

From: Execute Marketing Limited
(T/A The Shortlist)

To: Advertiser

In these conditions the term 'Publisher' means Execute Marketing Limited or any of its trading names, the term 'Advertiser' means the party who places the order for an advertisement or insert and the term 'advertisement' includes an insert.

All advertisement orders accepted for publication by the Publisher are subject to the following conditions. No other conditions will be binding unless agreed in writing by the Publisher and the Advertiser. The placing of any order by an Advertiser will be deemed to be an acceptance of these conditions.

1) ALL ADVERTISEMENTS MUST BE PAID IN FULL PRIOR TO THE COPY DEADLINE AS SHOWN ON THE ORDER CONFIRMATION.

2) CONFIRMED ORDERS THAT ARE NOT PAID IN FULL BY THE COPY DEADLINE WILL BE CANCELLED AND THE FULL BALANCE CHARGED TO THE ADVERTISER.

3) THE PUBLISHER MAY AT ANY ONE TIME INSTRUCT A DEBT COLLECTION AGENCY TO RECOVER ANY SUM DUE, ANY COST OR CHARGES INCURRED BY THE PUBLISHER AS A RESULT OF SUCH INSTRUCTIONS WILL BE PAYABLE BY THE ADVERTISER TO THE PUBLISHER ON DEMAND.

4) The Publisher reserves the right to refuse, withdraw or cancel advertisements submitted to it at its absolute discretion. In the event that the withdrawal or cancellation is the fault of the Publisher a full refund will be given in respect of that advertisement. This refund is without prejudice to any claim made by the Publisher under these Terms and Conditions.

5) The Advertiser warrants that its advertisements will comply with the British Code of Advertising and Sales Promotion and all relevant legislation and industry guidelines and do not breach any 3rd party rights or be otherwise Unlawful.

6) The Publisher will not be liable for any loss, costs, expenses or damage (whether direct or consequential) resulting from the delay or the failure of an advertisement to appear on the dates specified in any order, from the failure of an advertisement to appear in any specified position in any publication, from the delay or failure of any issue of a publication to appear, or from the discontinuance of any publication.

7) The Advertiser will indemnify the Publisher against all losses, costs, expenses and damages (whether direct or consequential) including without limitation, any economic loss or other loss of profits or goodwill incurred by the Publisher in connection with the advertisement as a result of a breach or alleged breach of any warranty hereunder.

8) Series discounts apply only to orders placed in advance and completed within one year of the first insertion. If the Advertiser cancels the balance of a series all unearned series discount will be surcharged.

9) In no circumstances does the placing of an order confer the right to renew on similar terms.

10) The Publisher reserves the right to increase advertisement rates at any time save in respect of orders already confirmed.

11) All advertisements are accepted subject to the space being available.

THE PUBLISHER MAY AT ANY TIME MODIFY THESE TERMS AND CONDITIONS. ANY MODIFICATIONS WILL BECOME EFFECTIVE ON NOTIFICATION.

12) Cancellation or changes in the dates of insertion must be received in writing no less than ten days before the date of publication or by such other times as may be specified by the individual publication.

13) The Advertiser will be liable to pay in full for any advertisement published where notice is not received by copy deadline shown on the Order Confirmation.

14) Should the Advertiser choose the 'Request Information' option, the Publisher shall not be liable for any losses, costs, expenses and damages (whether direct or consequential) due to the service not passing on all enquiries received due to a technical error.

15) The Advertiser agrees to respect the contact information they are given via the 'Request Information' service in accordance with current data protection laws.

16) All copy and imagery must be supplied to the Publisher by the copy deadline shown on the Order Confirmation. In the event of copy or imagery instructions not being received by the copy deadline the Publisher reserves the right to remove the advert and charge the Advertiser for the advert space in full.

17) Proofs sent to the Advertiser for corrections that are not received back by the Publisher by the relevant deadline will be assumed to be correct.

18) Copy matter must conform strictly to the Publisher's requirements and any additional work involved will be charged for, including heavy copy re-writes and imagery changes.

19) The Advertiser shall be fully responsible for the images provided to the Publisher as being images they are legally allowed to publish.

20) All advertisement material originated by the Publisher remains the Publisher's copyright.

21) Failure by the Publisher to insist upon strict performance by the Advertiser of any of these Terms and Conditions shall not operate as a waiver or otherwise release or in any way affect the liability of the Advertiser under these Terms and Conditions.

22) These Terms and Conditions shall be governed and constructed in accordance with the laws of England and Publisher and Advertiser hereby agree to submit to the exclusive jurisdiction of the English courts regarding matters in relation to these Terms and Conditions.

23) Details regarding recipients' profile information, their geographic regions and their industries have been provided by the third party data providers. Though care is taken to ensure this information is correct, the Publisher cannot guarantee its accuracy.