



Terms and conditions: Standard Conditions of Business

1. Interpretation & Definitions

1.1 In these terms and conditions:

“The Publisher” means netMAGmedia Ltd, Registered Office: 75 Park Lane, Croydon, Surrey. CR9 1XS Registered in England No. 4336767

“Advertisement” means any kind of promotional or advertising material (including, but not limited to, classified & advertorial content) that is, as the case may be: (i) to be printed in a Printed Publication and/or (ii) to be published or otherwise displayed by electronic means (including, but not limited to, banner, skyscraper, Email Newsletters, op-up, button or other forms of online or electronic advertising) via or as part of or in connection with any Online Publication.

“Advertisement Confirmation” means the Publisher’s written confirmation of the Buyer’s order.

“The Advertiser” means any person who promotes products or services to the general public or a section of the public, whether such person is the Buyer or not.

“The Buyer” means the person placing the order with the Publisher for the publication of an Advertisement (including, but not limited to, the Media Buyer or Advertiser’s advertising agency).

The Copy Deadline is known as the “Advertiser Dependencies”, together with any other obligations of the Buyer which the Publisher may specify in connection with the proposed publication of the Advertisement (whether included in the Advertisement Confirmation, the Rate Card or otherwise) including, but not limited to, the delivery format and/or file configuration in which any copy for the Advertisement (whether for a Print Publication or an Online Publication) is to be supplied to the Publisher.

“Copy Deadline” means, where applicable, the latest date (as shown on the Booking Confirmation) by which the Buyer is obliged to give the Publisher full instructions and copy for carrying out the Buyer’s order in accordance with and subject to these terms and conditions. For the avoidance of any doubt, Advertisements to be published in an Online Publication may not be subject to a Copy Deadline.

“Online Publication” means any website operated or controlled by the Publisher or other electronic medium (including, but not limited to, email newsletter and alerts), whether connected with or related to the title of a Print Publication or otherwise.

“Print Publication” means any magazine, insert or ‘onsert’ (and including any supplement for which no charge is made to its recipient and which is published whether regularly or occasionally as part of or in association with such magazine) published by the Publisher.

“The Rate Card” means the rate card from time to time in force which is used by the Publisher and as such may include (amongst other things) the Publisher’s rates of advertisement and also any technical specifications relating to the standard/quality of reproduction of any Advertisement including its style, format, file configuration, size and wording.

“Event” any live event hosted by netMAGmedia Limited, including but not limited to any training (online or physical), seminar, podcast, workshop, conferences and awards event as the same may be attended in person or as an Online Event.

“Online Event/Podcast” an Event at which Attendees do not attend in person, but are given access to a virtual Event online via various interactive tools, including live and on-demand video streaming, web conferencing and online training courses.

- 1.2 Where the context so admits, words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa. A reference to a statute, statutory provision or other legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment.

2. Application of these Terms and Conditions

- 2.1 All Advertisements accepted for publication by the Publisher are accepted subject to these terms and conditions which shall apply to the exclusion of all other terms and conditions (including any which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). Any variation to these terms and conditions and any representations about the Advertisement shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Publisher.
- 2.2 Unless circumstances specifically dictate otherwise in connection with the publication of an Advertisement in an Online Publication, no order placed by the Buyer shall be deemed accepted by the Publisher until the Advertisement Confirmation is issued.
- 2.3 Notwithstanding any other provision of these terms and conditions, nothing herein shall require the Publisher to do or omit to do anything which would contravene any applicable laws or regulations including, but not limited to, the Data Protection Act 1998, the Gambling Act 2005 and the Consumer Protection from Unfair Trading Regulations 2008.

3. Publication of Advertisements

- 3.1 Notwithstanding Condition 3 above the Publisher shall be entitled at any time to require the Buyer to amend any materials, artwork and copy for and relating to any Advertisement or refuse (without notice) to publish any Advertisement for the purpose of:
- (1) Complying with any obligation (moral or legal) placed on the Publisher or the Buyer or the Advertiser; or
 - (2) avoiding the infringement of (i) the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority the rights of any third party or (ii) the rights of any third party or (iii) any other applicable law; or

(3) Meeting to the Publisher's reasonable satisfaction (i) the production and quality specifications stipulated on the Rate Card or (ii) any other Advertiser Dependencies.

3.2 The Publisher reserves the right at its discretion and without notice to the Buyer:

(1) to decline to omit or publish, alter, change or suspend the position of any Advertisement otherwise accepted for publication or insertion. However, the Publisher will endeavor to comply with the reasonable and practicable wishes of the Buyer although the Publisher does not warrant the date of publication or insertion, the wording, or the quality of the reproduction of the Advertisement; and

(2) to destroy all artwork, copy or other materials submitted by the Buyer and which have been in the Publisher's possession for more than four (4) months from the date of their last use by the Publisher, unless specific written instructions have been received from the Buyer to the contrary.

3.3 All copyright and all other rights of a similar nature that are created or exist in material originated by the Publisher in connection with the publication of the Advertisement remains vested in the Publisher.

3.4 Suspension Orders

3.4.1 The Publisher warrants that it will comply with a Suspension Order correctly submitted by the Buyer provided that it is received by the Publisher, in the case of an Advertisement to be published in a Print Publication, at least twenty-eight (28) Working Days before the Copy Deadline and, in the case of an Advertisement to be published in an Online Publication, at least forty eight (48) hours prior to the activation date.

3.4.2 The Buyer acknowledges and agrees that: (i) any and all payments made (or outstanding payments to be made) by the Buyer to the Publisher for and in connection with the publication of the Advertisement which is the subject of the Suspension Order shall not be refunded to the Buyer (or shall be due for payment upon demand in the case of any outstanding payments); and (ii) eventual publication of the Advertisement which is the subject of the Suspension Order shall be subject to the Publisher's prior written approval and such approval not to be unreasonably withheld and continued compliance with these terms and conditions, and cannot be guaranteed if the Buyer's request is for publication of the Advertisement (following the Suspension Order) more than four (4) months after the original intended publication or activation date (as the case may be).

3.5 Online Publications

3.5.1 The Buyer shall submit copy for the Advertisement at least forty-eight (48) hours prior to the intended activation date. If the Buyer submits its copy late then the Publisher reserves the right to publish the Advertisement at another time of its choosing.

3.5.2 If the Buyer is supplying creative content in the form of an Advertisement that links to another website the Buyer must inform the Publisher in writing at least two (2) Working Days prior to the intended activation date.

3.5.3 If an Advertisement links to another website the Buyer is responsible for maintaining the link and for the content of the linked-to website. The Publisher may remove any Advertisement which contains content or links to a website which, in the Publisher's discretion, is (or is likely to be) objectionable or defamatory or otherwise likely to bring the Publisher into disrepute. The Buyer will indemnify the Publisher from and against any claims or liability suffered or incurred by the Publisher arising in any connection from links contained in an Advertisement.

- 3.5.4 If the Publisher receives complaints about the content of an Advertisement it may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer or Advertiser.
- 3.5.5 The provisions set out in this Condition 3.5 apply in addition (save where the context expressly permits) and without prejudice to all other provisions set out in these terms and conditions.

4. The Buyer's Obligations

The Buyer hereby undertakes warrants & represents to the Publisher that:

(1) in the case of any advertisement placed by an advertising agency and/or the media buyer, the Advertiser, the Advertiser's advertising agency, and/or the Advertiser's media buyer shall, as applicable, each be a party to the contract in respect of the insertion of such advertisement and shall be jointly and severally liable to the Publisher in respect of all matters arising under the contract. The Advertiser's advertising agency and/or the Advertiser's media buyer shall be responsible for making the Advertiser aware of such liability and shall be deemed in all circumstances to be the agent of the Advertiser.

(2) any information supplied in connection with the Advertisement is complete, true & accurate.

(3) in relation to any and all Advertisements the Buyer contracts with the Publisher as principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser or in any other representative capacity.

(4) should the Buyer change its name, trading style, identity, address, or should any other details disclosed by the Buyer to the Publisher change, the Buyer must give written notice to the Publisher within seven (7) Working Days of such change(s).

(5) the publication of the Advertisement by the Publisher (either in the Print or the Online Publication, or both, as the case may be) in the form originally submitted by the Buyer (or as amended pursuant to Condition 4 below) will not breach any contract with a third party or infringe any copyright, trademark or other proprietary right of any third party or otherwise be unlawful or render the Publisher liable to any proceedings, claims, demands, costs or expenses or any other loss whatsoever.

(6) any and all other Advertiser Dependencies will be met and, unless otherwise agreed in writing by the Publisher, all copy for any Advertisements will be delivered to the Publisher in an approved digital format and/or file configuration and, in the case of an Advertisement to be published in a Print Publication, delivered at least 21 Working Days prior to the Copy Deadline.

(7) in the case of any Advertisement submitted for publication by the Buyer which contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person or any material by which any living person may be identified, the Buyer or the Advertiser has obtained the authority of that living person to make use of his or her identity, name, image, representation and/or copy.

(8) in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Advertiser is, or its content has been approved by an authorised person within the meaning of the Act or the Advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001 or under any other legislation subordinate to the Act.

(9) where the Buyer is the Advertiser's agent, the Buyer is authorised by the Advertiser to place the Advertisement with the Publisher and the Buyer will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from publication of the same.

(10) the Buyer has retained sufficient quantity and quality of any artwork, film or other materials and copy relating to the Advertisement as the Publisher shall not be liable for the damage or loss of any of these items submitted to the Publisher.

(11) the Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) and applicable laws for the time being in force or applicable to the United Kingdom.

(12) all advertising copy submitted to the Publisher is legal, decent, truthful & honest, and complies with the British Code of Advertising, any Direct Marketing & Sales Promotion and all other relevant codes under the general supervision of the Advertising Standards Authority.

(13) all instruction, artwork or other materials submitted to the Publisher by electronic means shall not contain files programs designed to interrupt, damage, destroy, software viruses or limit the functionality of any computer hardware or software or equipment, and shall not be corrupted.

5. Advertisements: Responsibility and Liability

5.1 The Buyer shall indemnify and keep indemnified the Publisher against all proceedings claims demands, damages, costs, expenses or any other loss whatsoever arising directly or reasonably foreseeable as a result of (i) the publication of the Advertisement or (i) any breach of the Buyer's obligations under these terms and conditions or implied by law.

5.2 With regard to the actual or intended insertion of an Advertisement in any Print or Online Publication the Publisher shall not be responsible to the Buyer or liable for.

(1) checking that the Advertisement is correct and in the form it is received from the Buyer.

(2) any error in the Advertisement in the form it is received from the Buyer.

(3) the failure, corruption or malfunction of any system of electronic publication, whether by means of electronic storage, display or retrieval equipment or otherwise.

(4) the repetition of any error in an Advertisement ordered for more than one insertion.

(5) the distribution in specific geographical area of the Print or Online Publication.

(6) the placement, wording, representation, or quality of colour or mono reproduction of the Advertisement.

(7) the actual prominence or positioning of the Advertisement in the Print and/or Online Publication (as the case may be).

(8) any loss whatsoever caused by delay or failure by the Publisher to issue the Print or Online Publication on the due date (or such other date of release, publication or display, as the case may be), or

the Publisher's decision to cease the Print or Online Publication or altogether suspend the Print and/or Online publication;

(9) the payment of any damages or other compensation for breach of contract because of the Publisher's failure to perform any of its obligations under these terms and conditions if such failure is caused by anything beyond the Publishers reasonable control (that is to say as a result of force majeure) including acts or threats of terrorism, strikes, lock-outs or other industrial actions or trade disputes, whether involving the Publisher's employees or those of any third party;

(10) any loss whatsoever caused as a consequence of any artwork, instructions or any other material relating to the Advertisement being submitted by the Buyer in electronic form that is in breach of the warranty at Condition 3(h) above;

(11) any matter of complaint, claim or query (whether in relation to the Advertisement, in which case Condition 5.3 shall apply, or the Publisher's invoice related thereto) unless raised with the Publisher in writing within five (5) Working Days following the publication of the Advertisement or at the date on which it is claimed the Advertisement was intended to appear, or the receipt by the Buyer of the invoice giving rise to it; and

(12) any failure of the Advertisement to meet or generate any target response levels, page impressions or reader enquiries.

5.3 Subject to Condition 5.2, if an Advertisement contains an error caused by the Publisher and this detracts materially from the Advertisement then provided the Buyer gives written notice to the Publisher of the error in the Advertisement (as the case may be):

(1) within seven (7) Working Days of its publication or display in the case of a single order; or

(2) either before the Copy Deadline of the next insertion or subsequent activation date (as the case may be) in the case of a series order the Publisher will at its discretion either:

(3) publish the Advertisement for a second time without charge and to that extent such credit or re-publication (as the case may be) shall be the Publisher's maximum liability to the Buyer. Such matter dealt with under this Condition 5.3 shall not affect the liability of the Buyer for payment by the due date of the Publisher's invoice for the Advertisement and all other Advertisements, or

(4) By raising the Buyer credit for the cost of the Advertisement containing the error.

5.4 Except to the extent specified in Condition 5.3, the Publisher shall not be liable for any loss or damage suffered by the Buyer (or the Advertiser) as a result of any total or partial failure of distribution, publication or availability of any Print or Online Publication in which any Advertisement is scheduled to be included, or for any error. Misprint or omission in the printing of any Advertisement.

5.5 The total liability of the Publisher to the Buyer for any act or omission of the Publisher, its employees or agents relating to any Advertisement shall not exceed the amount of the full refund of any price paid to the Publisher for the Advertisement or the cost of any further or corrective Advertisement. Without limiting the foregoing, the Publisher shall not be liable for any loss of profits, business or goodwill and or any indirect or consequential loss.

5.6 Solus newsletters

- 5.6.1 After the activation date has been agreed with the publisher, the buyer can amend the activation date once, providing they have notified the publisher 30 days prior. netMAGmedia reserves the right to change activation dates in extenuating circumstances, but would aim to notify the buyer within a reasonable timeframe.

6. Events, Conference, Podcast, Round Tables and Awards: Responsibility and Liability

The booking and attendance at all Events shall be subject to the following:

- 6.1 **Payment Policy:** Where payment is required to attend an Event, this must be made before the date of the Event. Late payment will result in a 'late payment administration charge'. The relevant fees and payment methods are listed with each Event description.
- 6.2 **Attendee Substitutions:** Entry to Events is permitted only to named individuals who have booked such entry. Should an Attendee wish to nominate someone else to attend in their place, they must contact netMAGmedia Limited at least 48 hours prior to the commencement of the Event, or such other time as is reasonable in the circumstances. For the avoidance of doubt, should you nominate an alternative Attendee, you warrant and confirm that they will agree to the terms and conditions herein, or you shall remain primarily liable for such substitution Attendee. netMAGmedia Limited reserves the right to refuse nominees attending the event, without reason.
- 6.3 **Changes To Events:** netMAGmedia Limited, aims to deliver high quality Events in the manner in which they are advertised. However, it may become necessary to alter and/or change certain elements including by way of example the choice of speakers, venue, date and timings, although this list is illustrative and shall not be deemed to be exhaustive. netMAGmedia Limited shall, where reasonable and possible to do so, make such reasonable changes to Events if necessary, and shall inform Attendees of any such relevant changes in a reasonable time before the relevant Event. For the avoidance of doubt, netMAGmedia Limited shall not be in breach of contract if such changes are necessary, and Attendees shall not be permitted to obtain a refund of any fees payable.
- 6.4 **Cancellations and Refunds:** Once the customer has confirmed purchase of a ticket, via either phone, email, or docusign, there will be a 48 hour cooling off period, where refunds are permitted. After which all tickets for events are non-refundable. They are transferable, by name, to colleagues within the business, with written consent.
- 6.5 **Podcasts/Online Events**
- 6.5.1 netMAGmedia Ltd may require that Attendees access Online Events via a third party website channels such as www.zoom.com. Attendees acknowledge and confirm that such access may require Attendees to be subject to any terms and conditions required by the owner of such third party Channel ("Channel Owner") including any registration requirements, and their privacy policies.
- 6.5.2 netMAGmedia Limited accepts no liability for any error, fault, or interruption in the service of any Channel or Channel Owner.

In accordance with the netMAGmedia Limited Privacy Policy, Attendees consent to our sharing the following information, all in line with GDPR.

- (a) data from Attendee's Member profile, and/or collected upon registration to view the Online Event with the relevant Event Sponsors and Channel Owners;

(b) details of the content you have viewed on that Channel and viewing times with the relevant Channel Owner.

(c) See privacy policy for details

6.5.3 For the purpose of this agreement, “Event Sponsor” means any third party who sponsors an Event in exchange for brand promotion, thought leadership opportunities, and the leads generated from the Event audience where applicable.

6.5.4 Attendees agree that the relevant Channel Owner or Event Sponsor may contact Attendees for such purposes as replying to Attendee queries, improving their services, conducting surveys to deliver promotional material to Attendees. Event Sponsors receiving personal information from netMAGmedia Limited do not have any independent right to share this information. In registering with a Channel to view an Online Event Attendees agree that Attendee’s personal and other information may be shared with the Event Sponsor and we encourage you to review the relevant Event Sponsor’s own privacy policy to ensure Attendee is satisfied with the provisions. Except as previously stated, netMAGmedia Limited does not control the activities of Event Sponsors or Channel Owners in the control and protection of personal information.

6.5.5 For the avoidance of doubt, no liability is accepted on the part of netMAGmedia Limited for any statements or opinions expressed (whether by Attendees, or speakers, or otherwise) at Events.

6.5.6 Event sponsorship and exhibition space: In all cases where an agreement of event sponsorship, incorporating exhibition space, not limited to fixed shell scheme, but also including space provided to a client to erect their own stand; the client must abide by the limitations of the agreement and space provided.

6.5.7 With regards to any sponsor, running a webinar programme or single event through any of our platforms they must agree to:

(1) Whatever pre-agreed timelines, netMAGmedia Limited reserves the right to cancel the event, and offer no refund, if the client deviates from them, thus compromising the success of the event.

(2) If the sponsor requests any delays to the project, which are agreed outside the terms of 6.5.6 from the pre-agreed timelines, then the client will be liable to a £250 per day charge, until the next event date. This will be paid in full before the event.

6.6 Roundtables

6.6.1 Roundtables are considered an ‘Event’, governed by all Terms and Conditions covered within.

6.6.2 With regards to any sponsor, running a roundtable programme or single event through any of our platforms they must agree to:

(1) Whatever pre-agreed timelines, netMAGmedia Limited reserves the right to cancel the event, and offer no refund, if the client deviates from them, thus compromising the success of the event.

(2) If the sponsor requests any delays to the project, which are agreed outside the terms of 6.5.8, from the pre-agreed timelines, then the client will be liable to a £250 per day charge, until the next event date. This will be paid in full before the event.

7. Payment Terms

- 7.1 Payment for any Advertisement or any other goods or services is due in advance of first publication of the Advertisement unless the Publisher has previously agreed in writing to open a credit account for the Buyer, and where a credit account is opened then payment of the account shall become due thirty (30) days after the date of the Publisher's invoice and the Buyer will ensure that payment is received by the Publisher no later than this due date. The Buyer must submit all information requested by the Publisher (including, but not limited to, any relevant purchase order number) and in accordance with the Publisher's instructions and deadlines in order for the Publisher to generate its invoices, and failure to supply such information in accordance with any such request or instructions shall not excuse late or non-payment.
- 7.2 All the rates and charges payable under or with reference to these terms and conditions are subject to and exclusive of Value Added Tax which shall be charged in addition at the rate from time to time in force.
- 7.3 If the Buyer:
- (a) fails to pay the Publisher's invoice in accordance with Condition 6.1 above; or
 - (b) is in breach of any obligation under these terms and conditions the Publisher shall be entitled to terminate its contract with the Buyer immediately (without prejudice to any other right or remedy available to the Publisher whether under these terms and conditions or otherwise) and, without prejudice to the Publisher's right to terminate its contract with the Buyer in such circumstances, the outstanding balance owed by the Buyer shall become due and payable immediately.
- 7.4 Without prejudice to Condition 7.3, the Publisher shall be entitled to:
- (a) charge interest on any outstanding balance owed to the Publisher at the rate of 4% above the base rate of Barclays Bank Plc from the date that the invoice became due for payment until the date it is paid in full (whether before or after Judgment).
 - (b) An administration fee of £25 if any cheque drawn in its favour by the Buyer in purported satisfaction of any unpaid invoice is dishonored on presentation, and
 - (c) instruct a debt collection agency to recover any sum due and in that case all charges incurred by the Publisher as a result of such instruction shall be payable by the Buyer in any event upon demand.
- 7.5 The Publisher reserves the right at its discretion and without notice to the Buyer:
- (a) to charge the Buyer for any extra production and colour processing costs because of any act or omission by the Buyer to supply artwork, film, copy or other materials of sufficient quality or otherwise in accordance with the Advertiser Dependencies; and
 - (b) to change any matters shown on the Rate Card/Media Pack, including in particular (but not limited to), its scale of advertisement rates at any time.

8. Cancellation and Termination

- 8.1 The Publisher shall not be bound by any request from the Buyer to cancel an Advertisement unless such request is received on or no later than the 1st day of the month prior to the Cover Date. The Advertiser should refer to the relevant cover dates shown on the next page.

Publication	Frequency	Cover Date
Architects' Datafile	Monthly	Month of Issue
Housebuilder & Developer	Bi-Monthly	Cover Date
Housing Management & Maintenance	Bi-Monthly	Cover Date
Selfbuilder + Homemaker	Bi-Monthly	Cover Date
Solus Newsletters	Ad hoc	Activation Date
Online Publications	Ad hoc	Activation Date
Events: Conference, Podcast, Roundtable	Ad hoc	Ad hoc

The Advertiser may cancel an Advertisement provided that notice in writing is received by netMAGmedia Limited within the relevant cancellation period. Please send notice of your intention to cancel to info@netmagmedia.co.uk or the person who made your booking.

N.B: This excludes Advertisements booked in Front, Back and Inside covers as these are prepared months in advance of magazine publications.

- 8.2 The Publisher shall be entitled (without prejudice to any other remedy available to it) to treat this contract as repudiated if the Buyer or the Advertiser:
- (a) being an individual dies or makes a voluntary arrangement with his creditors or his estate becomes subject to an administration order or he becomes bankrupt;
 - (b) being a company becomes insolvent, has a receiver appointed to manage its assets or it enters into liquidation or commences to be wound up (other than for the purpose of amalgamation or reconstruction);
 - (c) allows an encumbrance to take possession of any of its property or assets; or
 - (d) is unable to pay its debts as they fall due or ceases or threatens to cease to carry on business.
- 8.3 Event Refund and Cancellation
- 8.3.1 In the case of all netMAGmedia Limited "events", including but not exclusively the awards, In-Company Training, all tickets and "sponsorship" purchased can be refunded in full if written cancellation is received 30 days prior to the date of the event, cancellations received after this will be charged at 50%.
- 8.3.2 netMAGmedia Limited reserves the right to cancel any events. If, for any reason, the event is postponed, to another date, venue or format, if the event is postponed within a reasonable timeframe, with similar content, the delegate contract will remain valid and roll over to the new date.
- 8.3.3 Event sponsorship and exhibition space: In all cases where an agreement of event sponsorship, incorporating exhibition space, not limited to fixed shell scheme, but also including space provided to a client to erect their own stand; the client must abide by the limitations of the agreement and space provided. All event sponsorship agreements will be in writing and cannot be broken by the client. netMAGmedia Limited reserves the right to cancel any event sponsorship contracts. If, for any reason, the event is postponed, to another date, venue or format, if the event is postponed within a reasonable timeframe, with similar content, the sponsorship contract will remain valid and roll over to the new date.

9. General

- 9.1 **Governing Law.** These terms and conditions (and the Publisher's contract with the Buyer) shall be governed by and construed according to English Law and the parties submit to the exclusive jurisdiction of the English court.
- 9.2 **Severance.** If any provision of these terms and conditions is or becomes invalid, illegal or void, that shall not affect the validity and legality of the other provisions.
- 9.3 **Waiver.** No failure or delay by the Publisher to exercise any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 9.4 **Third Parties.** None of the provisions of these terms and conditions are intended to confer a benefit on or be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 9.5 **Trading Address and Contact details:**
First Floor, Cointronic House, Station Road, Heathfield, East Sussex TN21 8DF.
Telephone: 01435 863500.
Email: info@netmagmedia.co.uk.