

Terms & Conditions from CM&C Ltd for Advertisers and Subscribers

General

1. All online Advertisements and Subscriptions accepted for publication by Venuhub.com (VH) are accepted subject to these terms and conditions. Any other conditions proposed by the Buyer shall be void unless accepted by VH in writing.

2. In these conditions:

Advertiser means the person whose goods or services are advertised.

Advertisement means online advertising.

Buyer means the person placing the order for the display of the Advertisement or Subscription.

Medium means the online website taking the booking.

VH Site means the Venuhub website on which the Advertisement or Subscription is placed.

3. All Advertisements are accepted subject to space being available in the Medium.

4. VH reserves the right to cancel any order without liability in the event of becoming aware of any meetings of creditors, bankruptcy, liquidation proceedings, the appointment of a receiver or administrative receiver over the whole or substantial part of the Buyer's assets, or any indication whatsoever of financial difficulties.

5. On receipt of the Buyer's signed order at VH, the Buyer has a seven-day "cooling off" period after which time the order cannot be cancelled.

6. These conditions and all other express terms of the contract between VH and the Buyer shall be governed and construed in accordance with the Laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Buyer to contract as Principal

7. The Buyer warrants that the Buyer contracts with VH as principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with VH.

Delivery and Ownership of materials

8. Copy must conform to VH's requirements and VH reserves the right to charge for any extra work involved in amending the copy of the Advertisement to conform to its requirements.

9. Any intellectual property rights in designs prepared by VH shall remain the property of VH and Advertisements including such designs may not be reproduced without VH's consent.

Booking procedures

10. If an Advertisement includes a promotion, competition or a special offer of merchandise the Advertiser must provide full details to VH on request.

Prices and Payment terms

11. Prices published by VH from time to time are subject to revision at any time and orders are accepted on the condition that the price binds VH only in respect of the period specified in the applicable rate card.

12. Series discounts apply only to orders placed in advance and completed within the agreed period. VH reserves the right to adjust advance discounts and/or to surcharge in the event of a series of Advertisements not being completed within that period.

If the Buyer cancels the balance of a contract to publish a series of Advertisements it relinquishes any series discount and all Advertisements will be paid for at the appropriate rate.

If the Buyer changes its company name, or name of venue or assumes a different trading name, or transfers its trading of the same venue to another trading name, the balance outstanding on any instalment plan becomes immediately due from the venue with surcharges applicable (clause 14, para 2 refers).

Revised invoices will be submitted by CM&C Ltd for immediate payment.

13. Prices are exclusive of applicable Value Added Tax which the Buyer shall additionally be liable to pay to VH.

14. Credit accounts must be settled in accordance with the terms shown on the invoice, which are strictly net. In default, all outstanding transactions will become liable for immediate settlement. Interest will be charged monthly on overdue accounts, after three months, at the rate of 3% above LloydsTSB minimum lending rate.

In addition, a surcharge after 60 days will be invoiced to those accounts that have purchased an advertisement or subscription package at a special or reduced price that will revert to the applicable published rate and will be surcharged accordingly.

Limitations on VH's Liability

15. Except to the extent specified in paragraph 16 below, VH shall not be liable for any loss or damage suffered by the Buyer as a result of any total or partial failure (howsoever caused) of availability of any Medium in which any Advertisement is scheduled to be included or for any error, misprint or omission in the printing of any Advertisement.

In the event of a printing error or omission, which detracts materially from the Advertisement, VH will either reinsert the Advertisement or relevant part of the Advertisement on a subsequent date or make a reasonable refund of or adjustment to the price paid by the Buyer. No reinsertion, refund or adjustment will be made for any other error or omission.

16. The total liability of VH to the Buyer for any act or omission of VH, its servants or agents relating to any Advertisement shall not exceed the amount of a full refund of any price paid to VH for the Advertisement or the cost of a reasonably comparable further or corrective Advertisement.

Without limiting the foregoing, VH shall not be liable for any loss of profits or business or for indirect or consequential loss. VH accepts no liability for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error occurs.

17. VH accepts no responsibility for the quality of reproduction of any photograph supplied by the Buyer, its agents or servants.

Cancellation or suspension

18. Cancellation or suspension of an Advertisement by the Buyer must be received in writing by VH within the period specified by the appropriate Medium.

Periods for acceptance of cancellation or suspension vary in accordance with differing production requirements.

19. VH reserves the right to omit or suspend an Advertisement at any time for good reason, without liability to the Buyer and shall notify the Buyer as soon as possible. If such omission or suspension is due to the act or default of the Buyer, the Advertiser or their respective servants or agents, then the Buyer shall pay for the Advertisement in full notwithstanding that the Advertisement has not been published.

Buyer's Warranties and Indemnities

20. The Buyer warrants that the Advertisement does not contravene the British Code of Advertising Practice and is not in breach of any relevant legislation, including the

Race Relations Act 1976, the *Sex Discrimination Act 1976* (both as amended), the *Disability Discrimination Act 1995*, the *Employment Equality (Age) Regulations 2006* and the *Obscene Publications Act* and also including any legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific Advertisers, products or services.

21. If any Advertisement submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, the Buyer warrants that the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.

22. The Buyer will indemnify and hold harmless VH from and against any claim that the Advertisement infringes the copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person.

VH reserves the right to withdraw and/or refuse to publish an Advertisement without liability to the Buyer if it reasonably believes that the Advertisement may make VH or the Advertiser liable to any complaint, claim or proceedings.

23. The Buyer is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates and will indemnify and hold VH harmless accordingly.

Delivery of material

24. The Buyer must deliver complete creative content to VH at least two working days before 9:00 am on the go-live date in a format which complies with VH requirements for such content.

To cancel or alter an order the Buyer must inform VH by e-mail or fax to the number or address on the order, at least two working days before 9:00 am on the go-live date otherwise, VH may not be able to achieve the specified go-live date but the Buyer must pay the full amount irrespective of whether any delivery target for impressions has been met.

25. If an Advertisement links to another site, the Buyer is responsible for maintaining the link and for the content of the linked site. VH may remove any Advertisement which contains content or links to a site which, in VH's opinion, is defamatory or objectionable or will bring VH into disrepute.

The Buyer will indemnify VH from and against any claims or liability arising from links contained in an Advertisement.

26. Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant VH Site.

Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any VH Site or enables the Buyer or any third party to serve such users with any advertising other than the Advertisement.

27. If an Advertisement is supplied which does not comply with these terms and conditions or VH receives complaints regarding an Advertisement, VH may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer.

These terms and conditions were last updated on March 20th 2011. We reserve the right, at any time, to modify the site and/or the terms and conditions without prior notice. We recommend that you check the terms and conditions periodically to see if there have been any modifications. Modifications will become effective immediately upon being posted on the site. Your continued use of the site after modifications are posted will be considered an acceptance of the modified terms and conditions.