

TERMS AND CONDITIONS

1. DEFINITIONS

Advertisement:	The advertisement comprising of the Copy for publication in the Magazine as identified on the Confirmation
Advertiser:	The company, firm or individual who books advertising space in the Magazine
Cancellation Date:	The cancellation date indicated on the Confirmation, which shall be no less than 3 weeks before the Copy Deadline
Comparable Magazine:	A magazine published by the Publisher of a comparable nature to the Magazine
Confirmation:	The written booking confirmation dispatched by the Publisher to the Advertiser
Contract	The contract between the Advertiser and the Publisher which shall become binding on both parties upon dispatch of the Confirmation by the Publisher
Copy:	The advertising copy as supplied by the Advertiser to the Publisher whether in the form of artwork, photograph, graphics, film or illustrative material and words to be typeset and laid out by the Publisher
Copy Deadline:	9:00 am on the date indicated on the Confirmation
Distribution Date:	The date on which the Magazine will go into distribution, as indicated on the Confirmation
Magazine:	The Magazine published by the Publisher referred to in the Confirmation.
Principal:	The Advertiser, except when the Advertiser is acting as agent for another company, firm or individual, in which case the Principal shall be that company firm or individual
Publisher:	MediaClash Limited of Circus Mews House, Circus Mews, Bath, BA1 2PW, with company number 4403199

2. CONTRACT

- 2.1 The Contract is made between (1) the Publisher and (2) the Advertiser and the Principal. If the Advertiser is not the Principal, the Advertiser shall be jointly and severally responsible for the obligations of the Principal and references hereafter to the Advertiser shall include the Principal.
- 2.2 A verbal booking shall be binding on the Advertiser for 10 days. At any point during that time, the Publisher may send the Confirmation to the Advertiser.
- 2.3 The Publisher reserves the right to cancel the Contract and omit any Advertisement due to be published should a) the Advertiser and/or the Principal be in breach of the payment and credit terms set out in paragraph 7 below; or b) in the Publisher's reasonable opinion, any of the Copy be obscene or defamatory or infringe the intellectual property rights of a third party or otherwise be contrary to any law that may from time to time be in force in England and Wales or to any other rules, regulations, guidance, codes of practice or industry standards; or c) the Copy be of an unacceptable standard or quality.

3. BOOKINGS

- 3.1 Advertisement bookings are accepted subject to the Copy being acceptable to the Publisher and the space being available in the Magazine.
- 3.2 The Publisher reserves the right to omit or remove any Advertisement from the Magazine to a Comparable Magazine should the publication of the Magazine be terminated. In such event the Publisher shall notify the Advertiser of the insertion of the Advertisement in the Comparable Magazine and shall so insert the Advertisement unless requested in writing by the Advertiser before the Copy Deadline not to do so.
- 3.3 The Publisher reserves the right to omit any Advertisement from the Magazine. In such event the Publisher shall notify the Advertiser of the Copy Deadline for insertion of the Advertisement into the next available issue of the Magazine and shall so insert the Advertisement unless requested in writing by the Advertiser before the Copy Deadline not to do so.
- 3.4 The Publisher shall be under no liability to the Advertiser where it is unable to comply with the terms of the Contract for any reason beyond its reasonable control including without prejudice to the generality of the foregoing any act of God, war, fire, flood, failure of power supply, industrial action or any action taken by employees or sub-contractors or otherwise.

4. COPY SUPPLY

- 4.1 It is the responsibility of the Advertiser to ensure that the Publisher is supplied with the Copy before the Copy Deadline. In the event of an omission resulting from failure to deliver suitable Copy before the Copy Deadline, the cost of the space remains payable in full.
- 4.2 In the event of failure of the Advertiser to deliver suitable Copy before the Copy Deadline, the Publisher, at its sole discretion, reserves the right to use copy from another source or to repeat copy already in its possession from previous advertisements placed by the Advertiser.

5. WARRANTIES & INDEMNITY

- 5.1 The Advertiser warrants to the Publisher that:
- 5.1.1 it owns or has the right to use and to permit the Publisher to use the Copy in accordance with the terms of the Contract; and
 - 5.1.2 it shall use all reasonable endeavours to ensure that the Copy will not contain any material or factual inaccuracies as at the date of publication; and
 - 5.1.3 the Copy will not infringe or violate any Intellectual Property Rights of any third party when published in the Territory; and
 - 5.1.4 it has the power and capacity to enter into the Contract with the Publisher.
- 5.2 Advertiser shall indemnify the Publisher in full and on demand from and against any and all costs (including reasonable legal costs), expenses, loss or damage suffered or incurred directly or indirectly as the result of (a) any breach of these Conditions, including any breach of the Warranties in paragraph 5.1, above; or (b) the publication and distribution of the Advertisement in the Magazine; or (c) any act or omission of the Advertiser, its employees or sub-contractors.

6. CANCELLATIONS

- 6.1 Cancellations can be accepted only if they are received by the Publisher in writing before the Cancellation Date. Cancellations received later than that date will not be effected.
- 6.2 Any Advertiser who cancels part of a series booking will be charged at the rate indicated on the rate card for the Magazine in effect from time to time for each Advertisement published by the Publisher.

7. PAYMENT AND CREDIT

- 7.1 Unless credit facilities are agreed by the Publisher in writing, payment is due upon receipt of the Confirmation and in any case before the Copy Deadline. The Publisher reserves the right not to publish an Advertisement where payment is not made before the Copy Deadline.
- 7.2 Where credit facilities have been agreed, payment terms are strictly 14 days from the date of receipt by the Advertiser of Confirmation. Should credit facilities be suspended as a result of non-compliance with payment terms, all outstanding sums shall become due and payable forthwith.
- 7.3 If any payment from the Advertiser becomes overdue, the Publisher reserves the right to charge interest on the daily outstanding balance of all overdue sums at the rate of 7.5% per annum above the base rate of Nat West bank from time to time in force until payment is made in full.

8. ERRORS

- 8.1 Although every effort is made to avoid errors, should they occur the Publisher will not be liable to the Advertiser in any of the following circumstances:
- 8.1.1 Where the error is due to inaccuracy or imprecise instructions from the Advertiser or the Principal;
 - 8.1.2 Where the Copy has been given only verbally to the Publisher;
 - 8.1.3 Where the Copy has not been supplied until after the Copy Deadline and/or the Publisher has exercised its right under 4.2 above;
 - 8.1.4 Where the error is a typesetting error which has occurred during the free typesetting service offered to the Advertiser;
 - 8.1.5 Where the error concerns the colour reproduction of the Advertisement and the Advertiser has failed to supply a colour proof with the Copy;
 - 8.1.6 Where a written complaint about the Advertisement has not been received by the Publisher within 10 days of the Distribution Date of the Magazine containing the Advertisement.
- 8.2 In the circumstances envisaged in paragraph 8.1 above the Advertiser remains liable for the full price of the Advertisement as indicated on the Confirmation. In addition, should an error occur in an Advertisement which is to be repeated, it is the responsibility of the Advertiser to inform the Publisher in writing of the error within 10 days of the Distribution Date. If such notice is not received and the error is repeated the Advertiser remains liable for the full price of the repeated Advertisement(s).
- 8.3 Subject to Clause 8.1 above, Publisher shall be liable to pay compensation to Advertiser only if Advertiser notifies an error to the Publisher within 10 days of the Distribution Date and Publisher does not rectify such error. Publisher's maximum liability to Advertiser shall not in any case exceed the price payable by the Advertiser to the Publisher in relation to the Advertisement which contains the error.
- 8.4 The Publisher shall not be liable to the Advertiser for any indirect or consequential loss, including but not limited to loss of revenue, loss of business or loss of goodwill or reputation.

9. CONFLICT AND JURISDICTION

- 9.1 The Contract shall be governed by these Terms and Conditions which represent the entire agreement between the parties.
- 9.2 The Contract shall be governed by the laws of England and each party irrevocably submits to the jurisdiction of the English courts.