

Advertising Terms and Conditions

The website SkillXchange.co.uk is owned and operated by Skillxchange Ltd("the publisher") .

Orders for insertion of advertisements on SkillXchange.co.uk are accepted subject to the following conditions. For the avoidance of doubt, the words "published" or "publication" shall mean the advertisement in carried (published)on any website(s) owned and produced by the publisher.

1 Placing an Order

The placing of an order constitutes a warranty from the advertiser and/or advertising agency to the publisher:

- i) That the advertisement is legal, decent, honest and truthful, complying with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with the requirements of current legislation; and
- ii) That the advertisement is not defamatory and does not infringe the copyright, moral rights or any other rights of any third party.

2 Hyperlinks and Meta data

Advertisements appearing on the publishers' website(s) may contain only hyperlinks or Meta data linking to or publicising the advertiser's own website. No hyperlinks or Meta data may be included in any advertisements save with the express prior permission of the publisher, the company concerned and/or the copyright owner.

3 Costs, Claims, Damages and Charges

The advertiser and/or advertising agency agrees to indemnify the publisher in respect of all costs, claims, damages, or other charges arising directly or indirectly as a result of the publication of the advertisement(s).

4 Neither Publication nor Date Guaranteed

While every endeavour will be made to meet the wishes of advertisers, the publisher does not guarantee the publication of any particular advertisement or its publication on any particular date. The publisher does not accept any liability for not publishing an advertisement or for not publishing the advertisement on or by a specific date.

5 Errors, Misprint or Omission

In the event of any error, misprint or omission in the publication of an advertisement or part of an advertisement (however caused) the publisher will either re-publish the advertisement or relevant part of the advertisement as the case may be or make a reasonable refund of or adjustment to the cost. No republication, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement. 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
- (b) The cost of a further or corrective advertisement of a type and standard reasonable comparable to that in connection with which liability arose.

It is the responsibility of the advertiser/advertising agency to check the first appearance of any series of advertisements and notify the publisher immediately of any errors. The publisher assumes no responsibility for the repetition of errors unless notified by the advertiser. Save as set out above, the publisher accepts no liability in respect of any loss or damage occasioned directly or indirectly as a result of publication of any advertisement or any loss or damage occasioned directly or indirectly by any total or partial failure (however caused) of publication of any advertisement or of any title or Website in which any advertisement is scheduled to appear.

6 No liability for loss, damage, acts of god or government, riots, strikes,etc. Without prejudice to the foregoing, the publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward replies to box numbers to the advertiser (however caused). The advertiser hereby authorises the publisher to return to its originator or destroy any communication which, in the reasonable opinion of the publisher, should not be delivered to the advertiser. Without limiting the foregoing, the publisher 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 the publisher affecting production or delivery in any manner.

7 Right to refuse or reject advertisements

The publisher reserves the right to refuse or reject any advertisement or if the advertisement has already been accepted to cancel the order at any time by giving reasonable notice before the next insertion. Where an advertisement is refused or rejected and where payment has already been taken the publisher will issue a full refund inside 30 days. Where an advertisement is cancelled by the publisher, the advertiser/ advertising agency shall not be liable for payment of the difference (if any) between the rates for the series specified in the order and the usual price for the series of insertions which has appeared when the order is stopped.

8 Right to request alterations

The publisher reserves the right to require any alteration it considers necessary or desirable in any advertisement. The

cost of these alterations must be met entirely by the advertiser or by the advertisers' agency.

9 Right to cancel without penalty

An advertising agency may cancel any unexpired part of an order without penalty in the event of the death or failure of its client.

10 Copyright

The copyright for all purposes in all artwork, copy and other material which the publisher or his employees have originated, contributed to or reworked shall vest in the publisher.

11 Permissions, authorities and consents

The placing of an order by an advertiser, or an advertising agency on behalf of a client, constitutes an assurance that all necessary permissions, authorities and consents have been secured in respect of the use in the advertisement(s) including:

- (a) Pictorial or other representations of (or purporting to be of) living persons
- (b) References to any words attributed to living persons
- (c) Any material where the copyright or IP rights are vested in another party.

12 Insurance

Any material submitted by the advertiser is held by the publisher at the advertiser's risk and should be insured by the advertiser against loss or damage from whatever cause.

13 Ad Destruction

The publisher reserves the right to destroy without notice all such property after the date of its last appearance unless the advertiser has given instructions to the contrary.

14 Cancellations

In cases where the advertisement has been placed by the advertiser or advertisers' agency the advertiser has the right to cancel their order at any stage prior to the advertisement being carried. In cases where the advertisement has been placed by the publisher on behalf of the advertiser, the publisher will require 5 clear working days' notice of cancellation of any order or unexpired part of an order. All cancellations must be notified in writing. Verbal notification of cancellation must be confirmed in writing within 24 hours otherwise the cancellation will not be accepted. Orders cannot be cancelled once the publisher has commenced to carry out the order in accordance with the first publication date requested by the advertiser; although advertisements can be withdrawn from the site(s) at any time upon the advertisers' request or a justified complaint. 15 Refunds

Where the appropriate cancellation notice is received prior to the advertisement being displayed a full refund will be paid, less a small handling charge. Current handling and administration charges are published on the site's rate card and may be varied by the publisher from time to time and without notification. In cases where a cancellation notice is received after the commencement of the advertising campaign or where the advertisement has been withdrawn because of a justified complaint, and where the advertising period is longer than one month, the publisher may at their own discretion refund all or part of the remaining credit balance.

16 Rates

The rate payable for transmission of any advertisement shall be in accordance with the Publisher's current rates as set out on our rate card, or as otherwise agreed with the Publisher.

17 Durations

Unless otherwise agreed the duration an advertisement appears on the site will be 31 days from the date the advertisement first appears, or multiples of 31 days where the advertising period is longer. A 3 month campaign will thus run for 93 days (3 x 31) and a six month campaign for 186 days (6 x 31).

18 Position, Impressions and CTR

While every effort will be made to maximise the exposure given to all our advertisers, unless otherwise agreed no guarantees are offered for the number of times an advertisement will appear on the site, the pages the advertisement will appear on, or for the advertisement's click through rate (CTR).

19 Payment

Unless credit terms have been agreed, payment must be received in full prior to the advertisements publication. Payment may be made by personal or company credit card, debt card, via the advertisers' PayPal account, or by personal or company cheque. If paying by cheque the advertiser must allow 5 clear working days after acknowledge of acceptance for the cheque to clear and prior to the advertisement being carried. Cheques should be nonnegotiable and made payable to Skillxchange. Unless otherwise stated all payments should be in Pounds Sterling. Unless otherwise agreed all payments must be drawable against a UK bank.

20 Credit Terms

When credit is allowed, payment terms are subject to the following rules:

- (i) The due date for payment is the last day of the month after the month in which the advertisement appeared provided that invoices or other proof of insertion have if required, been dispatched not later than the 10th of the month following the month of insertion.
- (ii) When the sum owing has not been dispatched to the publisher by the last day of the month following insertion, a surcharge of 4% will be applied on the gross rate.
- (iii) When the sum owing has not been dispatched by one further month after (ii) above, a further surcharge of 3% will be added, making the rate of surcharge 7%.
- (iv) The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.

21 Disclosure

The publisher will at all times abide by the publishers' Privacy Policy and by requirements of the Data Protection Act, but also reserves the right to disclose the name and address of advertisers and/or agencies to the police, trading standards officials, or any other relevant authority and, where the publisher in its sole discretion deems it reasonable, to other third parties. The publisher reserves the right to retain for our own marketing purposes the advertisement and the company name of the advertisers and may publish these details on the website(s). In these circumstances personal names and addresses will not be included. The publisher may however publish testimonials where the advertisers name is included; although these will only be published with the advertisers' full consent in writing.

22 Acceptance of Orders

Advertising orders are issued by an advertising agency as a principal and must be on the agency's official form. When copy instructions not constituting an official order are issues, they shall be clearly marked "Copy instruction - not an order". The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated on an agency's or advertiser's order form or elsewhere by an agency or an advertiser shall be void insofar as they are in conflict with them.

23 No Assignment or Resale of Ad Space

Neither the advertiser nor the advertisers' agency may resell, assign or transfer any of its rights, 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 publisher to terminate this contract immediately, without liability on the part of the terminating party. For the avoidance of doubt, the term "Affiliate" means in respect of an advertiser or agency 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.

24 Third Party Servers

Where the advertiser or their agency uses a third party server to serve advertisements to the publisher's site(s), the publisher will have no liability and the advertiser will hold only the third party server (and not the publisher) liable for the failure to publish any advertisement or deliver the number of impressions or click through as provided in their order to the third party. Similarly the publisher will have no liability for 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.

25 Termination of connection to Third Party Servers

The publisher reserves the right to terminate at our sole discretion a connection with any third party server including removing the right of that party to serve the advertiser's advertisements to the publishers' site(s). In the event of such termination, the publisher may at their sole discretion offer to serve some or all of these advertisements themselves.

26 Legal Basis

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

27 Date and Issuer

Date issued: 1/11/07

Issued by: SkillXchange Ltd

Registered offices: 14 Pemberton Avenue Burry Port Carm. SA16 0AG

Company number:

Contact: David Peek

Email: info@skillxchange.co.uk