

Terms & Conditions for Advertisers

1. For the purpose of these Terms and Conditions, "Publisher" means BirthIndex.co.uk; "Website" means the website of BirthIndex.co.uk; and "Advertiser" means the party who books advertising space on the Website and/or any agent acting on his/her behalf.
2. By submitting advertising material for publication on the Website, the Advertiser agrees to be bound by these Terms and Conditions.
3. All advertisements are accepted subject to the Publisher's approval of the copy and to the required space being available. The Publisher will endeavour to place an advertisement in the section apparently most appropriate, but reserves the right to make the final decision regarding the position of the advertisement.
4. The Publisher will endeavour to provide an uninterrupted service, but makes no guarantee of this and accepts no liability if an advertisement is not published as a result of failure of performance of the Website. Neither does the Publisher accept any liability for the non-publication of an advertisement arising from power failure, breakdown of machinery, communications failure, strike, theft, unauthorised access to the Publisher's records, Act of God or any other event beyond the Publisher's reasonable control.
5. The Publisher does not guarantee that an advertisement will appear by any particular date, unless it has given the Advertiser express written agreement otherwise.
6. The Publisher will take all reasonable care to avoid mistakes, but does not accept liability for any errors, inaccuracies or omissions due to the acts of third parties, ambiguous copy or any other circumstances beyond its reasonable control.
7. The Advertiser gives warranty that the advertisement does not contravene any law or regulation in England and Wales, nor that of any other jurisdiction where the advertisement might appear as a result of its publication by the Publisher.
8. The Advertiser gives warranty that the advertisement complies with the British Code of Advertising Practice and all other relevant advertising standards prevailing in England and Wales and in any other country where the advertisement might appear as a result of its publication by the Publisher.
9. The Advertiser gives warranty that the advertisement is not harmful, abusive, defamatory, threatening, obscene or invasive of the rights or privacy of any third party.
10. In the event that the Advertiser submits an advertisement that contains material that (in the Publisher's reasonable opinion) breaches any of clauses 7, 8 or 9 above, the advertisement will not be displayed and the Advertiser's payment will not be refunded. This applies equally to any inflammatory claims made about the Advertiser's goods or services which cannot be verified with recognised independent research.
11. All advertisements shall be submitted by the Advertiser in the form stipulated by the Publisher's instructions. If copy is submitted which does not conform to these requirements, the Publisher reserves the right to treat the Advertiser as having cancelled or to make additional charges to the Advertiser.
12. The Publisher reserves the right to place the word "advertisement" with an advertisement which, in the Publisher's opinion, resembles editorial matter.
13. Advertising rates may be revised at any time. Any free advertising is offered ex-gratia. The Publisher will endeavour to take into account the wishes of the Advertiser, but reserves the right to make the final decision regarding whether to include the advertisement, and its format and wording, without obtaining the approval of the Advertiser.
14. The Publisher reserves the right to omit or suspend an advertisement at any time. Any such omission or suspension shall be notified to the Advertiser as soon as possible. Except in the circumstances stipulated in clause 10 above, the Advertiser shall be reimbursed for advertisements cancelled by the Publisher, but the Publisher shall not be liable for any further costs or damages resulting from such an omission or suspension.
15. In no event shall the liability of the Publisher for any breach of contract or in tort exceed the price paid by the Advertiser for the advertisement.

16. In no event shall the Publisher or the Publisher's personnel have any liability, whether in contract, tort or otherwise, for any indirect or consequential loss or damage suffered by the Advertiser, including (without limitation) loss of profit, business opportunities or data, or damage to reputation or goodwill, arising from the Advertiser's use of the Publisher's service.
17. The Advertiser will fully indemnify the Publisher against any losses and costs arising from any breach by the Advertiser of these Terms and Conditions. The Publisher will keep the Advertiser informed of the way in which any claim against the Publisher (in respect of which indemnity is sought by the Publisher from the Advertiser) is handled.
18. These Terms and Conditions shall be governed by the laws of England and Wales, and the Advertiser agrees to submit to the non-exclusive jurisdiction of the English courts with regard to all disputes and claims in connection therewith. Should any provision contained in these Terms and Conditions be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be removed and the remaining provisions continue to be in force.
19. The Publisher reserves the right to change these Terms and Conditions at any time without notice.