



Standard Terms and Conditions of Acceptance of Digital Media subscription package

1. These conditions shall apply to all advertisements, insets, inserts, sponsored articles or features (herewith referred to as advertisements) accepted for inclusion in digital media products published by Golf Guide Digital Media Ltd under licence from The Golf Guide Limited. Any other proposed condition shall be void unless incorporated clearly in written instructions and specifically accepted by Golf Guide Digital Media. For the avoidance of doubt, these terms and conditions are not applicable to the sale of advertisements accepted for inclusion in printed editions of Golf Guide publications.
2. All advertisements are accepted subject to Golf Guide Digital Media's approval of the copy and to the space being available.
3. If it is intended to include in an advertisement a competition or a special of merchandise, other than that normally associated with the advertised product, full details must be submitted at the time of booking.
4. Golf Guide Digital Media reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage or breach of contract shall arise. Should such omission or suspension be due to the act or default of the Advertiser or his servants or agents then the space reserved for the advertisement shall be paid in full notwithstanding that the advertisement has not appeared. Such omission or suspension shall be notified to the Advertiser as soon as possible.
5. If Golf Guide Digital Media Ltd considers it necessary to modify the space or alter the date of position of insertion or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond Golf Guide Digital Media's control. Every care is taken to avoid mistakes but Golf Guide Digital Media cannot accept liability from any loss arising from the late appearance or non publication of any advertisement.
6. The Advertiser warrants that the advertisement is not illegal, defamatory, an infringement of any other party's rights or an infringement of the British Code of Advertising Practice. Country of origin (other than the United Kingdom) of goods advertised must be shown in advertisements to the extent necessary to comply with applicable legal and/or regulatory requirements.
7. The Advertiser will indemnify Golf Guide Digital Media fully in respect of any claim made against Golf Guide Digital Media arising from the advertisement. Golf Guide Digital Media will consult the Advertiser as to the way in which such claims are to be handled.
8. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds Golf Guide Digital Media only in respect of agreed subscription periods. In the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.
9. Accounts are due for settlement within 14 days of the due date of invoice. In the event of any account becoming overdue, Golf Guide Digital Media reserves the right both to suspend insertions due under order or until such time as the sum owing is paid. Interest is chargeable on overdue accounts at the maximum rate permitted by applicable law.
10. Golf Guide Digital Media reserves the right to recover all additional costs incurred that arise as a result of the acts or defaults of the Advertiser or its Agent. Complaints regarding publication of advertisements must be received by Golf Guide Digital Media in writing within one calendar month of the start of the subscription period.
11. At least 4 weeks' notice written prior subscription end date is required to stop, cancel or suspend a contract.
12. Advertiser's property, artwork, etc are held at the Advertiser's risk. Advertiser's artwork, film positives and/or negatives, photographs and transparencies will be returned on request by Golf Guide Digital Media via Royal Mail post and at the risk of the relevant owner and should be insured against loss or damage from whatever cause. Golf Guide Digital Media reserves the right to destroy all artwork which has been in his custody for twelve months from the date of its last appearance.
13. These Conditions shall be governed and construed in accordance with the laws of England and Wales. Any dispute concerning these Conditions (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the English courts.