

Advertisers Agreement with Unicorn Folk

Background

Unicorn Magazine has been supporting folk music and dance since its foundation by Alan Creamer and Theo Thomas in 1983. Some 30 years later, new editors took over when Alan retired and since Autumn 2019 **Sandra Lawes** has run the publication single-handed. Sandra is now handing over the responsibility for Unicorn Magazine to me, **Carl Filby**.

Covid-19 has made it almost impossible to continue producing a printed magazine so, I am changing the format to an online website to carry on supporting the folk community.

The new online community will be known as **Unicorn Folk** and it will aim to continue the relationship of trust that has been built up over many years between the publication and its advertisers and contributors. The key focus will be on the traditional Unicorn catchment area of Bedfordshire, Buckinghamshire, Cambridgeshire, Hertfordshire, Northamptonshire and parts of north London. However, the online format will also make the website accessible to advertisers and folk enthusiasts all around the UK.

Aims of Unicorn Folk

Knowing how hard Covid-19 has hit the music and dance community, I'm delighted to offer substantially reduced advertising rates for the online **Unicorn Folk** and advertisements for certain activities such as Sessions and Shall We Dance? will continue to be **FREE** of charge.

We're also improving some elements of the service, for example by providing links to musicians, venues and events and the advertisement of Morris Dance activities will also become **FREE** of charge.

The new online **Unicorn Folk** will be run entirely by unpaid volunteers - principally myself, Carl Filby, and I will retain all responsibility for the administration of the website. The hosting services necessary to run the Unicorn Folk website are provided by LCN.com to Creative Royston <http://www.creativeroyston.org/>, a not-for-profit organisation run entirely by unpaid volunteers. Their main aim is to stage Royston Arts Festival (including Royston MusicFest) each year and to promote the arts in general in Royston and the surrounding area.

The aims of **Unicorn Folk** dovetail with the aims of Creative Royston and the latter will allow **Unicorn Folk** the use of some spare capacity in the website hosting services it pays LCN.com to provide. Whilst that situation continues, any profit, net of expenses, from the **Unicorn Folk** website will be donated to Creative Royston annually. During that time, **Unicorn Folk** will endeavour to generate enough income to cover its own costs and be capable of existing independently of Creative Royston.

In consequence of the above, I, Carl Filby, on behalf of Unicorn Folk, give the following undertakings:-

1. I will endeavour to place advertisements and listings submitted by advertisers and contributors on the website at the earliest opportunity, and at least once a week on Mondays. I will also give as much advance warning as possible when holidays interrupt this planned schedule.
2. I will upload images and information supplied by advertisers as they are submitted and will not alter or amend them. Advertisers are solely responsible for ensuring the accuracy of the material submitted.
3. I will endeavour to be transparent and open in my dealings with advertisers
4. I will adhere to UK General Data Protection Regulations and take steps to ensure the confidentiality of any personal data held by me which is not intended for the public domain.
5. I will produce a basic set of annual accounts detailing income and expenditure.

6. I will pass on net profits after costs and expenses to Creative Royston for as long as **Unicorn Folk** is able to enjoy the free use of its website hosting services, currently supplied by LCN.com.

7. Neither I nor any other unpaid volunteer (e.g. reviewers of CDs, authors of articles etc) will take any financial remuneration for personal time spent engaged in the activities of **Unicorn Folk**. (Remuneration does not include CDs which may be kept by reviewers, or passed on for sale to benefit a charity. Remuneration also doesn't include any tickets to events which are donated to **Unicorn Folk** in gratitude for services provided or supplied for the purpose of facilitating reviews, nor expenses reimbursed for reasonable and necessary expenditure.)

In placing an advertisement (whether a free listing or paid for) or contributing their material to the Unicorn Folk website advertisers agree to the following conditions:-

1. Advertisements must be submitted in the appropriate specified format.
2. All payments (where due) must be made in advance and no advertisements will be placed on the website until payment has been received. (This is necessary to keep administration costs to a minimum)
3. Advertisers are solely responsible for the accuracy of the material that they submit for publication.
4. Advertisers and contributors recognise that the **Unicorn Folk** website and related activities are a service provided mainly for the folk music community and is not a commercial operation in the accepted sense. Advertising rates, where charged at all, are set low but high enough to make the service self-financing both now and in the future when it might not be possible to take advantage of the website hosting services that are paid for by Creative Royston.
5. Advertisers and contributors recognise that the low advertising rates do not provide for the hiring of replacement personnel or services in the event of illness or incapacity of any unpaid volunteers.
6. Refunds will be only given where the circumstances merit and the amount involved is in excess of £10. I, Carl Filby, will have sole discretion over whether a refund, partial or full, is merited. An example of when a refund would be given could include an advertisement being submitted but overlooked by me until such time when it is no longer worthwhile placing on the website for publicity purposes. If the service were to be terminated for any reason, refunds would be given for each full remaining quarter where the service could not be delivered subject to the £10 qualifying minimum.
7. Advertisers and contributors accept that no-one involved in providing services on behalf of **Unicorn Folk** can be held liable in any way for any perceived financial loss arising from any failure to publish material supplied either at all or in the time expected by the supplier of such material whether payment is made for that service or not.
8. **Unicorn Folk** reserves the right to reject any advertisement or contribution on the grounds of decency, copyright infringement or any other reason without the need to provide a reason for such rejection. The acceptance of an advertisement for publication in **Unicorn Folk** does not in any way suggest or imply that the content is free from copyright infringement and the responsibility for ensuring that material is free from copyright infringement lies solely with the advertiser.
9. To keep costs low, copy date reminders will not be issued by **Unicorn Folk**. Advertisers and contributors are responsible for submitting their material to allow sufficient lead time before their event.
10. Advertisers and contributors will have read and be content with the **Unicorn Folk Privacy Notice** available on the website at the time of submitting any material for publication.

Carl Filby