



MDL MARINAS

Advertising Terms and Conditions

1. For the purpose of these conditions, “Advertiser” shall refer to the contractual Principal, that is the party responsible for payment of charges arising from the publication or display of an advertisement. These terms are applicable to both online and offline advertising. “Publisher” shall refer to Marina Developments Limited (MDL) and/or others appointed by them to manage the advertising.
2. You, the Advertiser are responsible for providing all artwork. MDL provides the advertising space for your advertisement to be seen online and/or offline.
3. If the advertisement materials are provided in a form that is different from that specified, then the Advertiser will be responsible for any extra costs that might arise for preparing the material.
4. All advertisements are accepted subject to the space being available and to the Publisher’s approval of the copy. The Publisher reserves the right to refuse, amend, withdraw, or otherwise deal with any advertisement submitted at their absolute discretion or to require any artwork or other material to be amended to meet their approval.
5. The Advertiser warrants that the advertisement does not contravene the Trade Description Act 1968, the Equality Act 2010 nor any other Act of Parliament. Nor is it in any way illegal, obscene or defamatory or an infringement on any other party’s rights or an infringement of the British Code of Advertising and Sales Promotion. On the contrary, copy must be legal, decent, honest, and truthful without any political wording, reference, or bias. Should it become apparent that this is not the case, the Publisher reserves the right to suspend the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
6. Advertisement material is held at the owner’s risk and should be insured against loss or damage.
7. If artwork is not supplied by the agreed time, the Publisher reserves the right to offer the advertising space to an alternative advertiser. The original Advertiser will be liable to pay in full as though the advertisement had appeared.
8. Cancellation of an advertisement must be received in writing at least 7 working days prior to the copy deadline.

9. The Publisher does not accept liability for printing errors, including variations in colour reproduction, and such errors shall not be deemed cause for the Advertiser to withhold payment.
10. In the event of any error, misprint, or omission in the printing of an advertisement or part of an advertisement, the Publisher will either re-insert the advertisement at a later time or make a refund or an adjustment to the cost. No re-insertion, refund or adjustment will be made where the error, misprint or omission a) arises from acts or omissions of the Advertiser or his agents b) arises from causes outside the Publisher's reasonable control or c) does not materially detract from the advertisement. In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed the total amount of a full refund of any price paid to the Publisher of the advertisement in connection with which the liability arose. No consequential or economic losses can be considered under any circumstances.
11. The Publisher cannot accept liability for any error due to inaccurate copy instructions.
12. The copyright on artwork/copy contributed to an advertisement by the Publisher shall be vested in the Publisher.
13. All space will be charged at the publicised rate unless prior agreement is reached.
14. All rates are for a fixed term agreed at time of contract.
15. The Publisher will not be bound by any terms or conditions that conflict with these terms and conditions.
16. The placing of the order will be deemed an acceptance of these conditions.
17. All relevant hyperlinks shall be supplied to each Advertiser for their reference.