

Mummy & Me Magazine Terms and Conditions.

Definitions and Acceptance of the Terms and Conditions

1. Mummy & Me Magazine ("MaMM") accepts publication of advertisements on the terms and conditions set out below ("Terms").
2. These Terms apply to advertisements in the Mummy & Me Magazine ("Magazine(s)"), advertisements on www.mummyandmemagazine.co.uk, ("Website(s)") and inserts (together "Advertisements").
3. By placing an order, the Advertiser (which is the person placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser) accepts and agrees to be bound by these Terms in full.

Content and Delivery of Advertisements

4. Materials for an Advertisement must be provided no later than the MaMM specified deadline.
5. MaMM may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not print, suspend or change the position of any such Advertisement. MaMM may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising in any of the Magazines or the Websites. The Advertiser will remain responsible for all outstanding charges.
6. The publication of an Advertisement by MaMM does not mean that MaMM accepts the Advertisement has been provided in accordance with these Terms or that MaMM has waived its rights under these Terms.
7. The Advertiser guarantees to MaMM that:
 - (i) any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;
 - (ii) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;
 - (iii) the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice (including the British Code of Advertising, Sales Promotion and Direct Marketing and all other codes under the general supervision of the Advertising Standards Authority, are not libelous or obscene and do not infringe the rights of any person (including any person's intellectual property rights);
 - (iv) the Advertisement will not be prejudicial to the image or reputation of MaMM or the Websites or the Magazines; and
 - (v) all Advertisements submitted for publication online will be free of any viruses and no Advertisement will cause an adverse effect on the operation of the Website(s).
8. Where the Advertiser is an advertising agency or media buyer, the Advertiser guarantees that it is authorised by the advertiser of a product or service to place the Advertisement with MaMM and the Advertiser will compensate MaMM for any claim made by such advertiser against MaMM.

Payment

9. All Advertisements are accepted on the basis that they will be paid for at the applicable rates communicated by MaMM. MaMM may change its rates at any time. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

10. All sums payable to MaMM should be made in accordance with MaMM Financial Terms & Conditions which are: All customers will be required to pay on or before specified due date unless clearly stated otherwise in writing by MaMM. MaMM may charge interest on the amount outstanding up to 8% above the Bank of England base rate.

Liability of MAMM

11. MaMM accepts no responsibility for any interruption or delay that the Advertiser experiences in delivering any Advertisement copy to MaMM or any loss or damage to any Advertisement copy or any other materials. The Advertiser guarantees that it has retained sufficient quality and quantity of all materials supplied to MaMM.

12. MaMM shall use its reasonable endeavors to reproduce Advertisements as provided by the Advertiser but cannot guarantee that the Advertisement will be of the same quality.

13. MaMM will not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of online or press advertising (including the Advertising Standards Authority).

14. MaMM cannot guarantee the time, dates and/or position of Advertisements and all such decisions will be at the sole discretion of MaMM. However, MaMM will use reasonable efforts to comply with the wishes of the Advertiser.

15. If a booked Advertisement is not published at all solely due to a mistake on MaMM's part, MaMM will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

16. If the Advertisement as reproduced by MaMM contains a substantial error solely due to a mistake on MaMM's part, MaMM shall, on request, re-publish the Advertisement at no additional cost to the Advertiser. MaMM shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform MaMM of any errors and provide any necessary assistance to MaMM to prevent a repeat of the error.

17. MaMM shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Advertiser or any loss which could not be contemplated by MaMM and the Advertiser, and MaMM's maximum total liability for any loss or damage arising out of or in relation to any Advertisement whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Advertisement actually paid by or on behalf of the Advertiser.

18. In respect of Advertisements on the Websites, MaMM does not guarantee continuous, uninterrupted access by users of the Websites. In addition, MaMM will not be responsible for any failure or delay affecting production or publication of any Magazine or the transmission of the Websites and any Advertisements contained in them, in any manner where such

failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of MaMM.

Liability of the Advertiser

19. The Advertiser will fully reimburse MaMM for all claims, losses or expenses arising as a result of any breach or failure to perform of any of these Terms and/or the use or publication of the Advertisement by MaMM in accordance with these Terms.

Rights

20. The Advertiser grants MaMM the right (free of charge) to:

- (i) use such of the Advertiser's names, trademarks and/or logos as MaMM may consider necessary for the purposes of publishing the Advertisements;
- (ii) reproduce the Advertisement in any media at any time from the date the Advertisement was last published in the Magazines for promotional purposes. For the avoidance of doubt, the content, layout and format of any Website or Magazine will be subject to variation at MaMM's sole discretion.

Cancellation policy

21. If the order is cancelled by the Advertiser after completing and returning the order form to MaMM, they will be charged a cancellation fee of 20%.

22. If the Advertiser cancels the Advertisement after the submission deadline specified by MaMM then they will be charged in full.

23. If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, MaMM may treat the order as cancelled.

General

24. A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.

25. If MaMM fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.