

1 (a) In these Terms and Conditions "the Company" means Combined Media Ltd and "the Client" which expressions shall include any principal on whose behalf the Order Form ("the Order") is signed means the person, firm or company placing the order. Persons signing the order shall be deemed to have the authority to do so from the person, firm or company on whose behalf they are acting or purporting to act. The "Copy Deadline" shall be the copy deadline on the contract or any subsequent deadline agreed by the company.

(b) Orders placed with the Company shall constitute a contract either when the Client signs the Order and re-faxes the order to the Company or sends confirmation via email to the Company.

(c) The Company and the Client acknowledge that these Terms and Conditions have been given due consideration and that they are considered reasonable and fair to both parties.

(d) The Company reserves the right to revise these terms and conditions from time to time.

2 The Company:

(a) will place the Client Profile and/or advertisement upon the digital Publication for the stated duration.

(b) confirms that the digital Publication will be available from within the National Health Service Trust user groups for the agreed duration.

(c) will arrange for the Client to attend an Event to be held at a NHS Trusts within the user group within the stated duration. Should the Client subsequently opt not to attend the Event the Company shall be under no contractual obligation to arrange alternatives. In such circumstances where an Event is not detailed upon the order form, it will not form part of the contract.

(d) will provide the Client with a "pre-flight check" of the Clients' artwork and submit a magazine proof for approval. The Company will correct any issues it notices as part of this process – free of charge.

(e) will complete minor amends to the Client artwork or compile any re-submitted corrected files, this being charges extra at £15.00 each time, which includes an additional magazine proof. More extensive amending or correcting is charged at £45.00 per hour.

3(a) The Client shall supply the Company sufficient wording and layout material for the Client Profile and/or advertisement and/or entry on or before the "Copy Deadline" specified overleaf and if no such date is specified then within 14 days of the Order.

(b) If copy details are not supplied in accordance with the above with the above agreement or by copy deadline, the Company will not proceed with the advert and the client will pay agreed damages as set out below.

(c) If the submitted "proof" has not been returned to the Company within 7 days of submission either signed as approved or accompanied by a letter signifying rejection of "proof", it shall be deemed to be approved correct and published accordingly.

4 In the event of: -

(a) any distress execution or other legal process being levied upon any of the Client's assets

(b) the Client entering into any arrangement or composition with its creditors committing any act of bankruptcy or (being a Corporation) an order being made or an effective resolution being passed for its winding up except for the purpose of amalgamation or reconstruction as a solvent company or a receiver being appointed in respect of the whole or any part of its undertaking or assets;

(c) non-payment by the Client of any monies due from it to the Company;

the Company shall be entitled to cancel this or any contract between the Client and the Company.

5 In the event of any such cancellation by the Company in accordance with Clause 4 above, the client must immediately pay the company the following:

(a) All arrears of the payments due under the contract at the date of cancellation, and

(b) By way of agreed damages, such damages having agreed at the outset of the contract as representing a true and accurate reflection of the company's losses in having to cancel the agreement, the amount outstanding on the contract will be the value as detailed in the total payable box displayed on the order form.

(c) The exercise of the rights conferred by this condition shall be Without Prejudice as to any other rights enjoyed by the company pursuant to the terms and by law.

6 The Company reserves the right to refuse acceptance of or to cancel any order at any time without giving reason (subject to clauses (4) and (5) above).

7 The Company shall not be liable for loss or damage suffered by the Client or a third party by reason of the Client infringing the copyright or trademark or other rights whatsoever of a third party and the Client agrees to indemnify the Company against any cost claims demands and expenses in respect of any infringement thereof.

8 (a) The Company does not undertake with the Client to grant any trade monopoly and reserves the right to publish Client Profiles and/or advertisements of similar trades and businesses or occupations to that or those of the client.

(b) The Company does not agree to provide exclusive right to profile and/or advertise and does not agree to provide special conditions or special positioning of the Client profiles and/or advertisements within a particular category or classified heading unless expressly agreed in writing on the Order form overleaf.

9 (a) Accounts are strictly nett unless otherwise stated.

(b) The total charge for the Client Profile and/or advertisement as set out on the Order form is subject to settlement within 28 days of the Company invoice date.

(c) The Company reserves the right to charge interest on overdue accounts at five per cent above the Base Lending Rate in force at the time the account becomes overdue.

(d) Any payment due under the Order shall be made in full without set off or counterclaim unless expressly agreed to in writing on the Order form.

(e) Upon receipt of any payments against overdue accounts the company may at its discretion transfer your advertisement into another edition of the Publication.

(f) In the event of non payment or non compliance of our payment terms then the Client shall be responsible for all legal, collection and debt recovery fees and costs.

10 Unless otherwise agreed, both parties warrant that they will not:-

(a) approach any organisation the other party introduces on a direct basis including but not limited to the NHS organisation referred to in Clause 2 (c), except where express written consent is obtained from the other party.

(b) accept a direct approach from any organisation the other party introduces including but not limited to the NHS organisation referred to in Clause 2 (c), except where express written consent is obtained from the other party.

11. The Client agrees not to make any direct or indirect approach to any other advertiser within the magazine except where express written consent is obtained from the Company.

12. The Company reserves the right to include an index to the Client profiles and /or advertisements in the Publication and will not be responsible to any client for any error or omission there from.

13. The Client acknowledges and agrees that while the Company will make every effort to position all Client profiles and/or advertisements as per the request(s) overleaf no guarantee can be given regarding the same.

14 (a) Every Order shall be subject to these Terms and Conditions to the exclusion of any other terms.

(b) The applicability of any general Terms and Conditions of the Client is hereby expressly rejected.

(c) These Terms and Conditions can only be amended if the amendment is agreed to by a Director of the Company in writing and by the Client in writing.

15 (a) Commitments made by the Company's agent's representatives or employees are valid only if confirmed in writing and are included within the Order form.

(b) Any representations to be binding on the Company must be specifically agreed to in writing by a Director of the Company.

(c) The Client acknowledges that save in the circumstances specifically provided for in the sub clause (a) and (b) above no representation whether oral or in writing has been made by any of the Company's agents representatives or employees which led the Client to place the Order with the Company.

16 The Company:

(a) is not liable for any time delays or changes to the estimated user group caused by the Trusts or matters outside of its control.

(b) is not liable for any Event cancellations or rescheduling caused by the Trusts or matters outside of its control.

(c) will provide the Client with alternative Events in such circumstances as detailed above in section 16 (b).

17 The Company shall not be liable in any circumstances for loss or damage occasioned directly or indirectly by a delay in the Publication by reason of events or factors beyond the Company's control including (but not limited to) fire, strikes, lock outs, short time, blockades or mechanical breakdown.

18 The restrictions in this agreement (subject to Clause 10) shall be valid for a period of 24 months from the date on which this Agreement is signed.

19 This contract is subject to and governed by the laws of England and Wales and the Client and the Company shall submit to the jurisdiction of the English Courts.