

## Getting Here Limited

### Advertising Terms and Conditions

Advertising through the Getting Here Ltd's web pages are subject to the following terms and conditions:

These terms and conditions are incorporated into each agreement entered into between Getting Here Ltd, as an online publisher and the customer whether or not the advertising order form or any other document which the customer signs makes reference to these terms.

The following expressions have the following respective meanings unless the context otherwise requires:

"Online publisher" means Getting Here Limited.

"Advertiser" means the person or company identified on the order form or similar.

"Website" means the websites of Getting Here Limited and other websites under its management including but not limited to [www.gettinghere.co.uk](http://www.gettinghere.co.uk) ; [www.cheshirebytrain.co.uk](http://www.cheshirebytrain.co.uk) ; [gocheshire.co.uk](http://gocheshire.co.uk) ; [gonorthwich.co.uk](http://gonorthwich.co.uk)

1. All advertising material is subject to approval by the online publisher, who reserves the right to reject or cancel any advertisement deemed to be unsuitable for any reason.
2. The online publisher only accepts advertising that is complimentary to its websites.
3. Advertising space is subject to limited availability and will include but not limited to a choice of banner advertising top right, right middle, bottom middle and bespoke.
4. Advertising space will be deemed to be exclusive, priority, floating or rotating.
5. Exclusive space will be exclusive to a position on the site or a specific page or group of pages
6. Priority advertising will be space where a number of advertisements are displayed in a position and the position booked by the client has priority. This will usually but not necessarily mean the client's banner is higher than other advertising within a position.
7. Floating space is where no priority is given to advertising space in a position.
8. Rotating space will be where more than one advertisement rotates in an allocated space.
9. Receipt of email confirmation of an order will be considered as acceptance of terms and conditions of the contract
10. These terms and conditions are subject to change without prior notice. Updates will be made available at [www.gettinghere.co.uk](http://www.gettinghere.co.uk)
11. Advertising fees are subject to change without prior notice. Any changes will only relate to new or renewed contracts.
12. Fees invoiced or paid for advertising are non-refundable unless the advertisement is cancelled prior to the commencement of the advertising campaign. Commencement is defined as the time that an advertisement is first published on the Internet.
13. All fees are due on demand unless by prior agreement with the online publisher.
14. Payment can be made by banker's cheque, by BACs direct to our account or by standing order.

15. Amounts paid fourteen days or more after the due date shall bear interest at the rate of 2% per annum above the base lending rate of National Westminster Bank plc from time to time from the date when payment should have been paid until the date of actual payment, whether before or after judgment. In the event of any failure by the advertiser to make payment, the advertiser will be responsible for all expenses (including legal fees) incurred by the online publisher in collecting such amounts. In the event of late payment the online publisher reserves the right to suspend the advertiser's information posted on the website
16. Page impressions are defined as anytime an advertisement is displayed to a visitor of the online publisher's web site.
17. Page impression based campaigns are monitored and invoiced according to figures by the online publisher.
18. The online publisher is not bound to comply with advertiser instructions if they conflict with established policies.
19. The advertiser or its agents acknowledge that they own the rights and permissions to publish submitted material on the Internet and in particular on the online publisher's website. Each agrees jointly and severally to indemnify and save harmless the online publisher against all damage, loss, expense and liability of any nature arising from our use of the advertisers submitted graphic content on the Internet.
20. The advertiser must notify the online publisher as soon as is reasonable by email of any inaccuracy or changes that need to be made to an advertisement.
21. The online publisher assumes no liability for errors in materials or positioning. Every attempt will be made to correct any errors or omissions subject to the online publisher's jurisdictions.
22. The online publisher reserves the right to refuse or postpone the display of submitted advertising content until all payments have been received (including the clearing of cheques) in full and advertising space becomes available.
23. The online publisher is not liable for delays in publishing or failure to publish submitted advertising content in the event of circumstances beyond the control of the online publisher.
24. The online publisher shall not incur any liability whatsoever from an advertiser or other party using its services with or without the online publisher's permission. They do so at their sole risk and discretion.
25. The online publisher's website is an open domain available to all Internet visitors and not restricted to subscribers. Business gained by the advertiser from visitors to the online publisher's website whether they are subscribers or otherwise will be the sole responsibility of the advertiser.
26. These terms and conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with these terms and conditions.

Acceptance by the advertiser or its agent or any other third party of these terms and conditions is implied upon the receipt of submitted advertising material and/or payment by the online publisher.