

D|STINCTIVE

Distinctive Media Group

Terms & Conditions

In these Terms and Conditions, the Publisher means Distinctive Media Group Limited and the Advertiser (which expression shall include any principle on whose behalf the Order Acknowledgement Form (the order) is signed) means the person, firm or company placing the order named accordingly overleaf. Persons signing the Order shall be deemed to have authority so to do from the person, firm, or company on whose behalf they are acting or purporting to act.

Orders mean the contract between the Publisher and the Advertiser based on the detail overleaf and these terms and conditions of business. This agreement shall arise on the receipt by the publisher of the signed order form or written confirmation, including e-mail or digital signatures.

The Advertiser shall be entitled to cancel a space booking within 10 working days of placing the order, at no cost to the advertiser. Subsequent cancellation will incur a charge of 95% of order value; all cancellations to be submitted in writing to the Publisher.

The Advertiser shall supply the Publisher with copy details for the advertisement and/or entry on or before the final copy date, the date defined overleaf agreed by the Production Department of Distinctive Media Group Limited. If copy details are not supplied in accordance with the above, the Publisher may print the name, address, and telephone number of the advertiser, as detailed overleaf, within the space allocated and the advertiser shall remain liable for the space charges.

The Advertiser acknowledges and agrees that, whilst the publisher will make every effort to position the advert in accordance with the agreement, no guarantee can be given.

If the submitted proof of any advertisement has not been returned to the Publisher, from the advertiser, within seven days of submission, either signed as approved, or accompanied by a letter signifying rejection of the proof, it shall be assumed to be correct and published accordingly.

SAVE as otherwise provided and to the extent permitted by law:

The Publisher will not be under any liability in respect of errors or omissions, whether or not arising from negligence, save that this will not exclude or restrict liability for death or personal injury resulting from the publisher's own negligence.

The Publisher shall not be liable in contract, tort, or otherwise, for any loss (whether direct or indirect) of profits, business, or other losses of any nature in respect of any matter subject to a claim under this agreement.

In the event of the Publisher cancelling this agreement, prior to the advert appearing, or otherwise in respect of any error or omission by the Publisher, then the Advertiser shall be entitled to a full refund of such part (not exceeding the whole) of the charge for the advert, as is fair and reasonable, having regard to the reason for the cancellation or the nature of the error or omission and the amount of such refund under this condition shall be determined by the Publisher whose decision shall be binding.

The Advertiser warrants to the Publisher that it is the owner or otherwise authorised user of any intellectual property rights containing, or otherwise affecting, the advert and shall indemnify the publisher from and against all proceedings, claims, demands and any other costs and expenses made or pursued against the Publisher in connection with the advert, to include, but without prejudice to the generality, any such proceedings, claims, demands, or costs and expenses, made in respect of intellectual property rights, defamation, breach of any statutory enactment or regulations made there under, or any other matter whatsoever.

The Advertiser warrants that the goods and/or services advertised shall comply with any statutory and common law requirements applicable thereto from time to time and the Advertiser shall indemnify the Publisher against any costs, claims, demands and expenses in respect of any infringement thereof.

SAVE as otherwise mentioned in the terms and conditions, there is no right for either party to cancel, or otherwise vary, the agreement.

Listings and/or database entries are included at the discretion of the sponsoring body and cannot be guaranteed in any circumstances. The Publisher can accept no responsibility whatsoever for errors and/or omissions in material supplied by the sponsoring body and no refunds or credits will be considered to advertisers as a result of any such errors or omissions.

The contract shall be governed by English law, and the Advertiser and the Publisher shall submit to the jurisdiction of the English courts.