

Ri5.co.uk Terms & Conditions

In these conditions, (1) "the Publisher" means the publisher of the website including any email sent to any of its databases for which no charge is made to its recipient and which is published, whether regularly or occasionally, as part of, or in association with, the website in or with which the advertisement is to appear or has appeared;

(2) "the Buyer" means the person placing with the Publisher the order for the banner advertising or email alerts, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein ("the Advertiser") or the Advertiser's advertising agency or media buyer; (3) the "rate card" means the Publisher's rate card in effect for the time being; (4) an 'advertisement' means any email sent on behalf of the Buyer or banner advertisement on the website or within any newsletter email sent from the website.

2. The Buyer warrants that:

(a) in relation to an advertisement the Buyer contracts with the Publisher as a 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;

(b) the reproduction and/or publication of the advertisement by the Publisher as originally submitted or as amended pursuant to condition 3 will not breach any contract or infringe or violate any copyright, trade mark or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever;

(c) any information supplied in connection with the advertisement is accurate, complete and true:

(d) in respect of any advertisement submitted for publication which contains the name or pictorial representation (photograph 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 identified the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;

(e) all advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.

3. (i) The copyright for all purposes in all artwork, copy and other material which the Publisher or his employees have originated or reworked shall vest in the Publisher.

(ii) The Publisher is hereby authorised to record, reproduce, publish, distribute and broadcast (or to permit the same) all advertisements (including but not limited to text, artwork and photographs) and to include and make them available in any information service, electronic or otherwise.

4. The Publisher may, without derogation from the warranties contained in condition 2, refuse or require to be amended any artwork, materials and copy for or relating to an advertisement so as (i) to comply with the legal or moral obligations placed on the Publisher or the Buyer or the Advertiser; or

(ii) to avoid infringing a third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority or the production and quality specifications stipulated or referred to in the rate card.

5. The Publisher has the right at its discretion to decline to publish, or to omit, suspend or change the position of any advertisement otherwise accepted for insertion.

6. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.

7. Where the Buyer is the Advertiser's advertising agency, or media buyer, the Buyer warrants that it is authorised by the Advertiser to place the advertisement with the Publisher and the Buyer will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from the publication thereof.

8. The Publisher shall not be bound by a stop order or cancellation or transfer of the advertisement unless it meets the requirements specified within point 18, and any such instruction otherwise than prior to the deadline therefore shall not (even though it be followed by the Publisher) affect the Buyer's

liability for payment for the advertisement. The Publisher may treat as a cancellation after the deadline the fact that the Buyer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is otherwise in breach of any of these conditions.

9. Payment in respect of the advertisement (including any associated production or late-copy charges) shall be in the amount specified in the rate card and is due in advance of publication.

10. It is the Publisher's practice to provide an invoice at the time of agreement of any contract period and payment must be received in full for the entire contract period prior to any advertising being published or no later than thirty days of invoice date. Liability for payment arises from publication of the insertion/advertisement. Further, all items on the statement are deemed to be payable; any errors or omissions must be communicated to the Publisher in time to be rectified before payment becomes due. Payment for the advertisement shall be made as aforesaid whether or not the Buyer shall have provided the Publisher with an order number at the time the advertisement was booked.

11. The Buyer agrees to pay the Publisher in respect of each advertisement for which payment is not made by the due time: (a) the sum of £25.00 as an administration charge and (b) interest on the amount paid late at the rate of 4% above the base rate of Barclays Bank PLC accruing from day to day (including the day on which payment was due) both before and after judgement.

12. It is the responsibility of the Buyer to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to condition 6, the Publisher assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless notified immediately the error occurs. Any other matter of complaint, claim or query (whether in relation to the advertisement or the invoice) must be raised with the Publisher in writing within seven days following (as the case may be) publication of the advertisement or of the date on which it is claimed the advertisement should have appeared. Without prejudice to the Publisher's entitlement to be paid for the advertisement as published

(i) In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed a) the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which liability arose, or b) the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which liability arose.

(ii) Any complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Publisher's charges for that and all other advertisements. The Buyer shall not be entitled to withhold payments by reason of any alleged minor defect.

13. The Buyer will indemnify the Publisher and keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law given by or applying to the Buyer so far as the law allows.

14. The placing of an order for the insertion of an advertisement shall amount to an acceptance of these conditions and shall govern such contract to the exclusion of any other terms and conditions, subject to which any order for the insertion of an advertisement is made or purported to be made by the Buyer. No variation of these Terms and Conditions shall be binding.

15. No waiver or indulgence by the Publisher shall be effective save in relation to the matter in respect of which it was specifically given.

16. These conditions shall apply to each contract for the insertion of an advertisement together with such additional matters (if any) as may be set out elsewhere in the Publisher's rate card. Telephone and verbal reservations for advertising shall be treated in all respects as written orders, and all conditions including those relating to cancellation periods will apply as though the orders were in writing at the time of the verbal order.

17. The contract shall be construed under and governed by the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

18. Annual contracts are non-cancellable once an order has been made in accordance with point 16. An amendment of the date of a booked email alert must be made at least five working days prior to the scheduled booked date in order to be able to move the alert, otherwise the email alert date will not be able to be moved and will count as one of the advertisers emails from their contract.