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TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these conditions, the definitions set out below shall apply.

Advertisement	The Advertisement that is the subject of the Advertising.
Advertiser	The firm or business or company who purchases the Advertising from the Company.
Advertising	The placing of an Advertisement in accordance with these conditions by the Company on behalf of the Advertiser in the Company's publication on the basis of an Advertising Order, which has been accepted by the Company.
Advertising Order	An order for advertising placed by the Advertiser either by telephone, fax, e-mail, post or in person.
Company	Solent Life.
Contract	Any contract between the Company and the Advertiser for Advertising.
Price	The price payable to the Company for Advertising as set out in the Company's rate card or as otherwise agreed and notified in writing by the Company.

2. APPLICATION OF TERMS AND ORDERING PROCESS

- 2.1 The following conditions are deemed to be incorporated into each and every Contract unless otherwise agreed in writing.
- 2.2 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all terms and Conditions (including any terms and conditions which the Advertiser purports to apply under any Advertising Order, Confirmation or order, specification or other document) and no terms or conditions endorsed on, delivered with or contained in the Advertising Order, confirmation or order, specification or other document shall form part of the Contract.
- 2.3 These conditions apply to all Advertising and any variation to these conditions and any representations about the Advertising shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Company. The Advertiser acknowledges that it has not relied on any statement, promise or representative made or given by or on behalf of the Company which is not set out in the Contract. Nothing in these conditions shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each Advertising Order shall be deemed to be an offer by the Advertiser to purchase the Advertising subject to these conditions.
- 2.5 No Advertising Order placed by the Advertiser shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company starts to provide the Advertising..
- 2.6 No Advertising Order shall be deemed to have been placed unless and until the Company and the Advertiser agree the issue in which the Advertisement shall be placed.

3 RENEWAL

Except as expressly set out in the Advertising Order, any renewal of the Advertising Order and acceptance of any additional Advertising Order will be at the Company's sole discretion. The rates applicable to such renewal period (if any) are subject to change by the Company from time to time in its absolute discretion.

4 THE COMPANY'S OBLIGATIONS

- 4.1 The Company will use reasonable care and skill in the provision of the Advertising in accordance with the Advertising Order.
- 4.2 The Company may include the Advertisers details on its website for the duration of the Advertising. However, for avoidance of doubt the Company shall not be obliged to do so.

5 ADVERTISERS RESPONSIBILITES

- 5.1 The Advertiser warrants and represents to the Company that:
 - 5.1.1 It has the right to publish all of the contents of the Advertisement, and can grant to the Company such right, and that such publication will not: (a) infringe any

- rights of any third party including, without limitation, intellectual property rights and rights of privacy, and/or (b) violate any applicable laws or regulations;
- 5.1.2 The advertisement does not contain anything that is defamatory, obscene, false or misleading.
- 5.1.3 It has complied with the Codes of Practice issued by the Committee of Advertising Practice in the UK or the Advertising Standards Authority as applicable and all other relevant industry codes of practice or Advertising regulations including, but not limited to, The British Codes of Advertising and Sales Promotion;
- 5.1.4 Unless the Advertiser is an 'authorised person' within the meaning of the Financial Services and Markets Act 2000 ('the Act'), it agrees that the Advertisement submitted pursuant to the Advertising Order either: (a) does not constitute an invitation or inducement to engage in investment activity within the meaning of the Act or (b) has been approved by an 'authorised person' within the meaning of the Act or is otherwise permitted under the Act and the Advertiser has expressly notified the Company in writing of this.
- 5.2 The Advertiser shall ensure that the terms of its Advertising Order are complete and accurate.
- 5.3 The Advertiser agrees to indemnify and keep indemnified the Company and hold the Company harmless against any and all expenses, damages, costs (including reasonable legal fees and costs) and losses of any kind incurred by the Company in connection with any claims actual or threatened, of any kind (including, without limitation, any claim or trade mark or copyright infringement, libel, defamation, breach of confidentiality, breach of any statutory or regulatory duty, false or misleading advertising or breach of any industry advertising codes of sales practices) arising from the Advertisement.
- 5.4 The Advertiser will provide all materials for the Advertisement in accordance with the Company's requirements as stated at the time that the Advertising Order is placed, or otherwise notified prior to publication of the Advertisement. The Company will not be required to publish any Advertisement that has not been received in accordance with such requirements and reserves the right to charge the Advertiser the advertising rate specified at the time of placing the Advertising Order whilst awaiting receipt of the advertising material.
- 5.5 The Advertiser shall not resell, assign or transfer any of its rights hereunder. Any attempt to assign or transfer or resell such rights will entitle the Company to terminate the Contract.
6. PRICE AND PAYMENT
- 6.1 The Price shall be in advance of the Advertising unless otherwise agreed.
- 6.2 Where the Price is paid in advance of the Advertising, the Company's invoice will be sent to the Advertiser as soon as possible following payment.
- 6.3 In the event that the Company agrees that the Price shall be paid after the Advertising, the Company's invoice will be sent to the Advertiser on or before the first working day of the month in which the Advertisement is published and shall become due and payable on the date of the invoice.

- 6.4 The Price is quoted exclusive of VAT.
- 6.5 The Company reserves the right to refuse to carry out the Advertising until the Advertiser has paid all outstanding invoices unless otherwise expressly agreed with the Company.
- 6.6 Payment must be made in pounds Sterling and only by cheque and/or cash.

7. POSITIONING AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Advertiser hereby grants to the Company worldwide, non-exclusive, fully paid licence to reproduce and display the Advertisement (including all contents, trade marks and brand features contained therein) in accordance with the Advertising Order and these conditions.
- 7.2 If the Company is instructed by the Advertiser to design the Advertisement on its behalf, the Company shall retain all the intellectual property rights in the Advertisement (same for the registered or unregistered trade marks belonging to the Advertiser) but shall grant the Advertiser a worldwide, non—exclusive licence to use the said intellectual property rights for the Advertising. It is acknowledged and agreed that the said licence only entitles the Advertiser to use the said intellectual property right for the Advertising and that any further and/or other use of these intellectual property rights by the Advertiser shall be subject to the parties agreeing suitable payment and other terms.
- 7.3 Except as otherwise expressly provided and agreed to by the Company in the Advertising Order, positioning of Advertisements within the Company’s publications is at the sole discretion of the Company and the Company will not be prohibited from also carrying Advertisements for any product or business competitive to the product or business of the Advertiser.
- 7.4 The Company does not warrant the date or dates of insertion of the Advertisement(s) and does not warrant that the Advertisement(s) will not be displayed after the end date specified. However, the Company will use reasonable efforts to comply with Advertisers wishes in these regards.

8. RIGHT TO REJECT ADVERTISING AND CANCELLATION

- 8.1 All contents of Advertisements are subject to the Company’s approval. The Company does not undertake to review of and/or approval by the Company will not be deemed to constitute an acceptance by the Company that such Advertisement is provided in accordance with these conditions nor will it constitute a waiver of the Company’s rights hereunder. The Company reserves the right at any time in its absolute discretion to:
 - 8.1.1 Reject or cancel any Advertisement or Advertising Order: and/or
 - 8.1.2 Remove any Advertisement from any of the Company’s publications.
- 8.2 Unless a rejection fee has been agreed in advance, the Advertiser shall have no right to cancel a Contract.
- 8.3 Once a Contract is concluded in accordance with these conditions, any subsequent cancellation by the Advertiser will result in the Advertiser being liable for the full Price as if the cancellation had not taken place, excluding such committed third party expenses as the Company is able to avoid liability for within its existing contractual commitments to its suppliers.

9. LIABILITY

- 9.1 If the Company fails to publish any Advertisement as provided in the Advertising Order) or in the event of any failure, technical or otherwise, of such Advertisement to appear as provided in the Advertising Order), the Company's liability will be limited (at the option of the Company) to either: (a) publishing the Advertisement (or replacement Advertisement if provided by the Advertiser) as soon as is reasonably practical in the period following the period during which the Advertisement was scheduled to run: or (b) refund to the Advertiser the cost of that individual Advertisement.
- 9.2 The remedies set out in condition 9.1 shall only be available to the Advertiser if the advertising material arrive within time limits specified in the Advertising Order and the Advertiser has complied fully with its obligations under these conditions.
- 9.3 In no event will the Company be responsible in Contract, tort, negligence or otherwise, for (a) loss of profits, business, contracts, revenues, goodwill, production and anticipated savings: and/or (b) any indirect, consequential, special or economic loss of any kind, arising from any failure to publish in a timely manner or at all any Advertisement in accordance with the Advertising Order.
- 9.4 Nothing in these conditions shall be deemed to exclude the Company's liability for death or personal injury caused by its negligence or nay other liability that cannot be excluded by law.

10. GENERAL

- 10.1 Each right or remedy of the Company under a Contract is without prejudice to any other right or remedy of the Company whether under a Contract or not and if any provision of a Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 10.2 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any its rights under a Contract and any waiver by the Company of any breach of, or any default under, any provision of a Contract by the Advertiser shall not be deemed a waiver of any subsequent breach or default and shall in no way effect the other terms of the Contract.
- 10.3 The parties to the Contract do not intend that any term of a Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it.
- 10.4 These conditions and all aspects of a Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

