

TERMS OF ADVERTISING

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

'Us'/'We'/'Our' means Skyline Promotions Ltd

'You'/'Your' means any person placing an advertising order with us. For the avoidance of doubt You enter into an agreement with Us as principal notwithstanding that You may be acting directly or indirectly for a third party in any representative capacity.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, fax or other means.

1.3 Clause headings shall not affect the interpretation of this agreement.

2. Application

All advertising orders are subject to these Terms and Conditions to the exclusion of any other proposed conditions, unless agreed otherwise in writing by Us.

3. Acceptance of advertising orders

We reserve the right to refuse to publish advertisements for any reason and at our sole discretion. We are under no obligation to explain Our reasons to You.

Advertising is by its nature speculative and We do not guarantee any level of performance or response to advertising published by Us.

4. Your obligations

It is Your sole responsibility to ensure that any advertisements You submit for publication:

- comply with all relevant advertising codes issued by the Advertising Standards Authority and any other relevant legislation
- are correct and are provided to Us in an appropriate format and quality
- will not breach any contract with a third party or infringe any copyright, trade mark or other proprietary right of any third party or otherwise be unlawful

You agree to indemnify Us against any proceedings, claims, demands, costs or expenses or any other loss whatsoever which may arise due to Your breach of this clause.

5. Delay or non-publication

In the event that Your advertisement order is accepted by Us then We shall use reasonable endeavours to ensure it is published promptly but time shall not be of the essence and in the event that there is delay or non-publication due to any act or omission by You then We reserve the right to charge in full notwithstanding any such delay or non-publication.

In the event that it appears that You have breached any of the obligations under clause 4 We reserve the right to suspend publication and shall not be liable for any losses incurred by You as a result. We reserve the right to charge in full notwithstanding any such suspension of publication.

6. Prices and payment

We reserve the right to increase advertisement rates at any time or to amend the terms of contract. In such cases We shall notify You of the same and You may cancel the balance of the contract without surcharge.

Our payment terms are strictly 14 days and in the event of late or non-payment We reserve the right to:

- suspend further publication of the relevant campaign and/or refuse to accept new advertising orders
- charge interest on outstanding sums at a rate of 8% per annum
- claim our costs of debt collection from You on an indemnity basis

7. Cancellation

You may cancel your advertisement at any time on giving two weeks' notice. In the event of early cancellation You will be charged the balance of the contract term notwithstanding there has been no publication.

8. Amendments to advertisements

In the event that You are late in supplying new copy We cannot guarantee publication and may publish existing copy provided by You.

In the event of amendments to copy previously submitted We reserve the right to charge for any additional expense involved in such amendments or in the event of late submission to refuse to make such amendments and We will not be liable for any losses arising where the amendments were not sent in time.

9. Data protection

Both You and We will at all times comply with relevant data protection legislation, including the GDPR.

Whilst We will use reasonable endeavours to forward to You any responses that We receive to advertisements from individuals wishing to contact You regarding the Advertisement (subject to receiving the requisite consents from those individuals), We accept no liability in respect of any loss or damage that arises as a result of any delay or omission in forwarding such responses. For these purposes both You and We are joint controllers of the personal data and You shall indemnify Us against any breach by You in Your processing of the data.

You may only use the personal data for the purposes of responding to the individuals and for no other purpose unless You have notified Us in advance and We have sought appropriate consents from individuals at the point of collection of the personal data.

Whenever any content provided by You includes a link to third party content and that third party content triggers the use of any cookies or any other tracking device You will be fully responsible for ensuring that the use of those cookies complies with data protection legislation.

10. Applicable law and jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.