

Terms of Business

Buckingham Events – The Old Rectory, Main Street, Glenfield, Leicester. LE3 8DG: 0116 2364849
ejw@buckinghamsonline.com

ADVERTISING & SUBSCRIPTIONS

Payment is required within 7 days of the date of invoice. Should you breach our payment terms, this is deemed a cancellation of the contract and the 'cancellation fee' will be charged in accordance with Section 4. Any invoices outstanding beyond the due date will be subject to a surcharge of 15% to cover collection costs incurred, which also includes the 'cancellation fee' – see Section 4. In the event that cheques have to be represented for payment to the buyer's Bank the seller reserves the right to pass on all associated bank charges. Further to that the seller reserves the right also to charge interest at a rate of 8% above prime overdraft rate on all payments outstanding over 40 days. If handed over for collection please be aware that all collection and legal costs and cancellation fee will be charged to the debtor. These surcharges together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. Prices are not subject to VAT. Please ensure that we receive your copy on time in order to avoid cancellation costs. Buckingham Events can hold no responsibility for errors or mis-prints after a customer has received and passed a proof or missed a deadline for amendments. Please note that no guarantees of colour accuracy from screen or printed proofs can be given due to the mechanical limitations of the printing process. You may not reproduce our artwork or images mechanically or electronically without prior permission of Buckingham Events. Material produced or originated electronically or in printed form by Buckingham Events remains our sole property. You may not distribute, modify or transmit material without our written consent.

(*Subscriptions only: Please note: At our discretion and in response only to extreme circumstances we may accept two full calendar months notice of cancellation for subscriptions. A £25 subscription cancellation charge will be made to cover administrative costs to cancel the subscription and remove any online marketing (e.g. directory listing) plus any outstanding balance for printed advert(s), digital blog post(s), product placement and/or e-shots that have either already been published or will be published during the notice period, will be payable in full by you. Should any 'multi issue discount' have been previously applied in respect of printed advertisements, the outstanding balance will be calculated on the full price of any advert already published or due to be published within the notice period.)

1. Introduction

1.1 By becoming a Buckingham's Wedding Magazine Advertiser and/or Online Advertiser on the website you agree to these Terms & Conditions.

1.2 We may revise these terms and conditions at any time. You should check our website at <http://www.buckinghamsonline.com> from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms.

2. Ordering From Us

2.1 We may refuse to accept an order:

2.1.1 Where we cannot obtain authorisation for your payment.

2.1.2 At our discretion if we consider we have just cause.

2.2 If you choose to advertise in any publication or website produced by Buckingham Events by accepting our quotation you also agree to our terms and conditions. If you choose to supply material to Buckingham's Wedding Magazine it is your responsibility to ensure all copyright issues have been sought and resolved, and you agree to our terms and conditions.

3. Pricing

3.1 VAT is not currently charged

4. Refund Policy & Cancellation Fee

4.1 No refunds are available with regard to advertising. Once an order has been placed, either verbally, by email or in writing, a cancellation fee will be charged if subsequently cancelled.

4.2 Administration of the cancellation £250.

Once a prepaid advert has been booked, no cancellations, refunds, or payment plans are available.

5. Licence

5.1 You are permitted to use extracts from our publications for personal use only, on the following basis:

5.1.1 No text or graphics from our magazines or websites are modified in any way.

5.1.2 No graphics from our magazines/websites are used separately from accompanying text.

5.1.3 Any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights and all material in our magazines and websites (including without limitation photographs and graphical images) are owned by us. For the purposes of these terms and conditions, any use of extracts from this website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your inclusion in our magazine/s and website/s automatically terminate and you must immediately destroy any downloaded or printed extracts. In this eventuality no refund will be given.

5.3 Subject to clause 5.1, no part of our magazines/websites may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 All material supplied including but not limited to photographs, printed material, reflectives, transparencies, discs and digital files, both solicited and unsolicited, are supplied at the risk of the sender. Buckingham Events shall not be held responsible in the event of their loss or damage. All material supplied for editorial or advertising purposes is deemed to be copyright free and will be used by us in good faith. People who appear as subjects in photographs shall be deemed to have given their consent to appear in any titles and websites belonging to Buckingham Events. All material supplied for editorial or advertising purposes which has been marked as 'Copyright of...' will be considered to have proper permission for reproduction from the copyright holder. Given the amount of images and material supplied it is impossible for us to contact individuals or businesses directly.

5.5 Any rights not expressly granted in these terms are reserved.

6. Service Access

6.1 While we endeavour to ensure that our websites are normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period.

6.2 Access to our websites may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

7. Visitor Material and Conduct

7.1 Any material or personal information you transmit or post to us will be used in accordance with our Privacy Policy.

7.2 You are prohibited from including in our books, magazines and websites any material:

7.2.1 That is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience.

7.2.2 For which you have not obtained all necessary licenses and/or approvals.

7.2.3 Which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world.

7.2.4 Which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse our website (including, without limitation, by hacking or 'phishing').

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

8. Registration

8.1 To register with any Buckingham Events' websites you must be over 16 years of age.

8.2 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

8.3 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

8.4 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

9. Disclaimer

9.1 While we endeavour to ensure that the information in our books, magazines and websites are correct, we do not warrant the accuracy and completeness of the material. We may make changes to the material, at any time without notice. The material may be out of date, and we make no commitment to update such material.

9.2 Material is provided 'as is' without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with our publications and websites on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to printed material and website content.

10. Liability

10.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering our magazines and websites), and any of our officers, directors, employees or agents, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence, contract or otherwise) in connection with our magazines and websites.

10.2 Nothing in these terms and conditions shall exclude or limit our liability for:

10.2.1 Death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977).

10.2.2 Fraud/Misrepresentation as to a fundamental matter.

10.2.3 Any liability which cannot be excluded or limited under applicable law.

10.3 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including legal fees) arising out of any breach of the terms and conditions by you, or your use of our books, magazines & websites, or the use by any other person using your registration details.

11. Governing Law and Jurisdiction

11.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

11.2 If at any time you believe we have not adhered to our Terms & Conditions, you should, in the first instance, contact us in writing to Editor, The Old Rectory, Main Street, Glenfield, Leicestershire LE8 3DG.

12. Miscellaneous

- 12.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.
- 12.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.
- 12.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.
- 12.4 From time to time we may amend this contract with new Terms and Conditions or a new Privacy policy, The latest terms and conditions are always available on our website www.buckinghamsonline.com you should check the terms and conditions every three months.
- 12.5 In the event where your company goes into Liquidation or Administration, you are not permitted to use advertising for any purposes for subsequent businesses or similar.
- 12.6 You are not permitted to say that you are an affiliate of Buckingham Events or that you have been recommended by Buckingham Events. We reserve the right to terminate this agreement if this rule has been breached.
- 12.7 In the event of an advert or editorial being published incorrectly, where Buckingham Events admits fault, we will include an advert of equivalent size, or equivalent sized editorial, free of charge to be used in the next edition of the book, at our discretion. This gesture is accepted as full compensation for the error(s) with no refunds available.
- 12.8 We cannot guarantee results from any advertising campaign undertaken with Buckingham Events, its publications or websites. No refunds are available for lack of response.

WEDDING SHOWS & EVENTS

1. Buckingham Events – The Old Rectory, Main Street, Glenfield, Leicester. LE3 8DG: 0116 2364849 ejw@buckinghamsonline.com
2. RESERVING & PURCHASING YOUR SPACE - Full payment is required to reserve your space. We regret we cannot 'hold' spaces without full payment neither can we take a non-refundable deposit. Payment can be made by BACS or Credit/Debit Card {a booking fee of 3.5% will be applied to card payments} or in cash if you prefer. Business cheques are accepted but please note your space will not be reserved until funds have cleared. An invoice and receipt of payment will be sent to you.
3. YOUR STAND - You agree that the products, venue or services which you offer will be displayed professionally, smartly and will not include any item, image, display, wording or communication, either verbal or in writing which in the opinion of Buckingham Events could cause offence or upset. You agree that you have existing and adequate Public Liability insurance (which covers for you for exhibiting away from your place of work) and that you hold all necessary licences, certificates, insurances, permits and other documentation/cover required to trade with the products or services you offer.
4. ALL CABLES MUST BE NEATLY TUCKED AWAY TO AVOID HAZARD - All electrical equipment over three years old must be covered by a PAT Certificate. You are solely responsible for your equipment and you agree to check the equipment prior to use for loose connections, bare wires or other hazards which could cause fire, damage or injury. Any cables which are considered to be causing a potential hazard and cannot be repositioned to avoid such hazard will be removed, even if this renders the equipment unusable.
5. WATER AND ELECTRICITY DON'T MIX! - If you need to use water or other liquids on your stand you are responsible for the safe use and containment of the water or other liquid and as part of your normal risk assessment you will undertake a thorough check with regards to electrical equipment, plug sockets, extension cables and other sources of electricity within a reasonable distance from your stand.
6. BE VIGILANT - If you see something on the stand of another exhibitor or you see the actions of another (including visitors to the event) which you believe poses a potential hazard you MUST bring it to the attention of the events team or venue management.
7. NO CANDLES, TEA LIGHTS OR EXPOSED FLAMES ARE PERMITTED WITHOUT PRIOR PERMISSION OF BUCKINGHAM EVENTS - Please contact us at least a week BEFORE the event if you would like to use any such items on your display. We will refuse use of any such items brought to the event without our prior consent.
8. PLEASE DO NOT LEAVE YOUR PERSONAL BELONGINGS, VALUABLES, LAPTOPS OR ANY OTHER ITEMS UNATTENDED - You are responsible for the safety and security of your stand and belongings and Buckingham Events accept no responsibility for the products, equipment, personal belongings, displays or any other item which you bring with you. If you suspect anyone of acting suspiciously or you are concerned for the safety of your stand or that of another exhibitor please bring this to the attention of the event staff. Any unattended items may be removed for safety purposes and will be handed in to lost property at the venue. All coats, bags, boxes and other personal belongings should be stored safely under your stand and out of sight or in allocated storage areas.
9. ALLOCATED SPACE - Your display must not exceed the amount of space purchased or allocated. If we believe your stand (including any props, furniture, signage, plants or other items) is taking up more than your allocated space you will be asked to rearrange or downsize your stand to conform to the space purchased. If you require additional space at the event, and space is available, such space will be sold to you at the discretion of Buckingham Events.
10. You may not share or sublet your space with any third party. Neither will you promote, distribute or display any marketing material (in whatsoever form) belonging to a third party. This includes but is not limited to business cards, compliment slips, samples and brochures.

11. You will not interfere with, alter, move or tamper with in any way the display of another exhibitor including adding or removing items. Neither will you divert, distract, interrupt or lure away visitors from another exhibitor's stand. If you believe another exhibitor is encroaching on your space or is in breach of any of these rules you should advise a member of the events team immediately for the situation to be assessed. Any exhibitor found to be causing nuisance or disruption, and after initial warning refuses to stop such behaviour, will be asked to leave the event with immediate effect and no refund will be made.

12. SOUND LEVEL - Unless previously agreed as part of a performance, entertainment or showcase you agree not to play any music, loud video, slide show or cause any unreasonable noise without the permission of Buckingham Events. This includes but is not limited to the sound of party items such as party poppers, horns, whistles and clappers. Please be mindful of your neighbouring exhibitor!

13. DATABASE - Access to the database of visitors who have agreed to share their details with exhibitors MAY be supplied to you after the event for YOUR business use only. Buckingham Events remains at all times the sole owner of the database and as such you will not share, sell, distribute or publish the details held therein either in whole or in part. You will take steps to ensure the safe keeping of

the data at all times. You will dispose of any data in a safe and secure manner to ensure the privacy of details contained therein is maintained after disposal (e.g. by using a shredder). You may make reasonable attempts to contact the people listed on the database about your business only. You may not use the database to promote a third party business. Neither will you spam or harass people on the database or send any information to names therein purporting to be a member of Buckingham Events or to promote a third party business or competitor of Buckingham Events. Any misuse of the database or complaint received by Buckingham Events will be investigated and if necessary reported to the ICO (Information Commissioners Office) to which we are a registered.

14. LEAFLETS & SAMPLES - On occasion Buckingham Events may offer non exhibiting businesses the opportunity to distribute promotional material at the event. This service is subject to a fee and Buckingham Events reserve the right to refuse any promotional material submitted for whatsoever reason. The provider must supply the promotional material at least 10 days prior to the event Page 2 of 3 unless otherwise agreed with Buckingham Events. If any such promotional material arrives on the day of the event or any day thereafter no distribution of material shall be made and no refund will become payable. Buckingham Events take no responsibility for any promotional material delivered and subsequently left unattended at the event. If any unauthorised promotional material including but not limited to business cards, products, brochures, samples or any other item or communication are found at the event the promotional material will be removed and disposed of. No return to the owner shall be made and Buckingham Events in its discretion reserves the right to charge a fee to the owner for the removal and disposal of the unauthorised promotional material. Promotion by an exhibitor of third party marketing material is strictly prohibited.

15. CANCELLATION POLICY - In the event you book and pay for a stand and for any reason cannot attend the event you must give 4 working weeks' notice prior to the event date. Buckingham Events will then endeavour to resell your stand. If the stand is re-sold we will inform you and offer either a re-imbusement of your payment (minus any additional costs that arose in order to resell the stand) or offer to transfer the payment against a future event. Any cancellation that is made less than 4 working weeks prior to the event date will not qualify for re-imbusement either in whole or in part. In the event that advertisement has been made promoting your business to be in attendance at the event, Buckingham Events reserves the right to charge any subsequent costs to make amendment, change or notification of your cancellation {e.g. if banners need to be redesigned to reflect the cancellation}. In the event that Buckingham Events make no charge for a stand these terms shall remain in force including the terms of the cancellation policy. Should you cancel your attendance we reserve the right to charge full payment for the stand should we be unable to resell the stand prior to the event. If any payment is outstanding at the time of cancellation then the client is still liable to pay the full fee for the stand and any re-imbusement will be made subject to the cancellation policy.

16. STAND PRESENTATION - Table coverings must reach the floor on all open sides and be of non-flammable material. Please speak to us about displays which require no table coverings. Buckingham Events request a high standard of display from all exhibitors and this is a requirement and a condition of acceptance. If you are unsure about your display please contact us prior to the event. Your display area must be kept neat and tidy at all times and free from food and beverage. You may discretely consume non-alcoholic beverages at your stand but we ask that you do not leave cups and cans on your stand. You will remove all litter and rubbish from your stand area and either dispose of it in allocated areas or take it home with you. After dismantling your display please ensure the area is clean and tidy and you have not left anything behind. Buckingham Events reserves the right to charge a fee for disposal of rubbish left behind and/or return of property to you.

17. SMOKING AT YOUR STAND OR IN ANY AREA OF THE BUILDING IS STRICTLY FORBIDDEN BY LAW - Where available any allocated smoking areas will be made known to you upon your asking a member of the event team. Smoking below

open windows or doors which lead to smoke entering the exhibition area, even in the event that such external areas are allocated smoking areas by the venue, is strictly forbidden.

18. ALCOHOL - You are not permitted to bring alcoholic goods for your own consumption, for the consumption of others or to serve to visitors as part of your performance or display unless by prior written agreement with Buckingham Events.

19. MOBILE PHONES - We would request that you do not use your mobile phone whilst manning your stand and that all mobile phones are turned to silent.

20. TELEPHONE BOOKINGS - All bookings taken by telephone are deemed to constitute a verbal contract even in the event payment has not been paid to Buckingham Events.

21. ARRIVING LATE - Your stand must be set up at least 20 minutes before the event begins. This includes the completion of your health and safety assessment and the securing of your valuables and belongings. If 30 minutes prior

to the start of the event your stand is found to be vacant and you have made no communication with Buckingham Events regarding your late arrival, the stand will be re-allocated and/or utilised by Buckingham Events as we deem appropriate. Should you arrive any time after the start of the event and have not made prior communication to us you will not be allowed to set up your stand and no refund will be made.

22. **DISMANTLING YOUR STAND** - No display may be dismantled before close of the event. Unless in exceptional circumstances you will not leave the show before close of the event. In the event that you are required to leave the show you will make arrangements for your display to be dismantled and all items to be removed from the venue.

23. **CANCELLATION OF THE EVENT** - Buckingham Events will not be held liable for any loss or damage should the event for whatever reason be cancelled. Neither shall Buckingham Events be liable for any loss or damage howsoever caused should the venue become wholly or in part unavailable for holding the event. No claims will be made by the exhibitor against Buckingham Events should the venue become inaccessible or unusable for whatever reason. In the event of cancellation no refund shall be made, instead you will receive a credit note for use at future shows or against other products and services offered by Buckingham Events.

24. **DAMAGE OR LOSS** - Buckingham Events are not responsible for your belongings including your stand and personal belongings and will not be held liable for any loss or damage arising howsoever caused.

25. **PROMOTION – PHOTOGRAPHS AND COMPANY INFORMATION** - You agree that any photographs or images taken by Buckingham Events (or by a third party working on our behalf) of the event including photographs of, but not limited to, you, your stand and/or products, belong to us and may be used freely by us for whatever purpose without the need for your prior consent. Furthermore you agree that we may use your company name, logo, tag line or any image you supply to us, for marketing and promotional purposes including digital and print formats. You undertake to ensure any company profile, pricing or related material which you supply to us is correct and accurate. You agree that you are the sole owner of any images you supply to us and that you own the relevant copyright to authorise us to use the images.

Where ownership remains with the original photographer you agree to

send full details of the photographer as per their terms of use with their image and furthermore that you will indemnify Buckingham Events against any claim arising from our use of an image or other information in whatever form supplied by you to us.

26. **Indemnity by exhibitors** - The exhibitor indemnifies Buckingham Events against all actions, expenses, costs, charges, or claims which the organisers or any of their contractors may be liable for in consequence or damage or injury to any person or property Page 3 of 3

occasioned by or arising out of the act, default or negligence of the exhibitor, his representatives, servants or workmen or any person or persons or persons under his direction or any independent contractor engaged by him.

27. Buckingham Events will co-ordinate and manage the show as we deem appropriate and will take all reasonable steps to provide the necessary services for the smooth operation of the event however we accept no responsibility for the breakdown or failure of such services howsoever caused.

28. Buckingham Events reserve the right to remove for any reason, any individual who in our discretion we deem not suitable to remain in attendance at the event.

29. Buckingham Events will arrange, promote, market and advertise the event as we deem appropriate however we cannot guarantee how many brides and visitors will attend and exhibitors shall have no claim against Buckingham Events regarding attendance levels,

loss or damage howsoever caused. We reserve the right to change scheduled events or themes of the show, promotions and highlights as we deem necessary.

30. Should any part of this agreement be found to be invalid or unenforceable, the remainder of the agreement shall be valid and enforceable.

31. This agreement shall be governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the exclusive jurisdiction of the courts of England.

32. Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees; or fraud or fraudulent misrepresentation; or any other form of limitation or exclusion prohibited by law or statute.

33. Receipt of your booking form and/or payment for your space will be deemed as your acceptance of these Terms.

The Brides List

Buckinghams are members of the ICO and take the privacy of our brides very seriously. This information is given to you at the request of the person who completed the online wedding show registration form. It is for your own business use only and the information must be handled in the strictest of confidence. You undertake not to share, sell or otherwise allow access to this list to any third party as per our terms and conditions. You also undertake to contact the named persons solely in the capacity that you showcased at the Buckingham's Wedding Show. Once in receipt of the list you are responsible for its safe keeping and should you wish to dispose of the content you undertake to do so in a secure manner. You hereby indemnify Buckingham's against any claim(s) made due to, but not limited to, the loss, misuse or improper handling of the list by you, your co-workers or agents. Should it be brought to our attention that you have shared the list with unauthorised third parties a report will be made to the ICO. You agree not to harass or make nuisance to anyone on this list by means of telephone, email or other communication.