

MarineBusiness

TERMS AND CONDITIONS OF BUSINESS

1. In these Terms and Conditions, the Publisher means Marine Business 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. 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.
2. Orders mean the contract between the Publisher and the Advertiser based on the detail entered on the booking form and these terms and conditions of business. This agreement shall begin on the receipt of the signed order form by the publisher or written confirmation, including e-mail or digital signatures.
3. Cancellation policy. The Advertiser may cancel an advertisement provided that notice in writing is received by Marine Business 30 days prior to publication date. Cancellation will only be effective on written confirmation of receipt of the request.
4. Payment: Advertisements are accepted on the basis that they will be paid for at the rate agreed to on the booking form based on the applicable rate card. Rates may change from time to time, taking effect immediately, however any changes to the rates will not apply to signed orders made prior to the date of such change.
5. Payment terms are 30 days from the date of invoice unless agreed otherwise in writing at the time of booking. In the event of late payment, interest on the amount outstanding may be charged at up to 5% above the Bank of England base rate.
6. Prices are exclusive of Value Added Tax (VAT) which the Advertiser shall additionally be liable to pay to Marine Business where applicable.
7. Charges will be made to the Advertiser where extra production work is involved owing to acts or defaults of the Advertiser.
8. If a booked Advertisement is not published due to a mistake or omission by the Publisher, an alternative publication date will be offered. If the alternative is not accepted, the original booking will be cancelled, and the Advertiser shall be entitled to a full refund if the Advertisement has been paid in advance. This shall be the only remedy for failure to publish an Advertisement.
9. In the event of the Publisher cancelling this agreement prior to the advert appearing, 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 and the amount of such refund under this condition shall be determined by the Publisher whose decision shall be binding.
10. 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.
11. The Publisher shall not be liable in contract, wrongdoing, 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.
12. If the Advertisement contains an error due to a mistake on the Publisher's part, the Advertisement will be re-published at no additional cost. It is the Advertiser's responsibility

to inform the Publisher of any errors and provide any necessary assistance to prevent the error occurring again.

13. The Publisher will make best endeavours to reproduce Advertisements as provided but cannot guarantee that the Advertisement will be of the same quality or colour match.

14. 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.

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

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

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

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