



Standard Terms and Conditions - Revised as of 14 December 2018

## 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, 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 onsets) 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 30days 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 bylaw 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 BOATINTERNATIONAL 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 Schedule

<b>Publication</b>	<b>Issue No.</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>	<b>On Sale</b>
Boat International	392	Feb-19	30-Oct	30-Nov	10-Jan
Boat International	393	Mar-19	17-Dec	17-Jan	14-Feb
Boat International	394	Apr-19	12-Jan	12-Feb	14-Mar
Boat International	395	May-19	14-Feb	14-Mar	11-Apr
Boat International	396	Jun-19	09-Mar	09-Apr	09-May
Boat International	397	Jul-19	14-Apr	14-May	13-Jun
Boat International	398	Aug-19	11-May	11-Jun	11-Jul
Boat International	399	Sep-19	09-Jun	09-Jul	08-Aug
Boat International	400	Oct-19	13-Jul	13-Aug	12-Sep
Boat International	401	Nov-19	12-Aug	12-Sep	10-Oct
Boat International	402	Dec-19	15-Sep	15-Oct	14-Nov
Boat International	403	Jan-20	14-Oct	14-Nov	12-Dec
Boat International	404	Feb-20	06-Nov	06-Dec	09-Jan

<b>Publication</b>	<b>Issue No.</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>	<b>On Sale</b>
Boat International US Edition	32	Jan-19	21-Oct	21-Nov	11-Jan
Boat International US Edition	33	Feb-19	12-Nov	12-Dec	01-Feb
Boat International US Edition	34	Mar-19	24-Dec	24-Jan	08-Mar
Boat International US Edition	35	Apr-19	21-Jan	21-Feb	05-Apr
Boat International US Edition	36	May-19	21-Feb	21-Mar	01-May
Boat International US Edition	37	Jun-19	18-Mar	18-Apr	03-Jun
Boat International US Edition	38	Jul-19	23-Apr	23-May	03-Jul
Boat International US Edition	39	Aug-19	18-May	18-Jun	31-Jul
Boat International US Edition	40	Sep-19	18-Jun	18-Jul	28-Aug
Boat International US Edition	41	Oct-19	22-Jul	22-Aug	02-Oct
Boat International US Edition	42	Nov-19	19-Aug	19-Sep	30-Oct
Boat International US Edition	43	Dec-19	24-Sep	24-Oct	04-Dec
Boat International US Edition	44	Jan-20	21-Oct	21-Nov	10-Jan

<b>Publication</b>	<b>Issue No.</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>	<b>On Sale</b>
Dockwalk	1	Jan-19	23-Oct	23-Nov	14-Dec
Dockwalk	2	Feb-19	04-Dec	04-Jan	25-Jan
Dockwalk	3	Mar-19	01-Jan	01-Feb	22-Feb
Dockwalk	4	Apr-19	01-Feb	01-Mar	22-Mar
Dockwalk	5	May-19	29-Feb	29-Mar	19-Apr
Dockwalk	6	Jun-19	25-Mar	25-Apr	17-May
Dockwalk	7	Jul-19	24-Apr	24-May	14-Jun
Dockwalk	8	Aug-19	21-May	21-Jun	12-Jul
Dockwalk	9	Sep-19	19-Jun	19-Jul	09-Aug
Dockwalk	10	Oct-19	22-Jul	22-Aug	13-Sep
Dockwalk	11	Nov-19	20-Aug	20-Sep	11-Oct
Dockwalk	12	Dec-19	18-Sep	18-Oct	08-Nov
Dockwalk	1	Jan-20	22-Oct	22-Nov	13-Dec



<b>Publication</b>	<b>Issue No.</b>	<b>Month</b>	<b>Cancellation Date</b>	<b>Advertising Deadlines</b>	<b>On Sale</b>
Interiors 2019	Vol 2	Apr-19	11-Feb	11-Mar	09-Apr
The Superyachts	Vol 33	Sep-19	28-May	28-Jun	01-Oct
Charterfleet 2020		Feb-20	04-Nov	04-Nov	Feb

## Yachts for Sale and Yachts for Charter listings on Boatinternational.com

Data protection requirements under the General Data Protection Regulation

New European data protection legislation called the General Data Protection Regulation ("GDPR") came into force on 25 May 2018. The GDPR requires companies to make certain changes to their policies and procedures governing how they process personal data. Organisations that are non-compliant with the GDPR could face fines of up to the greater of €20 million or 4% of total annual worldwide turnover.

We understand that you (the "**Broker**") perform commercial activities with B.I.M which involve data sharing with Boat International Media. GDPR imposes specific obligations on controllers.

In the event that Terms are not signed and returned, you will be deemed to have agreed and accepted the Terms if you continue to provide services and exchange data with Boat International Media post 25 May 2018.

### 1. Data Protection

1.1. Definitions: In this Clause, the following terms shall have the following meanings:

(a) "**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**" (and "**process**") and "**special categories of personal data**" shall have the meanings given in EU Data Protection Law; and

(b) "**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question, including, where applicable, EU Data Protection Law.

(c) "**EU Data Protection Law**" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data (the "**Directive**"); (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (the "**GDPR**"); (iii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iv) any and all applicable national data protection laws made under or pursuant to (i), (ii) or (iii); in each case as may be amended or superseded from time to time.

(d) "**Permitted Purpose**": refers to contacting individuals via the data provided for the means in which they have submitted their enquiry only, answering any questions they may have relating to the purchase of charter of a yacht. The individual cannot be contact for additional or future purposes or added to any mailing or marketing lists, unless they subscribe or have subscribed separately.

1.2. Disclosure of data: Boat International Media will disclose the following categories of personal data: Customer name, customer email, customer enquiry/message, yacht in question, (the "**Data**") to Broker to process strictly for the purposes described in this letter agreement (or as otherwise agreed in writing by the parties) (the "**Permitted Purpose**").

1.3. Relationship of the parties: The parties acknowledge that Boat International Media is a controller of the Data it discloses to Broker, and that Broker will process the Data as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers.

1.4. Compliance with law: Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. In particular (and without limitation):

(a) Boat International Media shall be responsible for complying with all necessary transparency and lawfulness requirements under Applicable Data Protection Law in order to disclose the Data to Broker to process for the Permitted Purpose; and

(b) Broker shall be separately and independently responsible for complying with Applicable Data Protection Law in respect of its processing of Data it receives from Boat International Media.

1.5. Security: Broker shall implement technical and organisational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Data (a "Security Incident").

1.6. Subcontracting: Broker may, at its election, appoint third party processors to process Data for the Permitted Purpose, provided that such processors: (a) agree in writing to process Data in accordance with Broker's documented instructions; (b) implement appropriate technical and organisational security measures to protect the Data against a Security Incident; and (c) otherwise provide sufficient guarantees that they will process the Data in a manner that will meet the requirements of Applicable Data Protection Law.

1.7. Cooperation: In the event that either Party receives any correspondence, enquiry or complaint from a data subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of the Data by Boat International Media to Broker for the Permitted Purpose; or (b) processing of Data by the other Party, it shall promptly inform the other Party giving full details of the same, and the Parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Data Protection Law.

1.8. International transfers: Broker shall not process any Data (nor permit any Data to be processed) in a territory outside of the European Economic Area ("**EEA**") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

1.9. Survival: Upon termination or expiry of this letter agreement, Broker may continue to process the Data provided that such processing complies with the requirements of this