Supplier will not be liable to supply that Product to you at the stated price, provided that the Supplier notifies you before the Supplier dispatches the Product concerned. All prices are expressed inclusive of IVA payable unless otherwise stated. The price of the Products includes the delivery charge to the Portuguese mainland only.

#### R3. Delivery

Delivery will be made to the address specified by you on the completed order form. Please note that all Suppliers can only deliver products within the Portuguese mainland. As we may source products from many Suppliers, products in one order may be delivered separately. All Suppliers aim to deliver within 14 days unless clearly stated otherwise in the product description and they will do their best to secure delivery within 30 days of the date of your order but shall not be liable for loss resulting from delay in delivery arising out of any cause beyond their control. If for any reason the Supplier is unable to supply a particular Product, the Supplier will notify you as soon as possible.

#### R4. Cancellation and Returns

Unless the Products are perishable or personalised for you, you have the right to cancel your order up to seven working days after the day following the delivery of the Product by contacting the Supplier. In the event

that the Product has already been dispatched at the date of receipt of your cancellation of the order you must return the Product to the relevant Supplier and the Supplier will credit your credit or credit / debit card with the price of the Product to you within 30 days beginning with the day on which notice of cancellation was given. All returned audio or video recordings or computer software must be sealed in their original wrapping. If you do not return the Product within 30 days of your notice of cancellation, you will be deemed to have accepted it, at which point a new purchase contract will be made and you will be charged for your order at the price set out on the Website. This does not affect your statutory rights.

If you are returning a Product because of an error on the part of the Supplier or because it is faulty, you must contact us in advance (see "Contact Us") and the Supplier will refund your costs in returning the Product. Otherwise you will be responsible for those charges.

For your protection, we recommend that you use a recorded delivery service when returning a Product or otherwise obtain a Post Office proof of posting or insurance to cover the value of the unwanted Product. As stated above, you will be responsible for the costs of returning any Product unless they have been delivered to you in error or the Product is faulty.

In addition to your right to cancel above, Suppliers will accept most returned Product within 28 days of receipt as long as the Product is unworn, unused and in its original packaging.

#### **R5. Payment**

You can pay with MasterCard or Visa credit card, Switch or debit card and any other credit or debit card which the Supplier indicates as being available for use. Your credit / debit card details will be accessible by WorldPay only and not by the Company, its staff or agents so as to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of order.

#### **R6. Disclaimer of Liability**

To the extent permitted by law, the Reader Offers section of the Website is provided by us without any warranties or guarantees. In particular, we do not warrant that the Website or any of its content is virus free. You must take your own precautions in this respect as we accept no responsibility for any infection by virus or other contamination or by anything which has destructive properties. Although we will do our best to provide constant, uninterrupted access to the Reader Offers Site, we do not guarantee this. We accept no responsibility or liability for any interruption or delay.

The Reader Offers section of the Website provides content from other sources and while we try to ensure that material included is correct and the Products offered are of good quality, we cannot accept responsibility if this is not the case and, as stated above, we disclaim all liability in respect of the Products.

To the full extent allowed by the applicable law, you agree that neither we nor any Supplier will be liable to you for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Reader Offers.

If we are found to be liable to you, our liability (whether arising in negligence or otherwise) will not under any circumstances exceed the greater of (a) 500 Euros, or (b) an amount equal to the sums paid or payable by you in respect of the order to which such liability relates.

Nothing in these Terms & Conditions shall exclude our liability or the Supplier's liability for personal injury or death caused by negligence.

#### **R7. Data Protection**

All information received by us from your use of our Reader Offers will be used in accordance with our Privacy Policy.

We respect the value of personal information provided by you and will only otherwise transfer this information on to the Supplier and the software host for the Reader Offers in order to facilitate your purchase.

#### **R8. Use of Material on the Reader Offers Website**

For the purposes of this agreement, "material" means material including, without limitation, text, video, graphics and sound material, published on the Reader Offers Website.

You may download and print extracts from the material and make copies of these for your own personal and non-commercial use only. You are not allowed to download or print the material, or extracts from it, in a systematic or regular manner or otherwise so as to create a database in electronic or paper form comprising all or part of the material appearing on the Reader Offers Website. You must not reproduce any part of the Website or the material or transmit it to or store it in any other website or disseminate any part of the material in any other form, unless we have indicated that you may do so in writing.

**R9. Third party material**

**You may see advertising material submitted by third parties on the Website. Individual advertisers are solely responsible for the content of advertising material which they submit to us, including ensuring that it complies with relevant legislation. We accept no responsibility for the content of advertising material, including, without limitation, any error, omission or inaccuracy.**

**If you want to advertise on the Website or on any of the other websites we operate, please Contact Us for further information.**

**R10. Amendments**

# Subscriptions

## Preamble

When you subscribe to the Algarve Resident, you will receive the Algarve's favourite English language newspaper without having to leave your house or office.

### S1. Which version suits me

We now offer two choices - you can receive the printed edition directly to your home, post box or office by mail, or have the electronic edition as a PDF file, sent directly to your email box.

Postal Subscriptions are sent by land mail on Wednesdays, one day before the paper is in newsstands.

While every effort is made to ensure that your postal copy is received by you in a timely fashion, Fleet Street Publicidade e Publicações Unipessoal Lda cannot be held responsible for delays due to slow delivery by the post office, stoppages, strikes or acts of God.

Your postal copy will be sent wrapped in plastic to ensure that it is received by you in 'as new' condition.

Electronic Newspaper Subscription are sent by email on Thursdays, the day the paper is in newsstands.

The format is PDF and can be viewed using the free Adobe Reader which available to be downloaded from the Adobe website.

### S2. Subscription Duration

Subscriptions are available for three months, six months and 12 months, all payable in advance.

### S3. Special Offers

Special offers made, do not form part of any contract and Fleet Street Publicidade e Publicações Unipessoal Lda reserves the right to alter or cancel any special offer at any time without prior notice.

### S4. Payment

Payment for your subscription will, unless otherwise agreed, be made in full in advance.

Payment can be accepted by:-

**Cash** - We advise clients wishing to pay by cash, that they do so in person at our offices in Lagoa or at one of our agent offices. If sending cash through the postal system always ensure that the delivery is registered with signatory as this company will not be held responsible for loss of cash through the post.

**Cheque** made payable to Fleet Street Lda. Cheques will only be accepted if they are drawn from a Portuguese Euro bank. Foreign currency cheques will not be accepted unless agreed prior to acceptance of the advertisement, and clearance of the cheque has been confirmed through our bank and all charges have been paid by the client.

We can accept most credit / debit cards as payment. We cannot accept MultiBanco cards through the Classified Manager, but they can be accepted when presented in our offices in Lagoa. To identify if your card can be accepted, look at the card. If the numbers of the card are raised, and there is a three-digit CVC code on the reverse, it should be acceptable by WorldPay. This can be done automatically by using the Classified Manager available through the website [www.algarveresident.com](http://www.algarveresident.com). No charges will be made by this company or WorldPay for paying by credit / debit cards although your card issuing bank may levy a charge for its use. We confirm that all information is held only by the online bank, WorldPay (part of the Royal Bank of Scotland) and not by us or our agents.

We can accept bank transfers as payment for classified advertising. Please contact our accounts department by telephone on (00351) 282 342 936 or by email to [accounts@algarveresident.com](mailto:accounts@algarveresident.com) for the current NIB or IBAN number for transfers. Until cleared funds are in our bank account, classified advertising will not be placed.

The current rate card for classified advertising is published on the website [www.algarveresident.com](http://www.algarveresident.com) or is available on request by emailing [classifieds@algarveresident.com](mailto:classifieds@algarveresident.com) or by telephoning (00351) 282 342 936.

## Classified Advertising

### Types of Classified Advertising

- C1. There are two available types of classified advertising in the Algarve Resident – advertising calculated using words (lineage) and advertising calculated by the column centimetre (semi-display).

**Lineage advertising** is calculated using a word count multiplied by the cost per word for this type of advert. A minimum of 10 words including the telephone number or other contact will be charged in all cases where the total number of words is less than 10 words irrespective of offers, or additions as laid out in the 'Extras to Classified Advertising' section under 'Types of Classified Advertising'.

**Semi-Display advertising** is calculated using a ratio of one column width (or multiples thereof) multiplied by the number of centimetres in depth. The number of centimetres deep a semi-display advert can be is limited only to the total depth of the page and the number of available columns on the page for width. Advertisement can be submitted ready for page from the client or advertising agent of the client but must be in JPG format. Extra formatting due to size corrections, or image enhancements may incur extra charges.

### Extras to Classified Advertising

- C2. Various extras can be added to your classified advertising to enhance the look or properties or the content.

**Boxed Advert** – this refers to Lineage advertising only. A box is placed around the total of the words allowing the advert to stand out from the page.

**Private Reply** – this option allows the advertisement owner, to remain anonymous to the general public or to control responses to the submitted advertising. This in no way means that anonymous advertising will be accepted by this company or its agents. This option applies to both lineage and semi-display advertising.

**Photographs** can be added to lineage advertising and will be charged according to the published rate per photograph supplied for publication. Photographs must be submitted as JPG files and be supplied for publication at the time of placement of the lineage advertisement.

**Logos / graphics** can be added to lineage advertisements to enhance their appearance. Logos will be charged at the published rate per logo submitted for publication. Logos must be submitted for publication at the time of placement of the lineage advertisement and must be supplied in JPG format.

Logos, graphics and photographs will not be charged extra when being placed as part of semi-display advertisements as the depth of the logo, graphic or photograph will determine in part the depth the semi-display will be charged at.

### Classified Advertising Submissions

- C3. Classified advertising must be submitted for publication in writing by either email, fax, in person at our offices or agents offices, or submitted using the Classified Manager – part of the website [www.algarveresident.com](http://www.algarveresident.com). We will not accept placement or renewal of classified advertising by phone or text message for any section other than the Under 20 section.

### Classified Advertising Deadline

- C4. Classified advertising must be submitted no later than Monday 5pm, four days prior to publication date.

### Classified Advertising Payment

- C5. Payment for classified advertising will, unless otherwise agreed, be made in full in advance.

Payment can be accepted by:-

**Cash** - We advise clients wishing to pay by cash, that they do so in person at our offices in Lagoa or at one of our agent offices. If sending cash through the postal system always ensure that the delivery is registered with signatory as this company will not be held responsible for loss of cash through the post.

**Cheque** made payable to Fleet Street Lda. Cheques will only be accepted if they are drawn from a Portuguese Euro bank. Foreign currency cheques will not be accepted unless agreed prior to acceptance of the

advertisement, and clearance of the cheque has been confirmed through our bank and all charges have been paid by the client.

We can accept most credit / debit cards as payment. We cannot accept MultiBanco cards through the Classified Manager, but they can be accepted when presented in our offices in Lagoa. To identify if your card can be accepted, look at the card. If the numbers of the card are raised, and there is a three-digit CVC code on the reverse, it should be acceptable by WorldPay. This can be done automatically by using the Classified Manager available through the website [www.algarveresident.com](http://www.algarveresident.com). No charges will be made by this company or WorldPay for paying by credit / debit cards although your card issuing bank may levy a charge for its use. We confirm that all information is held only by the online bank, WorldPay (part of the Royal Bank of Scotland) and not by us or our agents.

We can accept bank transfers as payment for classified advertising. Please contact our accounts department by telephone on (00351) 282 342 936 or by email to [accounts@algarveresident.com](mailto:accounts@algarveresident.com) for the current NIB or IBAN number for transfers. Until cleared funds are in our bank account, classified advertising will not be placed.

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#### Classified Advertising Sections

- C6. Sections within our classified pages are pre-determined. If however you have a special request for a new section, we will consider the request and where appropriate, will action a new section and place your advertisement within it. If a new section is not possible, we will ensure that your classified advertisement will be placed within the most appropriate section.

#### Renewal of Classified Advertising

- C7. Renewals of classified advertising can be made through our Classified Manager available through the website [www.algarveresident.com](http://www.algarveresident.com), by fax to (00351) 282 342 939 or in the case of the 'Under 20' section, by SMS to (00351) 919 111 222. Renewals will not be accepted by telephone.

#### Classified Advertising Special Offers

- C8. From time-to-time, special offers are made available. These are only applicable to classified advertising placed through the Classified Manager via the website [www.algarveresident.com](http://www.algarveresident.com)

As a matter of course, advertising submitted through the Classified Manager, reflects a 5 per cent discount from the published rates.

#### Classified Advertising Corrections

- C9. All classified advertising will be checked for spelling and grammatical errors prior to placement. Corrections that are necessary will be made without prior notice.

#### Classified Advertising Content

- C10. This company will not accept classified advertising that is rude, crude or sexually suggestive without first having been approved by the Publishing Director. Advertisements that are not approved will be refunded in whole with notification of the reason for the disapproval by email or letter.

This company will not accept adverts that solicit illegal or immoral operations and may, as duty, inform the authorities of such advertisements.

#### 'Under 20' Section

- C11. The 'Under 20' section is a free section. Only personal items that are for sale with a value of 20 Euros or less can be placed in this section. Renewals are free of charge indefinitely. For more information, go to [www.algarveresident.com](http://www.algarveresident.com), click 'Classifieds' and read the section, 'advertise for free!'

#### Classified Advertising Refunds

- C12. This company operates a very strict refunds policy. Please see the section entitled 'Refunds Policy' or request the information by telephoning (00351) 282 342 936 or by emailing [accounts@algarveresident.com](mailto:accounts@algarveresident.com)