

# BOAT

International Media

## Standard Terms and Conditions - Revised as of 22 October 2015

### Definitions

In these terms, unless the context otherwise requires:

**BOAT INTERNATIONAL MEDIA LTD** means each of BOAT INTERNATIONAL MEDIA LTD Magazines

**BOAT INTERNATIONAL MEDIA LTD's Website** means the websites located at <http://www.boatinternational.com> and <http://www.dockwalk.com>.

**Advertising Material** means advertising material and any promotional or other material provided to BOAT INTERNATIONAL MEDIA LTD by or on behalf of Client (whether or not produced with the creative assistance of BOAT INTERNATIONAL MEDIA LTD), including inserts, onserts, band-ons, business reply cards, tip-ons, samples and scents;

**Advertising Material Lodgement Requirements** means the requirements for lodgement of Advertising Material with BOAT INTERNATIONAL MEDIA LTD as specified on BOAT INTERNATIONAL MEDIA LTD's Website or otherwise specified by BOAT INTERNATIONAL MEDIA LTD from time to time.

**Booking** means a written or verbal order from Client to BOAT INTERNATIONAL MEDIA LTD requesting the provision of Services;

**Cancellation Date** means the cancellation date applicable to a Publication as specified on BOAT INTERNATIONAL MEDIA LTD's Website or otherwise specified by BOAT INTERNATIONAL MEDIA LTD from time to time;

**Client** means any person who places a Booking or to whom BOAT INTERNATIONAL MEDIA LTD supplies Services;

**Confirmation Advice** means a notice from BOAT INTERNATIONAL MEDIA LTD to Client confirming the details of a Booking and acceptance of the Booking subject to these terms;

**Publication** means a publication or website with which BOAT INTERNATIONAL MEDIA LTD is associated; and

**Services** mean the provision to Client by or on behalf of BOAT INTERNATIONAL MEDIA LTD of advertising opportunities, including advertorials, in a Publication or on a website

### 1. Incorporation

1.1 These terms (together with the applicable Cancellation Date and Advertising Material Lodgement Requirements) govern each supply of Services and, except as modified in accordance with clause 1.2, constitute the entire agreement in connection with each supply of Services. All other express or

implied terms and conditions, including the terms and conditions of Client, are excluded to the extent permitted by law.

1.2 No variation to these terms, whether in a Booking or otherwise, binds BOAT INTERNATIONAL MEDIA LTD unless expressly and specifically agreed in writing by BOAT INTERNATIONAL MEDIA LTD and Client.

1.3 These terms supersede any terms and conditions that have previously governed any supply of Services and prevail to the extent of any inconsistency between a written or verbal quotation or Booking and these terms.

## **2. Pricing advice & Quotations**

2.1 Any written or verbal quotation provided by BOAT INTERNATIONAL MEDIA LTD to Client, whether in the form of a media kit or otherwise, is a mere invitation to treat and does not constitute a contractual offer. All such quotations lapse 30 days after issue, but BOAT INTERNATIONAL MEDIA LTD may vary or withdraw any such quotation at any time.

## **3. Booking Procedure**

3.1 Client may, at any time, make a Booking. A Confirmation Advice will then be issued with respect to the Booking.

3.2 The Confirmation Advice will be emailed or faxed to the Client who shall sign and return it. Should a signed confirmation not be received but the Advertisement Material is provided then these terms bind the Client as if a Confirmation Advice had been issued.

3.3 Client may cancel all or part of a Booking without penalty if written notice is given to BOAT INTERNATIONAL MEDIA LTD's Advertising manager in writing before the Cancellation Date. Bookings accepted by BOAT INTERNATIONAL MEDIA LTD after the Cancellation Date may not be cancelled by Client without payment for the Booking in full.

3.4 If Client cancels all or part of a Booking after the Cancellation Date, BOAT INTERNATIONAL MEDIA LTD is entitled to payment in full for the Booking.

3.5 If BOAT INTERNATIONAL MEDIA LTD fails to issue a Confirmation Advice relating to a Booking but provides the Services requested in that Booking, these terms bind the Client as if a Confirmation Advice had been issued.

## **4. Rates and Payment**

4.1 The applicable rate for any Booking is the rate specified in the Confirmation Advice (or, in the absence of a Confirmation Advice, in the rate card for the applicable Publication as of the date of the Booking). Client must pay the applicable rate for a Booking to BOAT INTERNATIONAL MEDIA LTD at the time of presentation of BOAT INTERNATIONAL MEDIA LTD's invoice for that Booking or on such later date as may be specified by BOAT INTERNATIONAL MEDIA LTD on their invoice.

4.2 Production costs (including those associated with inserts and onserts) are also payable by Client at BOAT INTERNATIONAL MEDIA LTD's standard rates from time to time where production costs are incurred on behalf of Client.

4.3 All BOAT INTERNATIONAL MEDIA LTD rates or costs are exclusive of any applicable VAT. BOAT INTERNATIONAL MEDIA LTD will issue a VAT invoice to Client in relation to any supply that is subject to VAT. The amount of VAT payable by Client shall be calculated by multiplying the VAT exclusive sum payable for Services by the rate of VAT applicable at the time of the supply.

4.4 Without prejudice to any other remedy, BOAT INTERNATIONAL MEDIA LTD may charge interest on any overdue payments at 1.5% per month following the payment terms as specified on the invoice.

## **5. Conditions of Services**

5.1 BOAT INTERNATIONAL MEDIA LTD may, in its absolute discretion, refuse to accept any Advertising Material and cancel or reschedule any Booking or refuse to provide any Services.

5.2 A Booking must not be resold or sub-licensed by Client or used other than for Advertising Material referred to in the applicable Confirmation Advice.

5.3 BOAT INTERNATIONAL MEDIA LTD makes no warranties in relation to proximity of Advertising Material in a Publication relative to Advertising Material relating to competing products or services.

5.4 Where, in connection with the provision of Services, BOAT INTERNATIONAL MEDIA LTD provides creative services to Client, Client acknowledges that BOAT INTERNATIONAL MEDIA LTD does so as agent for Client and that Client is solely responsible for the products of such creative services, including their compliance with applicable laws, regulations and codes of conduct.

## **6. Supply of Advertising Material**

6.1 Client must lodge Advertising Material that complies with the Supply of Advertising Material requirements and specifications detailed on the website at <http://www.boatinternationalmedia.com>.

6.2 If Advertising Material is not lodged as required by BOAT INTERNATIONAL MEDIA LTD, BOAT INTERNATIONAL MEDIA LTD is entitled to payment for the Booking and may, at its discretion, use Advertising Material previously provided by Client. Once booked, unless cancelled as per the cancellation clause below, Client is still responsible for payment as booked even if no Advertising Material is lodged.

6.3 BOAT INTERNATIONAL MEDIA LTD reserves the right to place the word "advertisement", "promotion" or similar wording within or adjacent to any Advertising Material which, in BOAT INTERNATIONAL MEDIA LTD's opinion, resembles editorial material.

6.4 No responsibility is taken by BOAT INTERNATIONAL MEDIA LTD for any Advertising Material submitted. No advertising material will be returned to the Client and BOAT INTERNATIONAL MEDIA LTD does not warrant the storage of said materials and you hereby consent to its destruction.

6.5 Client must lodge Advertising Material before the deadlines advised by BOAT INTERNATIONAL MEDIA LTD. Failure to do so may result in a “no show” in the publication, however BOAT INTERNATIONAL MEDIA LTD is entitled to charge for the booking.

6.6 Cancellation of a booking will only be accepted in writing if received prior to 30 days before the advertising deadline, (The Cancellation Date), as specified on the website for each publication. Client must obtain PROOF OF CANCELLATION in the form of a registered / recorded postal delivery, and email receipt or a cancellation confirmation in writing from BOAT INTERNATIONAL MEDIA LTD. Failure to provide such evidence shall deem the cancellation null and void and payment for the advert shall be due.

## **7. Referrals and use of Personally Identifiable Information**

7.1 Where the Client has booked Services to enable visitors to BOAT INTERNATIONAL MEDIA LTD sites and publications to ‘make an enquiry’ directly to Client as a result of any Advertising Material, then such information is personally identifiable information of that user (“PII”) and can only be used strictly in accordance with BOAT INTERNATIONAL MEDIA LIMITED’s Privacy Policy and Cookie Policy. All information including all personal information provided by BOAT INTERNATIONAL MEDIA LIMITED to the Client is solely for the purposes of responding to such enquiry and not for any other purpose. The Client must strictly adhere to the principles set out in the Data Protection Act when managing such PII. The Client must not use such PII for any other purposes other than responding to such enquiry. Should the Client wish to use the PII for any other purpose including its own marketing purposes or the marketing purposes of any third party, then the Client must seek the prior consent of the owner of the PII.

## **8. Warranties**

8.1 Client warrants and represents to BOAT INTERNATIONAL MEDIA LTD that Advertising Material lodged with BOAT INTERNATIONAL MEDIA LTD (whether or not BOAT INTERNATIONAL MEDIA LTD provided creative services in relation to that Advertising Material):

(a) complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of the Advertising Material and determined by any relevant regulatory agency or industry self-regulatory body;

(b) complies with any standard, guideline or requirement specified by BOAT INTERNATIONAL MEDIA LTD and notified to Client from time to time;

(c) does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person;

(d) is not false or misleading and is true in substance and in fact;

(e) Does not knowingly infringe any laws or human rights.

(f) does not contain anything which may give rise to any cause of action by a third party against BOAT INTERNATIONAL MEDIA LTD, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.

8.2 Client warrants to BOAT INTERNATIONAL MEDIA LTD that Client is acting in its own right, as principal, and not as agent for, or otherwise on behalf of, any other party in relation to Client's dealings with BOAT INTERNATIONAL MEDIA LTD.

8.3 In the event that the Client is an Agency, booking on behalf of another entity, the Client must make BOAT INTERNATIONAL MEDIA LTD aware of this fact in writing and provide evidence of its authority to act on behalf of the entity. In this instance the client warrants that they are liable for the debt arising from this contract unless otherwise specifically stated in writing and accepted in writing by BOAT INTERNATIONAL MEDIA LTD.

8.4 The Client undertakes to comply at all times with (i) BOAT INTERNATIONAL MEDIA LTD's Privacy Policy, (ii) these Terms and Conditions and (iii) the terms of the Data Protection Act 1998.

## **9. Indemnity**

Client indemnifies BOAT INTERNATIONAL MEDIA LTD, its officers, employees, agents and affiliates (and their employees and agents) against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by BOAT INTERNATIONAL MEDIA LTD, its officers, employees, agents and affiliates (and their employees and agents) as a result of any breach by Client of these terms (including the warranties in clause 7) or otherwise (including in connection with recovering any amounts owed to BOAT INTERNATIONAL MEDIA LTD by Client) arising from publication of Advertising Material or cancellation of or failure to publish any Advertising Material or otherwise in connection with such advertising.

## **10. Liability**

10.1 BOAT INTERNATIONAL MEDIA LTD (and its officers, employees, agents and affiliates) is not liable under these terms or otherwise in law for any indirect, special, economic or consequential loss or damage suffered or incurred by Client (or any other person) or loss of revenue, profit, goodwill, data or opportunity or loss of anticipated saving whether caused by negligence or otherwise and whether or not BOAT INTERNATIONAL MEDIA LTD was aware or should have been aware of the possibility of such damage.

10.2 To the extent permitted by law, all representations, conditions and warranties, whether based in statute, common law or otherwise, are excluded. Liability of BOAT INTERNATIONAL MEDIA LTD for any breach of a term or condition whether implied by law or otherwise is limited, at BOAT INTERNATIONAL MEDIA LTD's option, to the supply of the Service (or part thereof) again or the payment for the cost of having the Service (or part thereof) supplied again.

10.3 BOAT INTERNATIONAL MEDIA LTD is not liable for any delay or failure to perform the Services which is due to any act of God, revolution, unlawful act against public order or authority, breakdown of plant, industrial dispute, government or legal restraint or any event not within the reasonable control of BOAT INTERNATIONAL MEDIA LTD.

## **11. Credit Accounts**

11.1 BOAT INTERNATIONAL MEDIA LTD may, at any time and in its absolute discretion, cancel, alter or suspend any credit terms (if applicable) when, in BOAT INTERNATIONAL MEDIA LTD's opinion, the

financial condition of Client or the status of Client's account requires it and Client agrees to pay on demand all sums owing in connection with any credit facility in the event the credit facility is suspended or cancelled.

11.2 If BOAT INTERNATIONAL MEDIA LTD grants any credit facility to Client, Client agrees that a demand purporting to be signed on behalf of BOAT INTERNATIONAL MEDIA LTD identifying unpaid amounts is conclusive evidence that such amounts are payable and unpaid.

11.3 Client agrees that:

(a) each Booking it makes shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and

(b) when any Booking is made, Client shall inform BOAT INTERNATIONAL MEDIA LTD of any facts which might reasonably affect any decision to accept the Booking and/or grant credit. Any failure to do so shall be deemed to create an inequality of bargaining position, the taking of an unfair advantage of BOAT INTERNATIONAL MEDIA LTD and to be unconscionable, misleading and deceptive.

(c) that the person signing the booking on behalf of Client is authorised to incur such cost on behalf of the Client company.

## **12. General**

12.1 These terms and any agreement between Client and BOAT INTERNATIONAL MEDIA LTD are governed by the laws of England and Wales and each party submits to the jurisdiction of courts exercising that jurisdiction.

12.2 These terms are binding on BOAT INTERNATIONAL MEDIA LTD and Client and their respective successors.

12.3 The invalidity or unenforceability of any provision of these terms does not affect the validity or enforceability of the remaining provisions.

12.4 BOAT INTERNATIONAL MEDIA LTD reserve the right to refuse to display advertising or allow access to it's events if the client concerned has any outstanding debts owing to BOAT

### **Boat International Publications**

### **2015-2016 Production Schedule**

<b>Publication/ Website</b>	<b>Issue No.</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>	<b>On Sale</b>
Boat International	354	Dec-15	17-Sep	13-Oct	12-Nov
Boat International	355	Jan	15-Oct	10-Nov	10-Dec
Boat International	356	Feb	19-Nov	04-Dec	14-Jan
Boat International	357	Mar	17-Dec	14-Jan	11-Feb
Boat International	358	Apr	13-Jan	10-Feb	10-Mar

Boat International	359	May	18-Feb	17-Mar	14-Apr
Boat International	360	Jun	16-Mar	13-Apr	12-May
Boat International	361	Jul	13-Apr	11-May	09-Jun
Boat International	362	Aug	19-May	16-Jun	14-Jul
Boat International	363	Sep	16-Jun	14-Jul	11-Aug
Boat International	364	Oct	13-Jul	10-Aug	08-Sep
Boat International	365	Nov	18-Aug	15-Sep	13-Oct
Boat International	366	Dec	15-Sep	13-Oct	10-Nov
Boat International	367	Jan	13-Oct	10-Nov	08-Dec
Boat International	368	Feb	04-Nov	02-Dec	12-Jan
WSA Programme		May	10-Mar	07-Apr	16-May
SHOWBOATS	94	Dec/Jan	28-Sep	26-Oct	08-Dec
SHOWBOATS	95	Feb	06-Nov	04-Dec	19-Jan
SHOWBOATS	96	Mar	14-Dec	11-Jan	23-Feb
SHOWBOATS	97	Apr	11-Jan	08-Feb	22-Mar
SHOWBOATS	98	May	08-Feb	07-Mar	19-Apr
SHOWBOATS	99	June	14-Mar	11-Apr	24-May
SHOWBOATS	100	Jul/Aug	15-Apr	13-May	28-Jun
SHOWBOATS	101	September	13-Jun	11-Jul	23-Aug
SHOWBOATS	102	October	11-Jul	08-Aug	20-Sep
SHOWBOATS	103	November	15-Aug	12-Sep	25-Oct
SHOWBOATS	104	Dec	12-Sep	10-Oct	22-Nov
SHOWBOATS	105	Jan	10-Oct	07-Nov	20-Dec
S/BOATS charter fleet index		Dec-15	05-Oct	02-Nov	N/A
S/BOATS Awards supp		Feb-16	25-Dec	22-Jan	23-Feb
Dockwalk	12	Dec-15	25-Sep	23-Oct	13-Nov
Dockwalk	1	Jan-16	23-Oct	20-Nov	11-Dec
Dockwalk	2	Feb-16	20-Nov	18-Dec	22-Jan
Dockwalk	3	Mar-16	01-Jan	29-Jan	19-Feb
Dockwalk	4	Apr-16	29-Jan	26-Feb	18-Mar
Dockwalk	5	May-16	25-Feb	24-Mar	15-Apr
Dockwalk	6	Jun-16	31-Mar	28-Apr	20-May
Dockwalk	7	Jul-16	29-Apr	27-May	17-Jun
Dockwalk	8	Aug-16	27-May	24-Jun	15-Jul
Dockwalk	9	Sep-16	24-Jun	22-Jul	12-Aug
Dockwalk	10	Oct-16	27-Jul	24-Aug	16-Sep
Dockwalk	11	Nov-16	26-Aug	23-Sep	14-Oct
Dockwalk	12	Dec-16	23-Sep	21-Oct	11-Nov
Dockwalk	1	Jan-17	28-Oct	25-Nov	16-Dec

Superyachts	Vol 30		30-May	27-Jun	03-Oct
BI RUSSIA	66	Jan/Feb	30-Oct	27-Nov	23-Dec
BI RUSSIA	67	Mar/Apr	04-Jan	01-Feb	28-Feb
BI RUSSIA	68	May/June	04-Mar	01-Apr	30-Apr
BI RUSSIA	69	July/Aug	04-May	01-Jun	30-Jun
BI RUSSIA	70	Sept/Oct	04-Jul	01-Aug	31-Aug
BI RUSSIA	71	Nov/Dec	02-Sep	30-Sep	30-Oct
BI RUSSIA	72	Jan/Feb	03-Nov	01-Dec	23-Dec
BI BRAZIL					
BI BRAZIL					
BI BRAZIL					
BI BRAZIL					
BI BRAZIL					
BI BRAZIL					
Boatinternational.com		Oct-15	17-Aug	21-Sep	
Boatinternational.com		Nov-15	21-Sep	19-Oct	
Boatinternational.com		Dec-15	19-Oct	16-Nov	
Boatinternational.com		Jan-16	27-Nov	25-Dec	
Boatinternational.com		Feb-16	28-Dec	25-Jan	
Boatinternational.com		Mar-16	26-Jan	23-Feb	
Boatinternational.com		Apr-16	26-Feb	25-Mar	
Boatinternational.com		May-16	27-Mar	24-Apr	
Boatinternational.com		Jun-16	27-Apr	25-May	
Boatinternational.com		Jul-16	27-May	24-Jun	
Boatinternational.com		Aug-16	27-Jun	25-Jul	
Boatinternational.com		Sep-16	28-Jul	25-Aug	
Boatinternational.com		Oct-16	27-Aug	24-Sep	
Boatinternational.com		Nov-16	27-Sep	25-Oct	
Boatinternational.com		Dec-16	27-Oct	24-Nov	
Dockwalk.com		Oct-15	17-Aug	21-Sep	
Dockwalk.com		Nov-15	21-Sep	19-Oct	
Dockwalk.com		Dec-15	19-Oct	16-Nov	
Dockwalk.com		Jan-16	27-Nov	25-Dec	
Dockwalk.com		Feb-16	28-Dec	25-Jan	
Dockwalk.com		Mar-16	26-Jan	23-Feb	
Dockwalk.com		Apr-16	26-Feb	25-Mar	
Dockwalk.com		May-16	27-Mar	24-Apr	
Dockwalk.com		Jun-16	27-Apr	25-May	
Dockwalk.com		Jul-16	27-May	24-Jun	
Dockwalk.com		Aug-16	27-Jun	25-Jul	

Dockwalk.com		Sep-16	28-Jul	25-Aug	
Dockwalk.com		Oct-16	27-Aug	24-Sep	
Dockwalk.com		Nov-16	27-Sep	25-Oct	
Dockwalk.com		Dec-16	27-Oct	24-Nov	