

Arundel.org.uk Advertising Terms and Conditions

The following terms and conditions ("Advertising Terms and Conditions") are deemed to be incorporated into each advertising insertion order ("Insertion Order") accepted by Arundel.org.uk:

1. Terms of Payment

1.1 The Advertiser (as defined in the Insertion Order) will be invoiced in a manner Arundel.org.uk considers to be appropriate to the campaign. The Advertiser must pay the invoiced amounts to Arundel.org.uk in pounds sterling within fourteen (14) days after the date of the invoice.

1.2 The Advertiser must pay at the rates prescribed by applicable law all amounts due under this Insertion Order. All amounts paid by the Advertiser after the due date will bear interest at the rate of one percent (1%) per month (or the highest rate permitted by law, if less) above the base lending rate of Arundel.org.uk's main bank, from the date when payment was due until the date of payment is received, whether before or after judgment. If the Advertiser fails to pay, the Advertiser will be responsible for all expenses (including reasonable legal fees) incurred by Arundel.org.uk in collecting the amounts due.

1.3 The Advertiser represents and warrants that it contracts with Arundel.org.uk as principal, and has the authority to do so, notwithstanding that the Advertiser may be acting as an advertising agency or media buyer or in some other representative capacity.

1.4 Where the Advertiser agrees to pay in instalments, unless agreed otherwise, the Advertiser must pay the agreed amount on the first (1st) of every month.

2. Positioning and Licence

2.1 The Advertiser hereby grants to Arundel.org.uk a world-wide, non-exclusive, fully paid licence to reproduce, use and display the advertisement and/or Advertiser materials (including all contents, trademarks and brand features contained therein) provided by the Advertiser in relation to the Insertion Order and these Advertising Terms and Conditions and to modify the same to fit the format and look-and-feel of and to integrate with the functionality of the relevant Arundel.org.uk property and/or Arundel.org.uk's technology. Features or works provided, promoted or hosted by Arundel.org.uk in relation to the Insertion Order (in relation to which Arundel.org.uk shall have "executive producer" rights), shall (with the exception of any Advertiser's materials) belong to Arundel.org.uk unless expressly assigned to the Advertiser in writing.

2.2 Except as otherwise expressly provided in the Insertion Order, positioning of advertisements within the Arundel.org.uk properties or on any page is at the sole discretion of Arundel.org.uk, and Arundel.org.uk will not be prohibited from also carrying advertisements for any product or business competitive to the product or business of the Advertiser.

2.3 Arundel.org.uk does not guarantee the times, dates or exact position of the advertisement(s), but Arundel.org.uk will use reasonable efforts to comply with the Advertiser's wishes. If a booked advertisement is not published at all, due to the fault of Arundel.org.uk, Arundel.org.uk will supply an alternative publication date. If you choose not to accept this alternative date, your original booking will be cancelled and Arundel.org.uk will refund to you the amount already paid for your cancelled booking, as your sole remedy.

2.4 The Advertiser grants to Arundel.org.uk the express right to refer to and reproduce throughout the world all or part of any Arundel.org.uk property or service containing all or part of any of the advertising materials supplied by the Advertiser to Arundel.org.uk on or in any promotional or advertising material or campaign promoting or advertising Arundel.org.uk (but not any promotional or advertising campaign paid for by Arundel.org.uk).

2.5 If the Advertiser wishes to request a change to positioning of advertisements, it must provide the relevant creatives and give prior written notice of at least 2 weeks before the end of a calendar month, such change to take place in the following calendar month. Failure to provide such prior notice will mean that the positions set out in the Insertion Order prevail. Any requested change to positioning of advertisements will be decided at Arundel.org.uk's sole discretion, subject to availability.

2.6 The Advertiser, if paying for a link to their own website, must place a link back to Arundel.org.uk on the 'Home' page of their own website.

3. Usage Statistics

The Advertiser acknowledges that usage statistics provided by Arundel.org.uk are the official, definitive measurements of Arundel.org.uk's performance on any delivery obligations provided in the Insertion Order.

4. Renewal

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

5. No Assignment or Resale of Ad Space

The parties may not resell, assign or transfer any of its rights hereunder, except to any of their Affiliates provided that such Affiliates are not competitors of the other party. Any other attempt to resell, assign or transfer such rights will entitle the other party to terminate this contract immediately, without liability on the part of the terminating party. "Affiliate" means in respect of a party its "holding company", its "subsidiary company" or a subsidiary company of its holding company, as those terms are defined in section 736 of the Companies Act 1985.

6. Limitation of Liability

6.1 If Arundel.org.uk fails to publish any advertisement in the Insertion Order, Arundel.org.uk's liability will be limited (at the option of Arundel.org.uk) to either: (a) as soon as reasonably practicable, publishing the advertisement (or a replacement advertisement if provided by the Advertiser) on positions agreed in the Insertion Order or in alternative positions agreed with Advertiser for such time as is necessary; or (b) refund to the Advertiser that proportion of the amounts already paid which relate to those advertisements which were not provided, and if the amounts were not paid by the Advertiser, agree that such amounts will not be due or payable. Arundel.org.uk will only provide a refund to the Advertiser under clause 6.1(b) if: (i) the creative arrived within the time limits specified in the Insertion Order; (ii) the creative performed in accordance with the relevant Arundel.org.uk technical specifications (at www.arundel.org.uk); and (iii) cancellations and changes to media schedules were notified within the timeframe set out in clause 2.5.

6.2 In no event will Arundel.org.uk be responsible in contract, tort, negligence or otherwise, for: (a) loss of profits, business, contracts, revenues, goodwill, production and anticipated savings; 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 Insertion Order. Arundel.org.uk shall not be liable for any features or works provided, promoted or hosted by Arundel.org.uk in relation to the Insertion Order which have been downloaded by a user.

6.3 Where the Advertiser uses a third party server to serve advertisements to Arundel.org.uk: (i) Arundel.org.uk will have no liability and the Advertiser will hold only the third party server (and not Arundel.org.uk) liable for the failure to publish any advertisement as provided in the Insertion Order or any other loss of any kind suffered by the Advertiser where those failures or losses are due to or arise out of or in connection with any act or omission of the third party server. Arundel.org.uk reserves the right to terminate at Arundel.org.uk's sole discretion the right of the third party server to serve the Advertiser's advertisements to Arundel.org.uk's network. In the event of such termination, Arundel.org.uk may serve the advertisements instead.

6.3 Without limiting the foregoing, Arundel.org.uk will have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of Arundel.org.uk affecting production or delivery in any manner.

6.4 Arundel.org.uk does not limit or exclude liability for death or personal injury caused by its negligence.

6.5 Each of the provisions of this clause 6 are to be construed separately and independently of the other, and if any provision of this clause

6 (or any other clause herein) is found by any court or other judicial body of competent jurisdiction to be invalid or nonenforceable, the invalidity or unenforceability of such provision will not affect the other provisions of this clause 6 (or any other clause herein) which will remain in full force and effect.

7. Advertisers Representations; Indemnification

7.1 The Advertiser warrants and represents to Arundel.org.uk that:

7.1.1 It has the right to publish and/or otherwise transmit all of the contents of the advertisements, and can grant to Arundel.org.uk such right, and that such publication will not, including in the jurisdiction in which it is published and/or transmitted: (a) infringe any rights of any third party including, without limitation, intellectual property rights and rights of privacy; and (b) violate any applicable law, regulation, contract or Arundel.org.uk policy. Furthermore, that it is solely responsible for the acquisition of all third party clearances, permissions and licences which are necessary in connection with the publication/transmission of the advertisements in the relevant jurisdiction, and for the payment of all applicable royalty fees and for all payments or royalties, if any, payable to any collecting society or under any collective bargaining agreement or otherwise.

7.1.2 The advertisements do not contain anything that is defamatory, obscene, false or misleading.

7.1.3 It has complied with all relevant advertising laws and codes of practice including (without limitation) those issued by the Committee of Advertising Practice in the UK or the Advertising Standards Authority for Ireland as applicable and all other relevant industry codes of practice.

7.1.4 Unless the Advertiser is an "authorised person" within the meaning of the Financial Services and Markets Act 2000 ("the Act"), you agree that the advertisement submitted pursuant to the Insertion 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 Arundel.org.uk in writing of this.

7.1.5 It does not collect or use personal information through its Advertisements on any Arundel.org.uk property without permission from the user. The Advertiser may not combine, co-mingle, compare or match any information that they legally collect via its Advertisements on any Arundel.org.uk property with any personal information, clickstream or cookie information that they may have.

7.2 The Advertiser agrees to indemnify and keep indemnified Arundel.org.uk and all relevant affiliate companies in the Arundel.org.uk group of companies of whom the ultimate parent company is Arundel.org.uk Inc. and hold such entities harmless against any and all expenses, damages costs (including reasonable legal fees and costs) and losses of any kind incurred as a result of any breach of the above warranties or otherwise in connection with any claims actual or threatened, of any kind (including, without limitation, any claim of trademark 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 or sales practices) arising from the advertisement and /or any material (of the Advertiser or otherwise) to which users can link through the advertisement.

8. Provision of Advertising Materials

The Advertiser will provide all materials for the advertisement (including GIF or JPEG files), in accordance with Arundel.org.uk's requirements, including as set out in the Insertion Order, including (without limitation) the manner of transmission to Arundel.org.uk, the lead-time prior to publication of the advertisement and such technical specifications as Arundel.org.uk may require from time to time. Arundel.org.uk will not be required to publish any advertisement that has not been received in accordance such requirements and reserves the right to charge the Advertiser, at the rate specified in the Insertion Order, for inventory held by Arundel.org.uk pending receipt of acceptable materials from the Advertiser which are past due.

9. Right to Reject Advertisement

All contents of advertisements are subject to Arundel.org.uk's approval. Arundel.org.uk does not undertake to review the contents of any advertisements and any such review of and/or approval by Arundel.org.uk will not be deemed to constitute an acceptance by Arundel.org.uk that such advertisement is provided in accordance with these Advertising Terms and Conditions nor will it constitute a waiver of Arundel.org.uk's rights hereunder. Arundel.org.uk reserves the right at any time in its absolute discretion to:

9.1 Reject or cancel any advertisement, Insertion Order, URL link, space reservation or position commitment; and/ or

9.2 Remove any advertisement from any of the Arundel.org.uk properties or any page.

10. Cancellations and Construction

10.1 The Advertiser cannot cancel the Insertion Order unless otherwise agreed with Arundel.org.uk in writing.

10.2 Where approved in writing between the parties, the parties agree to be bound by Insertion Orders entered into electronically (including via email and/or agreed digital signature software) and the parties waive any right to contest the validity of such Insertion Orders and related communications, which shall be admissible in court. The parties shall use appropriate security measures to guard against unauthorised access, alteration or destruction of such Insertion Orders and communications.

10.3 No conditions other than those set forth in the Insertion Order or these Advertising Terms and Conditions will be binding on Arundel.org.uk unless expressly agreed to in writing by an authorised representative of Arundel.org.uk.

10.4 In the event of any inconsistency between the Insertion Order and these Advertising Terms and Conditions, these Advertising Terms and Conditions will prevail.

11. Confidentiality and Public Announcements

11.1 The provisions of the Insertion Order and all communications passing between the Advertiser or any of its agents and Arundel.org.uk are confidential and must not be disclosed to any third party except: (a) by the Advertiser to its qualified accountants or legal advisers; (b) by Arundel.org.uk to its qualified accountants or legal advisers; or (c) as otherwise agreed by the parties in writing or as otherwise required by law.

11.2 If the parties have executed a non-disclosure agreement prior to the date of this Agreement ("Non-Disclosure Agreement"), then: (a) the Non-Disclosure Agreement is hereby incorporated into this Advertising Terms and Conditions by reference whether or not it is attached to the Insertion Order; and (b) each party must comply with its obligations in the Non-Disclosure Agreement.

11.3 The Advertiser and its agents are hereby put on notice that Arundel.org.uk and its Affiliates are particularly sensitive to public statements about the Arundel.org.uk web services, their contractual relationships and product plans, and improper or ill-timed statements are likely to have a detrimental effect on the business of Arundel.org.uk and its Affiliates and may contravene applicable law. Consequently, *the Advertiser and its agents must not, and must ensure that any person acting on its behalf does not, make any public announcement in respect of the Insertion Order or the relationship between the parties without prior written consent of Arundel.org.uk including without limitation any pre-announcement in respect of the display of advertising on any Arundel.org.uk property.* For the avoidance of doubt, the foregoing prohibition includes public announcements by any third party acting on behalf of the Advertiser and any communication that the Advertiser knows will or is likely to be made public. Any breach of this clause 11.3 by the Advertiser will be deemed to be a breach of confidentiality under clauses 11.1 and/or 11.2.

12. Miscellaneous

These Advertising Terms and Conditions, together with the Insertion Order (i) will be governed by and construed in accordance with, the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts; and (ii) constitute the complete and entire expression of the agreement between the parties, and supersede all other prior understandings, commitments, agreements and (unless made fraudulently) representations, whether written or oral between the parties. Clauses 6, 7, 11 and 12 will survive any expiry or termination of these Advertising Terms and Conditions. Arundel.org.uk's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any loss suffered by a Arundel.org.uk Affiliate as a result of a failure by the Advertiser or its Affiliates, representatives or sub-contractors to comply with its obligations under these Advertising Terms and Conditions shall be deemed to be suffered by Arundel.org.uk and for the purposes of any claim, Advertiser waives all objections to Arundel.org.uk bringing any claim where loss or damage has been suffered by a Arundel.org.uk Affiliate and not Arundel.org.uk. If an agency is signing the Insertion Order on behalf of the Advertiser, the agency is listed on the first page of the Insertion Order and it represents that it has the authority to bind the Advertiser to the Insertion Order and these Advertising Terms and Conditions and agrees to indemnify Arundel.org.uk for any breach of this representation and to pay on behalf of the Advertiser in accordance with clause 1.1 above. Save in respect of the entities referred to in clause 7.2 but notwithstanding any other provision in these Advertising Terms and Conditions, a person who is not a party to these Advertising Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these Advertising Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that Act. For the avoidance of doubt, any claim resulting from a loss on the part of any Arundel.org.uk Affiliate may be brought by the relevant Arundel.org.uk Affiliate notwithstanding the fact that it is not a party to the Advertising Terms and Conditions.