

## DEFINITIONS AND ACCEPTANCE OF THE TERMS AND CONDITIONS

1. Beyond Luxury Media Limited ("PURE LIFE SHOWS LTD") accepts publication of advertisements on the terms and conditions set out below ("Terms").
2. These Terms apply to advertisements in the official PURE Life Experiences show catalogue.
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 to [jenny@beyondluxury.com](mailto:jenny@beyondluxury.com) no later than Friday 02 June 2017.
5. PURE Life Shows Ltd 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. PURE LIFE SHOWS LTD may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising or participation fees relating to the exhibition. The Advertiser will remain responsible for all outstanding charges.
6. The publication of an Advertisement by PURE LIFE SHOWS LTD does not mean that PURE LIFE SHOWS LTD accepts the Advertisement has been provided in accordance with these Terms or that PURE LIFE SHOWS LTD has waived its rights under these Terms.
7. The Advertiser guarantees to PURE LIFE SHOWS LTD that:
  - a. Any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;
  - b. It has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;
  - c. 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 – see [www.asa.org.uk/asa/codes/cap\\_code](http://www.asa.org.uk/asa/codes/cap_code)) – are not libellous or obscene and do not infringe the rights of any person (including any person's intellectual property rights);
  - d. The Advertisement will not be prejudicial to the image or reputation of PURE LIFE SHOWS LTD
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 PURE LIFE SHOWS LTD and the Advertiser will compensate PURE LIFE SHOWS LTD for any claim made by such advertiser against PURE LIFE SHOWS LTD.

## PAYMENT

9. All Advertisements are accepted on the basis that they will be paid for at the applicable rates, as documented and agreed upon, and appear on the date of publication.
10. All sums payable to PURE Life Experiences Ltd should be made in accordance with PURE LIFE SHOWS LTD Financial Terms & Conditions which are: PURE LIFE SHOWS LTD's standard credit terms are for payment to be received as cleared funds by BACS payment within 30 days of receipt of the invoice; however from 14 May 2017 payment must be settled immediately.
11. PURE LIFE SHOWS LTD may charge interest of up to 4% above the

Bank of England base rate on any overdue payments.

## **LIABILITY OF PURE LIFE SHOWS LTD**

12. PURE LIFE SHOWS LTD accepts no responsibility for any interruption or delays the Advertiser experiences in delivering any Advertisement copy to PURE LIFE SHOWS LTD 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 PURE LIFE SHOWS LTD.
13. PURE LIFE SHOWS LTD shall use its reasonable endeavours to reproduce Advertisements as provided by the Advertiser but cannot guarantee that the Advertisement will be of the same quality.
14. PURE LIFE SHOWS LTD 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).
15. PURE LIFE SHOWS LTD cannot guarantee the time, dates and/or position of Advertisements and all such decisions will be at the sole discretion of PURE LIFE SHOWS LTD. However, PURE LIFE SHOWS LTD will use reasonable efforts to comply with the wishes of the Advertiser.
16. If a booked Advertisement is not published at all solely due to a mistake on PURE LIFE SHOWS LTD's part, PURE LIFE SHOWS LTD 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.
17. If the Advertisement as reproduced by PURE LIFE SHOWS LTD contains a substantial error solely due to a mistake on PURE LIFE SHOWS LTD's part, PURE LIFE SHOWS LTD shall, on request, re-publish the Advertisement at no additional cost to the Advertiser. PURE LIFE SHOWS LTD shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform PURE LIFE SHOWS LTD of any errors and provide any necessary assistance to PURE LIFE SHOWS LTD to prevent a repeat of the error.
18. PURE LIFE SHOWS LTD 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 PURE LIFE SHOWS LTD and the Advertiser, and PURE LIFE SHOWS LTD'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.
19. For the avoidance of doubt, nothing in these Terms will limit or exclude PURE LIFE SHOWS LTD's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.
20. Nothing in these terms and conditions shall affect the statutory rights of an Advertiser who is a consumer.

## **LIABILITY OF THE ADVERTISER**

21. The Advertiser will fully reimburse PURE LIFE SHOWS LTD 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 PURE LIFE SHOWS LTD in accordance with these Terms.

## **RIGHTS**

22. PURE LIFE SHOWS LTD owns the copyright in all Advertisements written or designed by it or on its behalf.
23. The Advertiser grants PURE LIFE SHOWS LTD the right (free of charge) to:
  - a. Use such of the Advertiser's names, trade marks and/or logos as PURE LIFE SHOWS LTD may consider necessary for the purposes of publishing the Advertisements;
  - b. Reproduce the Advertisement in any media at any time from the date the Advertisement was last published for promotional purposes. For the avoidance of doubt, the content, layout and format will be subject to variation at PURE LIFE SHOWS LTD's sole discretion.

## **CANCELLATION POLICY**

24. The Advertiser may cancel an Advertisement provided that notice in writing is received by PURE LIFE SHOWS LTD within the relevant cancellation period. If notice is given on or before 14 May 2017 a full refund will be made by PURE LIFE SHOWS LTD to the Advertiser. After 14 May 2017 the advertisement can be cancelled and will not appear in the printed catalogue, unless it has already gone to print, however the Advertiser will remain liable for 100% payment. Cancellation will only be effective on confirmation of receipt of your notice.
25. If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, PURE LIFE SHOWS LTD may treat the order as cancelled.

## **GENERAL**

26. A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.
27. If PURE LIFE SHOWS LTD 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.
28. Subject to clause 26, these Terms shall be governed by English law and the courts of England and Wales will have exclusive jurisdiction in relation to these Terms.