

Advertising Services Limited

Standard Terms & Conditions November 2009.

Yachting Pages, Yachting Pages Superyacht Search Engine (SSE), Superyacht Owners' Guide (SYOG) & The AngloPHONE BOOK.

Important: Please read carefully before signing the order form.

Definitions

Advert -	the advert specified in the Order.
Agreement -	the binding agreement between You and Us comprising the Order, payment method chosen and these standard conditions or varied conditions in accordance with clause 1.
Copy -	the detail and layout of the Advert, which You specify.
Directory -	the edition(s) of Yachting Pages / The AngloPHONE BOOK / SYOG as specified on the Order.
Website Advertising -	the online advertising purchased as specified on the Order
Copy Close Date -	the date shown on the Order which is the latest date by which We can accept your Order or modifications to copy within Your Advert.
Order -	the form showing the details of the Advert(s).
We/Our/Us -	Advertising Services Ltd, whose registered office is C/O Burton Sweet, Cooper House, Lower Charlton Estate, Shepton Mallet, BA4 5QE
You/Your -	the person, company or firm as named on the Order who wants the Advert(s) to appear in the Directory.

1.) Variations to the standard conditions

All variations or special terms will only be effective if agreed in writing by a director of Advertising Services Ltd.

2.) Duration

2.1 The duration of any printed Directory will be twelve months unless otherwise stated.

2.2 We do not give any warranty or undertaking as to when the next printed edition of the Directory (s) will be published and reserve the right to publish new editions on Our web site at such intervals as We think fit.

3.) Your rights and responsibilities

3.1 It is your responsibility to ensure and You warrant to Us that:

3.1.1 The Copy You provide is accurate, truthful, approved, decent and honest, and can be used legally and meets the standards of the Advertising Standards Authority for each country in which the Directory will be distributed;

3.1.2 You own the Copyright of the Copy or are otherwise entitled to use it in the Directory in all the countries in which the Directory will be distributed;

3.1.3 The Copy does not infringe the Copyright or other rights of any third party may have in the Copy;

3.1.4 You own or otherwise have the authority to use all trade marks, logos, trade names, the names of trade associations or quality assurance marks used in the Copy in all the countries in which the Directory will be distributed;

3.1.5 You are entitled to publish the Copy and to provide the goods and services offered in the Copy in all of the countries in which the Directory will be distributed.

3.1.6 The Advert for your business and the Order is placed for your business and You will not sell the Advertising space to any other business;

3.1.7 All Copy submitted to us has been unconditionally approved by You for publication.

3.1.8 You are responsible for providing correct telephone and email details are provided to be published in the Directory / Website and in addition that the correct contacts are provided for the person responsible for providing the supply of the advertising Copy.

3.2 Provided You send Us the Copy by the deadline advised by the production department, which must also comply with our size and specification rules:

3.2.1 We will send You one proof of your Advert(s) for review;

3.2.2 Reasonable changes or alterations to your proof are free, however We reserve the right to charge for numerous modifications which We consider are excessive.

3.2.3 Modifications to any part of your Advert must be made in writing, before the Copy Close Date.

3.2.4 It is Your responsibility to seek out and respond to proofs of adverts supplied by Us. Failure to respond to proofs by the given deadline will be accepted as full approval of the content of the proof. No acceptance of error will be accepted if You fail to respond to proofs or respond after the notified deadline.

3.3 Failure to supply advertising Copy and/or finished adverts by the given deadline may result in the advert and/or listings not appearing in the Directory / Website or previous adverts being repeated. This will still warrant full

payment of all invoices in respect of such advertising.

3.4 After signing the Order form You must pay the deposit applicable to the payment method You have chosen. This deposit will only be refunded if the Order is cancelled within the terms of clause 5.

3.5 You must pay the amount We invoice You for, using the payment method as specified on the Order.

3.6 Failure to make any payment or pay any installment due under this Agreement or any other contract between Us within 30 days of the date it is due will result in:

3.6.1 Our being entitled to keep all payments already made, and

3.6.2 You being liable to pay Us all outstanding amounts immediately, and

3.6.3 Our having the right (without prejudice to Our other rights) to immediately terminate this Agreement or any other Order from You.

3.6.4 Interest at a rate of 2% per month being applied to all amounts unpaid

3.7 If You owe Us any sum of money, this amount may be deducted from any sum which We may owe You at any time under this Agreement or any other agreement We may have with You.

3.8 You shall indemnify Us, Our employees and agents against all claims, demands, expenses, proceedings, liabilities losses and or damages, arising from Your breach of clause 3.1.

4.) Our rights and responsibilities

4.1 We agree to publish the Advert within generally accepted directory policies and printing standards, We may make any changes to the Advert We deem necessary.

4.2 In the classified section of the Directory the Adverts will be placed in size Order, by date, according to who signed and paid their deposit first. The listings and A-Z Advertisers will be in alphabetical order. The placement of all Adverts will follow these conditions wherever possible, however We reserve the right to amend the Advert positions and layout at Our discretion.

4.3 We will endeavour to meet the requirements of all bookings. Requests regarding the precise positioning of adverts within a title, which has not been specifically paid for, may not be possible at the time of printing and We will not be held responsible for any un-met requests.

4.4 We can, at Our discretion, decide not to publish the Directory in print or on Our Website, and in such a case You will be entitled to a full refund of any money You have paid for an Advert which should have appeared in the Directory, You will not however be entitled to any other compensation or damages.

4.5 If You have not supplied any part of the Copy by the Copy Close Date, or if We consider the Advert is in breach of clause 3.1, We may decline to publish or display the whole or any part of the Advert.

4.6 If through circumstances that are beyond Our control, We will not be held liable for any disruption or delay in producing the Directory or distributing, or failing to perform Our duties under this Agreement.

4.7 We give no warranty as to the number of Directories that will be printed or distributed nor as to the locations where they will be distributed.

4.8 We do not give you any rights to be the only advertiser of particular goods or services.

4.9 We reserve the right to decline keywords that are also directory headings

5.) Cancellation

5.1 To cancel Your Order, in addition to any statutory rights You may have, You may cancel part or all of your Order by informing Us in writing at Our registered office. In which case the cancellation charges set out in this clause will apply.

5.1.1 All notices of cancellation must be received by Advertising Services Ltd in writing.

5.1.2 If possible please discuss your pending cancellation with your Sales Executive prior to putting it in writing.

5.2 Cancellation of Directory orders incur the following penalties:

5.2.1 Cancellations received within one calendar month of the Order date will be charged £100 plus VAT / TVA (where applicable) or the deposit already paid, whichever is the higher, this covers our administration costs.

5.2.2 Cancellations received after one calendar month of the Order date will be charged at £250 plus VAT / TVA (where applicable) or the deposit already paid, whichever is the higher, this covers our administration and production costs.

5.3 Cancellation of Website Advertising incur the following penalties:

5.3.1 Cancellations received within one calendar month of the Order date will be charged £100 plus Vat / TVA (where applicable) or the deposit already paid, whichever is the higher, this covers our administration costs.

5.3.2 Cancellations received after one calendar month of the Order date will be charged at £250 plus VAT / TVA (where applicable) or the deposit already paid, whichever is the higher, this covers our administration and production costs.

5.3.3 Failure to make any payment or pay any installment due under this Agreement or any other contract between Us within 60 days of the date of the Order will result in your Website Advertising being cancelled immediately and your position on our Website being lost.

5.4 Orders cannot be cancelled after the Copy Close Date, any cancellations after this date will be charged at the full amount.

6.) Our liability

6.1 Subject to clause 6.2, if there is an error in, or omission from the published Advert(s), which is Our fault, or if the Advert is not published within the printed Directory, You will be entitled to a credit to be used within other directories, of part or all the sum You have paid for the Advert, which will be a fair and reasonable amount considering the nature of the error.

6.2 No refund or credit will be due for any mistake that was apparent from a proof previously sent to You, unless You corrected the proof and informed Us in writing before the Copy Close Date.

6.3 Our only liability (if any) under this Agreement will be to provide a credit. No compensation will be provided. We will not be liable for any direct or indirect or consequential loss or damage including loss of business, revenue or profits or financial loss of any kind arising from any mistake in or material missing from the published Advert(s), or from not printing or publishing the Advert(s), even if resulting from Our negligence.

7.) Copyright

7.1 We retain Copyright in all artwork, Copy and other material, which We Our agents or employees have created or contributed to. You do not obtain any rights in any artwork created by Us and You will not be entitled to Use it in any other form or in any other media.

8.) Colour Adverts

8.1 We do not guarantee that the colour(s) in Your Advert(s) will match the colour(s) in any proof provided of Your Advert(s). This does not constitute an error and You will not be entitled to any refund or credit in respect of any such difference of colour(s).

9.) General

9.1 This Agreement sets out the entire agreement and understanding between You and Us and replaces any previous agreements, arrangements and understandings between us.

You are not entering into the Agreement or any part of the Agreements by relying upon any statements or warranties that are not set out in the Agreement.

9.2 Nothing in this Agreement creates a partnership or establishes a relationship of principal and agent or any other fiduciary relationship between the parties.

9.3 Neither of us will be affected by any delay or failure to exercise or any partial exercise of his rights under this Agreement unless he has signed an express written waiver or release.

9.4 If any provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that will not affect or impair:

9.4.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

9.4.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

9.5 Neither of us may assign all or any part of this Agreement.

9.6 Any notices or other communication given under this Agreement may be in writing and served:

9.6.1 By hand delivery to the recipient; or

9.6.2 By first class recorded delivery post addressed to the relevant party's address as specified in this agreement, or such other address as a party may have last notified to the other in writing; or

9.6.3 By fax to the following fax numbers, or such other fax numbers as a party may have last notified to the other in writing, together with a confirmatory copy sent by first class post: Fax No.: 00 44 (0) 17 61 45 15 79

9.7 Any notice given pursuant to clause 9.6. is deemed to have been served:

9.7.1 If delivered by hand, at the time of delivery;

9.7.2 If sent by post in the United Kingdom, 2 clear Business Days after the date of posting;

9.7.3 If sent by air mail post from outside the United Kingdom 7 Business Days after the date of posting;

9.7.4 If sent by fax, at the completion of transmission during Working Hours at its destination or, if not within Working Hours, at the opening of the next period of Working Hours, but subject to:

9.7.4.1 Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;

9.7.4.2 The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in a legible form; and

9.7.4.3 Dispatch of the notice by post in accordance with clause 9.6.2 on the same day as its transmission.

9.8 This Agreement is not intended to confer rights on third parties

9.9 This Agreement is to be governed by and construed in accordance with the laws of England. You submit to the non-exclusive jurisdiction of the English Courts.

We submit to the exclusive jurisdiction of the English Courts.