



Consultancy4 LLP

Advertising Terms and Conditions

Advertisers

The following terms and conditions ("Advertising Terms and Conditions") are deemed to apply to all advertisements accepted for display on the UKHMA website.

1. Terms of Payment

1.1 The Advertiser will be invoiced on acceptance. The Advertiser must pay the invoiced amounts to Consultancy4 LLP (C4) in pounds sterling within thirty (30) days after the date of the invoice.

1.2 The Advertiser must pay at the rates prescribed by applicable law all VAT on the amounts due. 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 C4'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 C4 in collecting the amounts due.

1.3 The Advertiser represents and warrants that it contracts with C4 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.

2. Positioning and Licence

2.1 The Advertiser hereby grants to C4 a world-wide, non-exclusive, fully paid licence to reproduce and display the advertisement (including all contents, trademarks and brand features contained therein) on the UKHMA website in accordance with these Advertising Terms and Conditions.

2.2 The positioning of advertisements within the UKHMA website is at the sole discretion of C4, and C4 will not be prohibited from also carrying advertisements for any product or business competitive to the product or business of the Advertiser.

3. Usage Statistics

The Advertiser acknowledges that C4 has not made any guarantees with respect to usage statistics, which include, without limitation, levels of impressions or click-throughs for any advertisement or for any position specified for each advertisement.

Consultancy4 LLP, Fletchwood House, Quayside Road, Bitterne Manor, Southampton, UK SO18 1DP
Tel: +44 (0) 870 444 1524 • Fax: +44 (0)23 8022 8029 • Email: admin@consultancy4.org
Registered in England, No.: OC 308488. Partners M Capon, M Caulkin, R Eastham
Registered Office: 9 St Michael's Close, Shalfleet IOW PO30 4PH

Any contract entered into with Consultancy4LLP is subject to our Standard Terms and Conditions which are available at www.consultancy4.org

4. Renewal

Any acceptance of any additional advertising order will be at C4's sole discretion. The rates applicable to such renewal are subject to change by C4 from time to time in its absolute discretion.

5. No Assignment or Resale of Advertising 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 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 C4 fails to publish any advertisement, C4's liability will be limited (at the option of C4) to either: (a) as soon as reasonably practicable, publishing the advertisement (or a replacement advertisement if provided by the Advertiser) or (b) refund to the Advertiser that proportion of the amounts already paid which relate to those advertisements and if the amounts were not paid by the Advertiser, agree that such amounts will not be due or payable. C4 will only provide a refund to the Advertiser under clause 6.1(b) if: (i) the creative arrived within the time limits specified (ii) the creative performed in accordance with C4's technical specifications.

6.2 In no event will C4 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.

6.3 Without limiting the foregoing, C4 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 C4 affecting production or delivery in any manner.

6.4 C4 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 unenforceable, 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.

Consultancy4 LLP, Fletchwood House, Quayside Road, Bitterne Manor, Southampton, UK SO18 1DP
Tel: +44 (0) 870 444 1524 • Fax: +44 (0)23 8022 8029 • Email: admin@consultancy4.org
Registered in England, No.: OC 308488. Partners M Capon, M Caulkin, R Eastham
Registered Office: 9 St Michael's Close, Shalfleet IOW PO30 4PH

Any contract entered into with Consultancy4LLP is subject to our Standard Terms and Conditions which are available at www.consultancy4.org

7. Advertisers Representations; Indemnification

7.1 The Advertiser warrants and represents to C4 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 C4 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 (b) violate any applicable law or regulation. 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, 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 the codes of practice 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 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 C4 in writing of this.

7.1.5 It does not collect or use personal information through its Advertisements on any C4 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 C4 property with any personal information, clickstream or cookie information that they may have.

7.2 The Advertiser agrees to indemnify and keep indemnified C4 and hold C4 harmless against any and all expenses, damages costs (including reasonable legal fees and costs) and losses of any kind incurred by C4 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 C4's requirements, including (without limitation) the manner of transmission to C4, the lead-time prior to publication of the advertisement and such

Consultancy4 LLP, Fletchwood House, Quayside Road, Bitterne Manor, Southampton, UK SO18 1DP

Tel: +44 (0) 870 444 1524 • Fax: +44 (0)23 8022 8029 • Email: admin@consultancy4.org

Registered in England, No.: OC 308488. Partners M Capon, M Caulkin, R Eastham

Registered Office: 9 St Michael's Close, Shalfleet IOW PO30 4PH

Any contract entered into with Consultancy4LLP is subject to our Standard Terms and Conditions which are available at www.consultancy4.org

technical specifications as C4 may require from time to time. C4 will not be required to publish any advertisement that has not been received in accordance such requirements.

9. Right to Reject Advertisement

All contents of advertisements are subject to C4's approval. C4 does not undertake to review the contents of any advertisements and any such review of and/or approval by C4 will not be deemed to constitute an acceptance by C4 that such advertisement is provided in accordance with these Advertising Terms and Conditions nor will it constitute a waiver of C4's rights hereunder. C4 reserves the right at any time in its absolute discretion to:

9.1 Reject or cancel any advertisement or URL link.

9.2 Remove any advertisement from the UKHMA website.

10. Cancellations and Construction

No conditions other than those set forth in these Advertising Terms and Conditions will be binding on C4 unless expressly agreed to in writing by an authorised representative of C4.

11. Miscellaneous

These Advertising Terms and Conditions, (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 and 12 will survive any expiry or termination of these Advertising Terms and Conditions. C4's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

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.

C4 is a trading name of Consultancy4 LLP

Consultancy4 LLP, Fletchwood House, Quayside Road, Bitterne Manor, Southampton, UK SO18 1DP
Tel: +44 (0) 870 444 1524 • Fax: +44 (0)23 8022 8029 • Email: admin@consultancy4.org
Registered in England, No.: OC 308488. Partners M Capon, M Caulkin, R Eastham
Registered Office: 9 St Michael's Close, Shalfleet IOW PO30 4PH

Any contract entered into with Consultancy4LLP is subject to our Standard Terms and Conditions which are available at www.consultancy4.org