

Reading Property Club: Terms and Conditions for Online Advertising

Publisher: Wizard Ideas of 18 Acorn Gardens, Burghfield Common, Reading RG7 3GN

1. Introduction

- 1.1 These terms are incorporated into each booking agreement entered into between the Publisher and the Advertiser whether or not the advertising booking form or any other document refers to them.
- 1.2 In this contract the following expressions have the following respective meanings unless the context otherwise requires:

"Publisher"	Wizard Ideas
"Advertiser"	the person or company identified on the Booking Confirmation Form.
"Insertion order"	advertising as specified in each Booking Confirmation Form.
"Website"	the website of Reading Property Club.

2. Terms of payment:

- 2.1 Payments for advertising are to be made upon booking by means of a secure Paypal account or by cash or cheque in return for which the Publisher will deliver an invoice.
- 2.2 Acceptance of advertising is subject to space availability upon receipt of signed contract or insertion order by the Publisher.
- 2.3 Receipt of a completed Order Mandate from Paypal or of payment will be considered as acceptance of terms of the Booking Confirmation and these terms & conditions..

3. Advertiser's Representations and Indemnity:

- 3.1 The Advertiser warrants and represents to the Publisher that:
 - 3.1.1 it has the right to publish the contents of the advertisement, without infringement of any rights of any third party including, without limitation, intellectual property rights;
 - 3.1.2 it has complied with the codes of practice issued by the Advertising Standards Authority in respect of electronic and on-line advertising and all other relevant industry codes of practice;
 - 3.1.3 it will be fully responsible for the terms (including, without limitation, product description, price and compliance with all applicable laws and regulations) of any contract for the sale of goods or services to customers who have seen the advert displayed by the Publisher.
- 3.2 The Advertiser agrees to indemnify the Publisher forthwith on demand and hold the Publisher harmless against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by the Publisher in connection with any claims, actual or threatened, of any kind (including, without limitation, breach of contract, any claim of trademark or copyright infringement, defamation, breach of confidentiality, false or misleading advertising or sales practices) arising from the advertisement and/or any material of the advertiser to which users can link through the advertisement and any other contract entered into for the purchase of the advertised goods or services.

4. Advertisement form and content

- 4.1 The Publisher reserves the right to re-design parts of or the entire website as detailed in the insertion order and to re-position advertising and sponsorship accordingly without prior notice.
- 4.2 Positioning of advertisements is at the sole discretion of the Publisher except where a request for a specific preferred position is acknowledged by the Publisher in writing. Material must be received by the agreed date, otherwise position may be lost, reduced or, in the case of directory listings or fixed position advertisements, the insertion term may be reduced.
- 4.3 The Publisher may create an advertisement on behalf of the Advertiser if material is not received by the Artwork Deadline specified in the Booking Confirmation Form.
- 4.4 The Advertiser must notify the Publisher as soon as is reasonable by either email or fax of any inaccuracy or changes that need to be made to any draft submitted for approval.

5. Cancellation Policy

Cancellation charges of 50% of the advertising contract amount will be due and payable to the Publisher by the Advertiser if a booking is cancelled by the Advertiser before the scheduled publication date.

6. Limitation of Liability

- 6.1 The Publisher will not be liable in contract or tort (including, without limitation, negligence) or for any representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these terms and conditions for any economic losses, any loss of goodwill or reputation; or any special or indirect or consequential losses.
- 6.2 In any case whether or not such losses were within the contemplation of either party at the date on which the event giving rise to the loss occurred, suffered or incurred by a party arising out of or in connection with the provisions of any matter under these terms and conditions. In particular, and without limitation, the Advertiser acknowledges that the Publisher will not be liable for such losses whether arising from a failure to publish an advertisement, or from the inaccuracy of any data contained in any advertisements (whether such inaccuracy arises from any action, or failure to act, of the Publisher, the advertiser or a third party).
- 6.3 Nothing in these terms and conditions shall exclude or limit the Publisher's liability for death or personal injury resulting from its negligence or that of its servants, agents or employees.
- 6.4 Subject to the above, the liability of the Publisher in contract or tort or for representations arising out of or in connection with these terms and conditions or the performance or observance of its obligations hereunder shall be limited to the amendment of any inaccurate data or in the event that the Publisher fails to electronically publish an advertisement, the Advertiser's sole remedy and the Publisher's entire liability to the Advertiser shall be limited at the Publisher's option to either a refund of the advertising fee or relevant portion thereof, or placement of the advertisement at a later time in a comparable position.
- 6.5 The Advertiser acknowledges that any website on which an advert is displayed is provided on an "as is" and "as available" basis without any representation or endorsement. The Publisher makes no warranties of any kind, whether express or implied, in relation to such website, including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade or that the website will meet any requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs or are fully functional, accurate, or reliable.

7. Miscellaneous

- 7.1 Nothing in these terms and conditions shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.
- 7.2 These terms and conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with them.