

JMT Ventures Limited Advertising Terms & Conditions (“Terms”)

1. The words below shall mean the following; “Advertisement” shall mean any advertisement appearing on a JMT Ventures Website placed by the Advertiser; “the Advertiser” shall mean jointly and severally the advertiser and/or his agent; “Invoice” shall mean the invoice setting out the costs of the Advertisement and terms for payment; “JMT Network” shall mean JMT Ventures network of web sites; “the Publisher” shall mean JMT Ventures Ltd; “Rate Card” shall mean the advertising rates and technical requirements available on request from the Publisher and at <http://www.JMTVentures.com>; “Terms” shall mean these Terms and Conditions.
2. Advertisements and their contents are subject to the Publisher’s approval.
3. There shall be no contract between the parties until the Publisher has received from the Advertiser a copy of these Terms signed by an authorized officer save that the Advertiser’s submission to the Publisher of the Advertisement or any artwork or materials connected therewith (“Artwork”) shall be deemed acceptance of these Terms and the Invoice.
4. The Publisher may position Advertisements in the JMT Network at its discretion and reserves the right to cancel or amend Advertisements, space reservations and position commitments at any time save where otherwise agreed in writing by the Publisher. Such cancellations or amendments will be notified to the Advertiser where reasonably practical to do so.
5. The Advertiser warrants that the Advertisement will comply with the relevant laws and codes of practice and similar regulations which govern the product or service depicted in the Advertisement in the United Kingdom including without limitation the British Code of Advertising, Sales Promotion and Direct Marketing, as updated from time to time, and that the Advertiser is fully licensed to conduct its business as appropriate in the territory where it operates, and further that the Advertisement does not contain any matter that is illegal, defamatory or infringes the rights of any third party and hereby fully indemnifies and holds the Publisher harmless against any claim made against the Publisher in respect of or arising from the Advertisement. In respect of any gambling advertisement in the JMT Network, the Advertiser further warrants that it is properly licensed to conduct its gambling activities and able to advertise in the United Kingdom and will produce such license for the Publisher on demand.
6. The Publisher shall not be liable to the Advertiser or any third party for damages and/or costs from any amendment, error (including errors in the handling or publishing of the Advertisement), late publication or non-publication arising from any cause whatsoever. Where there is non-publication due to an act or omission of the Publisher the Advertisement will be carried over to the next available issue of the JMT Network.
7. Advertising space reserved by the Advertiser must be paid in full in the event that the Advertisement is not published due to any act or omission of the Advertiser.
8. The Advertisement must be delivered to the Publisher in accordance with the terms and technical requirements as set out on the Rate Card. Publisher shall not be liable for any errors in the Artwork.
9. Save where otherwise agreed in writing, payment by the Advertiser must be paid by the date set out on the Invoice. The Publisher reserves the right to charge interest at the rate of 6% per month on any outstanding amounts due to the Publisher and to pass accounts more than one month overdue to third parties for collection together with collection of the Publisher’s costs.
10. Advertisers shall not be liable for the costs of cancelled Advertisements provided that the Publisher receives written notice of the cancellation no less than 30 days prior to the advertising deadline as notified to Advertiser. In the event of the cancellation of a series of adverts the following shall apply; Where there are two months or less left in the series of Advertisements, the Advertiser shall be liable for the full costs of the cancelled Advertisements regardless of when notice (whether written or otherwise) is received by the Publisher. Where there are more than two months left in the series of Advertisements the Advertiser shall be liable to the Publisher for the costs in full for two months of Advertisements and for fifty percent of the costs for the remaining months in the series of Advertisements. Any costs payable to Publisher under this paragraph shall be at the full rate as set out on the Rate Card exclusive of any discounts.
11. Where the Artwork is sent to the Publisher in connection hereto it is held at the Advertiser’s risk and expense and Advertiser acknowledges that the Publisher may destroy or otherwise dispose of such Artwork six months after publication of the last issue of the JMT Network featuring such Artwork.
12. No variation of these Terms shall be binding on the Publisher unless agreed and confirmed in writing.
13. In the event of any contradiction between these Terms and other terms published by the Publisher, these Terms shall prevail.
14. The Publisher reserves the right to amend these Terms at any time and to amend the Rate Card upon 7 days notice.
15. No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of this Agreement.
16. The Publisher shall not be liable for any delayed or non-publication of the Advertisement in the event of any reason beyond the reasonable control of the Publisher including such events as war, industrial action, floods or Acts of God.
17. These Terms and all other terms and conditions relating to this agreement shall be governed by the laws of England and Wales, and the parties submit to the jurisdiction of the English courts.