

## Display Advertising Terms

1. In these conditions:
  - (2) Machinecompare.com means Machinecompare.com Limited;
  - (3) the 'Advertiser' means the person placing with Machinecompare.com the order for the insertion of the advertisement on the Website, whether such person be the Advertiser as manufacturer, seller or distributor of the product or service promoted thereby or making the announcement therein or the Advertiser's advertising agency or media advertiser;
  - 1 the 'Price List' means Machinecompare.com's Price List in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles, and standard conditions;
  - 1.1 an 'Advertisement' means the matter to appear on www.machinecompare.com; and
  - 1.5 the 'Website' means the website at www.machinecompare.com owned and operated by Machinecompare.com Limited in or with which the advertisement is to appear or has appeared.
2. The Advertiser warrants that:
  - 2.1 in relation to an Advertisement the Advertiser contracts with Machinecompare.com as a principal notwithstanding that the Advertiser may be acting directly or indirectly as an advertising agent or media agent or in some other representative capacity;
  - 2.2 the reproduction and/or publication of the Advertisement by Machinecompare.com as originally submitted or as amended pursuant to condition 3 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render Machinecompare.com liable to any proceedings whatsoever;
  - 2.3 any information supplied in connection with the Advertisement is accurate, complete and true;
  - 2.4 in respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Advertiser (or their client) has obtained the authority of such living person to make use of such name, representation and/or copy;
  - 2.5 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) for the time being in force or applicable in the United Kingdom; and
  - 2.6 all advertising copy submitted to Machinecompare.com is legal, decent, honest and truthful.
- 1.2
3. Machinecompare.com may, without derogation from the warranties contained in condition 2, refuse or require to be amended any artwork, materials and copy for or relating to an Advertisement so as:
  - 3.1 to comply with the legal or moral obligations placed on Machinecompare.com or the Advertiser; or
  - 3.2 to avoid infringing a third party's rights.

Po Box 3827  
Chester  
CH1 9BD



Tel No: +44 (0) 1244 746 066  
Fax No: +44 (0) 1244 323 366  
E-Mail: info@MachineCompare.com  
Web: www.MachineCompare.com

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4. Machinecompare.com has the right at its discretion to decline to publish, or to omit, suspend or change the position of, any Advertisement otherwise accepted for insertion. However, Machinecompare.com will use reasonable efforts to comply with the wishes of the Advertiser although it does not warrant the date of insertion, the wording, or the quality of the reproduction of the Advertisement.
5. Machinecompare.com will not be liable for any loss of copy, artwork, photographs or other materials, which the Advertiser warrants that it has retained for whatever purpose.
6. Where the Advertiser is an advertising agency, the Advertiser warrants that it is authorised by their client to place the Advertisement with Machinecompare.com and the Advertiser will indemnify Machinecompare.com against any claim made against Machinecompare.com arising from the publication thereof.
7. Machinecompare.com shall have the right to change its scale of advertisement rates at any time.
8. Machinecompare.com shall not be bound by a stop order or cancellation or transfer of the Advertisement unless it meets the requirements specified on the Price List, and any such instruction otherwise than prior to the deadline thereof shall not (even though it be followed by Machinecompare.com) affect the Advertiser's liability for payment for the Advertisement. Machinecompare.com may treat as a cancellation the fact that the Advertiser is deemed unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123 or is otherwise in breach of any of these conditions.
9. Any agreement made between the Advertiser and Machinecompare.com for a fixed term shall continue for that term until and unless terminated or varied in accordance with these terms. The length of the term of any agreement shall be agreed prior to it being entered into and may not be terminated early by the Advertiser without payment in full of the charges to the expiry of the term.
10. Should the Advertiser wish to vary the term of the agreement and Machinecompare.com agrees, there shall be no additional cost to the Advertiser for doing so save as expressly agreed by the parties.
11. (a) In the absence of any other specific arrangement between Machinecompare.com and the Advertiser, payment in respect of the Advertisement is due immediately in advance of publication, except where Machinecompare.com has agreed to allow credit to the Advertiser on the 30th day following the date on which the Advertisement appeared (or, if such 30th day is not a working day, the working day immediately prior to such 30th day).  
(b) Full details of each remittance are to be supplied to Machinecompare.com by the due time. Payment shall mean the receipt by Machinecompare.com at its principal place of business (or elsewhere as it may direct) of cash or a cheque or at its bank of money transferred electronically or through the clearing banks' giro credit system.  
(c) Machinecompare.com Limited shall continue to deduct payments from the credit/debit card/account details provided by the Advertiser via the 3<sup>rd</sup> party online payment system or via standing order (as the case may be) every 28 days until such time as the Advertiser shall instruct Machinecompare.com Limited that the Advertisement is to be withdrawn or the payments are to cease at the expiry of the agreed term of the agreement.

*Our standard Terms of Contract shall, unless otherwise agreed in writing, govern every contract entered into by our Company. A copy is available on request.*

Registered in England, Number 9169101

Registered office: c/o 651 A Mauldeth Road West, Chorlton, Manchester, M21 7SA

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- (d) Any cancellation or failure by the Advertiser to make automated payments to Machinecompare.com via the Stripe online payment system shall incur the charges and interest at clause 14 and the Advertiser shall continue to remain liable for all sums due to Machinecompare.com in accordance with these terms.
12. All payments debited from the Advertiser's account shall have the reference www.machinecompare.com and state the total amount charged to the Advertiser.
  13. Payment for the Advertisement shall be made as aforesaid whether or not the Advertiser shall have:
    - 13.1 received Machinecompare.com's invoice; or
    - 13.2 provided Machinecompare.com with an order number at the time the Advertisement was booked.
  14. The Advertiser agrees to pay to Machinecompare.com in respect of each Advertisement for which payment is not made by the due time:
    - 14.1 the sum of £25 as an administration charge; and
    - 14.2 interest on the amount paid late at the rate of 4% above the base rate of National Westminster Bank plc accruing from day to day (including the day on which payment was due) both before and after judgment.
  15. Any such additional charge is payable within 7 days following delivery of Machinecompare.com's invoice particularising it.
  16. It is the responsibility of the Advertiser to check the correctness of the Advertisement (and of each insertion of the Advertisement if more than one). Without prejudice to condition 6, Machinecompare.com assumes no responsibility for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error occurs. Any other matter of complaint, claim or query (whether in relation to the Advertisement or the invoice) must be raised with Machinecompare.com in writing within 7 days following (as the case may be) insertion of the Advertisement or of the date on which it is claimed the Advertisement should have appeared or of the receipt by the Advertiser of the invoice giving rise to it. Without prejudice to Machinecompare.com's entitlement to be paid for the Advertisement as published a sum representing a reasonable proportion of the charge agreed at the time the Advertisement was booked, Machinecompare.com's liability is limited to a maximum at its option of giving a credit for its charge for the Advertisement or (in an appropriate instance) of publishing the Advertisement for a second time without charge. Such complaint, claim or query shall not affect the liability of the Advertiser for payment by the due time of Machinecompare.com's charges for that and all other advertisements.
  17. While all reasonable endeavours will be made as soon as possible after receipt by Machinecompare.com to forward to the Advertiser or as it may direct any replies to box numbers, Machinecompare.com accepts no responsibility in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.
  18. The Advertiser will indemnify Machinecompare.com and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these conditions or implied by law.

*Our standard Terms of Contract shall, unless otherwise agreed in writing, govern every contract entered into by our Company. A copy is available on request.*

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19. The placing of an order for the insertion of an Advertisement shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by the Advertiser shall be void insofar as they are inconsistent with these conditions.
20. No waiver or indulgence by Machinecompare.com shall be effective save in relation to the matter in respect of which it was specifically given.
21. These conditions shall apply to each contract for the insertion of an Advertisement together with such additional conditions (if any) as may be set out in Machinecompare.com's Price List and in the event of any variations or inconsistency between these conditions and the conditions set out in the Price List, the latter shall prevail.
22. The contract which incorporates these conditions shall be construed under and governed by the law of England and the parties submit to the exclusive jurisdiction of the English courts.