

TERMS AND CONDITIONS OF ADVERTISING SMR/LEG03.0

(www.simplymeetingrooms.co.uk)

(The 'WEBSITE')

1 Introduction

1.1 These terms and conditions (collectively referred to as the 'Terms') will apply to each advertiser who wishes to advertise a venue on the Website (An 'Advertiser').

1.2 Each Advertiser must comply with and adhere to these terms in order to advertise on the website.

1.3 The 'Website' owner is Simply Meeting Rooms Limited of Dorchester House, Station Road, Letchworth Garden City, Hertfordshire, SG6 3AW.

2 Basic Requirements

2.1 Each Advertiser and any material which they submit for advertisement ('material') must comply with the following basic standards:

2.1.1 All material must be legal, decent, honest and truthful (in terms of English law and standards);

2.1.2 Distance selling requirements must be complied with as laid down in English law;

2.1.3 Other applicable trading standards and laws and regulations as the same are created from time to time must be complied with.

3 Using the Service

3.1 The Advertiser receives a user name and password to enable them to log in to the system and personalise their venue page

3.2 Simply Meeting Rooms will pass on to the advertiser enquiries received through the website for their venue

3.3 The Advertiser notifies Simply Meeting Rooms of any subsequent booking of the venue made by enquirers passed on by Simply Meeting Rooms or by enquirers contacting the Advertiser direct after visiting the Website.

3.4 The Advertiser may be exempt from clause 3.3 should they elect for Diamond Membership provided that all membership fees have been paid and up to date.

4 Specific Responsibilities

4.1 Each Advertiser is solely responsible for the accuracy, legality, currency and compliance of its own Material and will be solely liable for false, misleading inaccurate, infringing or other actionable material contained or referred to therein.

4.2 Simply Meeting Rooms is responsible for the legality of any advertorial copy drafted by Simply Meeting Rooms ('Advertorial').

5 Price and Payment

5.1.1 An order made by e-mail or fax to Simply Meeting Rooms is an offer to purchase advertising services from Simply Meeting Rooms (the 'Service') for either 1) an ongoing monthly fee which is currently £18.75 Inc VAT for Platinum members or £56.25 for Diamond Members. The monthly direct debit will be debited from the advertisers account on the 15th day of each month, with the first payment coming out on the first 15th possible after we receive the monthly application order form and direct debit mandate the advertiser is free to cancel their subscription at any time by giving us 14 days written notice (which term shall include letters or emails)

5.1.2 As an alternative to the monthly subscription the advertiser may enter into a 12 month rolling contract for £180 inc. VAT per annum for Platinum Membership or £540 inc. VAT for Diamond Membership, with this option a 20% discount is given.

5.2 The fee for the 'Service' described in clause 5.1.2 above is required in advance

5.3 Payments in relation to clause 5.1.2 may be made using a credit card or debit card, or by cheque, BACs or banks transfer

5.4 Where commission is payable by the Advertiser to Simply Meeting Rooms this will be invoiced by email. Diamond members are exempt from these payments.

6 Advertisers' Warranties

6.1 Each Advertiser warrants to Simply Meeting Rooms that:-

6.1.1 The Material is true and accurate in all respects;

6.1.2 The venue advertised is fit for the purpose for which it is advertised;

6.1.3 There is no reason why a reputable advertising agency should decline to be associated with the advertising of the venue;

6.1.4 The Advertiser is the owner or operator of the venue advertised or has authorisation to act on behalf of the owner/operator

6.1.5 The publication of the Material will not violate or infringe the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights.

6.1.6 The Advertiser must not enter onto their personal page any direct contact numbers or links to their website, or in any way encourage the end user of the website to contact them directly in any way unless they have the written consent from Simply Meeting Rooms by letter or email.

6.1.7 Any advertiser that opts to join as a Diamond member is automatically exempt from clause 6.1.6 and will not have to pay Simply Meeting Rooms commission on any bookings made through the site or arranged through Simply Meeting Rooms in any way.

7 Refunds

7.1 In the event of the Website suffering a substantial period of downtime or repeated short periods of downtime Simply Meeting Rooms may at its absolute discretion refund to the Advertiser a proportion of the fees paid in advance (so far as such fees relate to advertising during the downtime) on a pro rata basis but without further liability to the Advertiser in respect of any director indirect losses whether by way of loss of profit, loss of bargain or otherwise.

8 No Assignment

8.1 An Advertiser shall not be entitled to assign its rights or transfer its obligation under its contract with Simply Meetings Rooms.

9 Indemnity and Waiver in favour of Simply Meeting Rooms

9.1 Each Advertiser agrees to indemnify and keep indemnified Simply Meeting Rooms, its successors and assigns, and its directors, officers, employees and agents (collectively 'Simply Meeting Rooms') from and against any and all liability, damages, losses, claims (including reasonable legal fees) resulting in any way from its use of and from any Material posted on the Website, or arising from any introduction or resulting there from.

9.2 Each Advertiser waives any right to bring any claim or action against Simply Meeting Rooms for

Any loss, damage or injury arising from use of the Website or compliance with these Terms.

10 Exclusion of Warranties and Liability

10.1 Each Advertiser accepts the Website 'AS IS' with any faults for failings and without any Representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement.

10.2 In no event will Simply Meeting Rooms be liable for any injury, loss, claim, damages or any special, incidental, consequential, exemplary or punitive damages of any kind arising out of in connection with the placing of or failure to place any Material or Advertorial on the Website, Whether based in contract, tort and whether negligent (save in the case of injury of death) or Otherwise, even if Simply Meeting Rooms is held by a court of competent jurisdiction to be Unlawful, but that liability may be lawfully limited, Simply Meeting Rooms aggregate total Liability to any Advertiser for all such damages and losses shall be limited to the payments made Under clause 5 during the twelve months preceding the event giving rise to liability.

10.3 This website contains links to other Internet sites and resources. Simply Meeting Rooms is not responsible for either the availability or the content of these outside resources.

11. Term, Automatic Renewal and Termination

11.1 The agreement for Services will be automatically renewed on the same term on a monthly or annual basis defined by the original agreement term if the advertiser does not give written notice (which term shall include letters or emails) to Simply Meeting Rooms that the advertiser does not wish the Services to be renewed at the end of the then current period for which Services are provided (the current term) such notice to be received by Simply Meeting Rooms at least fourteen days prior to the end of the current term

11.2 Without prejudice to any other right or remedy available to it, Simply Meeting Rooms reserves the right to terminate the contract and remove the advertisement from the website at any time for breach of any of the warranties contained in Section 6 above or failure to comply with the notification provisions of clause 3.3 above, or for any reason at the absolute discretion of Simply Meeting Rooms and without obligation to specify its reason.

12 Applicable laws

12.1 Each advertiser agrees that these Terms and any dispute arising in any way in relation to the Website will be governed by and construed in accordance with the applicable laws of England and that the English Courts shall have exclusive jurisdiction in respect of the same

13 International Use

13.1 Simply Meeting Rooms makes no promise that the Website is appropriate for use for venues Outside the United Kingdom and Ireland, and accessing the Website from territories where its Contents are unlawful or illegal is prohibited. If you choose to access this site from locations Outside the United Kingdom and Ireland, you do so at your own initiative and are responsible for Compliance with local laws.

14 General

14.1 In the event that any provision in these Terms is determined to be unenforceable or invalid, such

Provision shall be severed and the remaining provisions which shall be enforceable to the fullest Extent permitted by English Law.

14.2 These terms represent the entire agreement between Advertiser and Simply Meeting Rooms Relating to the subject matter hereof, and supersedes any prior understanding or agreements Regarding the Website.