



CUSTOMER CONTRACT

PARTIES: Pursuant to this binding agreement

Barcadia Media Limited, 14 Edward Street, Blackpool, Lancashire, FY1 1BA and the Advertiser

The advertiser is to pay to Barcadia Media Limited upon execution of this Advertising Contract. First payment must be made prior to any advert going 'live' on the site and e-shot
ALL PAYMENT TERMS ARE STRICTLY TO BE PAID ON RECEIPT OF INVOICE.

DEFINITIONS

Advertising Zone is a pre-defined advertising space on a Barcadia Media Limited website i.e. 728x90pixels.

Advertisement or Banner Advert is the graphic file, which can be selected by a user as a Link and is stored on the Barcadia Media Web server, with a defined start Date. Banner advertisements operate on a rotational basis, occupying an Advertising Zone with a maximum of 5 other companies (i.e. There will only ever be 5 different banner advertisements rotating across a zone at any particular time).

Link means a request for information from a server other than the Barcadia Media Web servers located at Barcadia Media's offices.

Start Date means the first day the Barcadia Media Web server will display the Advertisement.

Usage Statistics means a set of numbers compiled by Barcadia Media and reported on a periodic basis to Advertiser (if requested), for the purpose of assessing a value, and for estimating future rates.

PAYMENT Barcadia Media reserves the right to hold Advertiser and its authorised advertising agent jointly and severally liable for any and all amounts owed. Please contact Barcadia Media Limited at the earliest opportunity if you have difficulty in making payment. Free independent advice and assistance can be obtained from The Business Debt line on 0800 197 6026.

RIGHT TO REFUSE UNACCEPTABLE ADVERTISING Barcadia Media reserves the right to refuse any advertisement sponsorship banner that does not completely conform to every detail, instruction, method, and guideline set in the Advertising Specifications, which can be found on the Barcadia Media Web Site.

Barcadia Media reserves the right to refuse any advertisement graphic that does not arrive 10 days before the Advertiser would like the banner to be produced online. Barcadia Media does not accept advertising from companies that produce or provide tobacco, alcohol, or pornographic products or services (Barcadia Media shall have complete discretion to define), or their subsidiaries, or foundations funded by such companies whose function is to improve acceptance of such products by the public. This Agreement is voidable by Barcadia Media immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with tobacco, alcohol, or pornographic products or services. In addition, Barcadia Media may in its complete discretion refuse the use of any other advertising that it deems appropriate.

USAGE STATISTICS: BARCADIA MEDIA MAKES NO GUARANTEE THAT USAGE STATISTICS WILL BE EQUAL TO ANY PUBLISHED NUMBERS AT ANY GIVEN TIME. BARCADIA MEDIA SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO SAID USAGE STATISTICS. BARCADIA MEDIA PROVIDES ADVERTISERS WITH USAGE STATISTICS ONLY AS A COURTESY TO THE ADVERTISER

TRUTH IN ADVERTISING / INDEMNIFICATION FOR LIABILITY Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can link through the Advertisement. Advertiser represents and warrants that the Advertisement and Link comply with Barcadia Media's advertising standards; and that it holds the necessary rights to permit the use of the Advertisement and Link by Barcadia Media for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Advertiser agrees to indemnify Barcadia Media and to hold Barcadia Media harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Barcadia Media, arising out of or related to advertiser's breach of any of the foregoing representations and warranties.

ADVERTISING AGREEMENT

LIMITATION ON DAMAGES: IN NO EVENT WILL BARCADIA MEDIA BE LIABLE TO SPONSOR FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT BARCADIA MEDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

CANCELLATION 30 Days' notice of removal of any banner is required. In not providing such notice, you are agreeing, by default, to reimburse Barcadia Media Limited in respect invoices raised relating to one or more further month's advertising fees. In the instance that a banner advert or e-shot campaign is cancelled the advertiser will be held liable for any banner or email artwork produced by Barcadia Media Limited which is a standard rate of £150 per design, £250 if inclusive of a customer enquiry form.

ASSIGNMENT Both parties may only assign this agreement, in whole or in part, with the other parties written consent. Any attempt to assign this Agreement without such consent will be null and void.

GOVERNING LAW This Agreement will be governed by and construed in accordance with the laws of England and Wales.

ENTIRE AGREEMENT This Agreement and any and all addenda, exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by Barcadia Media's Pricing Information, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

COPYRIGHT All material, supplied by the client and used in the clients advert, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws. The client shall indemnify Barcadia Media Limited against all and any claims arising from the use of materials of any sort provided by the client or obtained under the direction of the client from third parties such as graphic designers.

The copyright for all material provided by Barcadia Media Limited, such as HTML code, graphics, photographs and text, will remain the property of Barcadia Media Limited. Should the client wish to retain exclusive copyright this shall be arranged but the copyright of Barcadia Media Limited shall only be assigned if done so expressly and in writing to the client.

No portion of the graphics can be copied, duplicated or redistributed in any form electronic or otherwise unless a licensing agreement has been reached. Please email all advertising graphics to marketing@barcadiamedia.co.uk unless advised otherwise. Please see the Advertising Specifications for advertising graphics. If you have any questions, please contact our office on 01253 476319 or via email on team@barcadiamedia.co.uk.

Nothing in this Agreement is expressly or impliedly intended to confer on any third party rights to enforce any of its provisions pursuant to the Contracts (Rights of Third Parties) Act 1999.

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party. Any variation to this Agreement must be in writing and agreed and signed by a duly authorised representative of both parties.

