



### **Advertiser Terms of Booking**

UK Destination Guide ([www.ukdestinationguide.co.uk](http://www.ukdestinationguide.co.uk)) is a product of Wonderweb Media Limited, a private limited company registered in England and Wales (company registration number 6726777). Contact details for Wonderweb Media Ltd ("Wonderweb Media") can be found on the footer of our emails and on the Wonderweb Media website: [wonderwebmedia.co.uk/contact-wonderweb-media](http://wonderwebmedia.co.uk/contact-wonderweb-media)

### **Definitions:**

For the purpose of these terms and conditions the following definitions apply

**The Company:** Wonderweb Media Ltd

**The Website:** [www.ukdestinationguide.co.uk](http://www.ukdestinationguide.co.uk)

**Advertiser:** any individual, partnership, company or organisation that provides advertisement copy for display on the Website whether on a paying or a time-limited free-trial basis

**User:** any person reading or accessing the Website

### **Order Confirmation**

Advertisers initially make a verbal agreement to buy advertising by telephone. Wonderweb Media will confirm all details of the booking in writing by email. The order becomes a contract which is legally binding on both sides when the advertiser takes any of the following actions:

\*Confirms the order details in writing

\*Sends copy instructions in writing to Wonderweb Media

\*Makes payment for the advertisement

Orders which have not been confirmed within 7 days will not be processed and copy will be removed from the Website

### **Cancellation**

Advertisers commit to a fixed term on the website. They may ask for the advertisement to be removed from the website at any time but once an order has been confirmed no refund will be made.

### **Renewal**

Wonderweb Media will notify the advertiser in advance of the impending renewal date. Payments are due on or before the renewal date. Unless payment is received by the due date the renewal will be cancelled and the advertisement will be removed from the website.

### **Payments Terms**

All payments are subject to the Company's payment terms 14 days net

Advertisers may remove their advertisement from the Website within the fixed term but they will not receive a refund of fees paid.

## **Availability of Service**

The Website is intended to be available to access 24 hours a day, 365 days a year. The Company will endeavour to maintain access on this basis. However the Company will not be liable if for any reason the Website is unavailable at any time or for any period other than a pro rata return of any advertising charges paid if any one period of unavailability is greater than one calendar week. Refunds will not be made if the downtime is a result of a force majeure event (where a force majeure event is an event of the nature of and including but not limited to strikes, failure of a utility service or transport network, act of God, fire, flood, or storm, war, riot, civil commotion, malicious damage (including computer hacking), compliance with any law or governmental order, rule, regulation or direction).

The Company may terminate without prejudice to any other rights or remedies of the Company any agreement or contract it has with an Advertiser.

Access to the Website may be suspended temporarily without notice for maintenance or other purposes.

## **Copyright**

Unless otherwise stated, the rights including copyright in all material on the Website are claimed by Wonderweb Media Ltd either directly or on behalf of the owners of such rights. You are permitted to download, store on a personal hard disc for subsequent referral and to print extracts from this site on the basis that any such use is for personal use only and is solely for the purpose of obtaining holiday information.

Documents or graphics obtained from the Website may not be modified in any way and used for any other purpose either separately or in combination.

If any of the terms and conditions or part thereof are not legally valid or otherwise unenforceable for any reason then the remainder of the terms shall stand and remain in force.

The Company is continually seeking to improve the service it provides to both Advertisers and Users and, with that end in mind, reserves the right to amend, redesign, add or remove features (including search criteria) from the Website without prior notice.

## **Data Protection**

The Company is registered under the Data Protection Act 1998 and Advertisers' data will be held in our databases and relevant details (for example name, address and payment record) may be submitted to a credit reference agency. Users and Advertisers personal data will be processed by and on behalf of the Company.

## **Liability**

The Company provides the Website as a service to Advertisers and Users and by using the Website in either capacity you agree to accept and be bound by these terms and conditions and this will be deemed to commence on first use of the Website.

The Company reserves the right to amend these terms and conditions, and changes will be posted online.

Advertisers and Users are responsible for reviewing on a regular basis any information posted online. Continued use of the Website after changes have been posted will constitute acceptance of the terms and conditions subsequent to modification.

All information on the Website is given in good faith and all reasonable efforts have been made to ensure its accuracy.

The Company cannot take any liability or responsibility for any errors or omissions and cannot guarantee the accuracy of information provided by third parties (including Advertisers) on the Website.

If you are aware of any errors or omissions please let us know so that we can correct it by emailing us:

[sales@wonderwebmedia.co.uk](mailto:sales@wonderwebmedia.co.uk)

The Company cannot accept and expressly disclaims any responsibility for misinterpretation of the information contained on the Website on the part of Users and will not be liable for any loss, disappointment, negligence and or damage resulting from use of the Website.

The Company cannot accept responsibility for information on any external website which is accessed by a link from UK Destination Guide.

Third parties supplying advertising or any other copy or material do so on the basis that they are wholly responsible for ensuring that such material is legal, decent and honest and that they either own copyright or have obtained prior written permission from the copyright owner for use on the Website.

Advertisers indemnify the Company against any claim (including but not limited to costs (including legal fees), liabilities, awards, penalties and damages) incurred or suffered by the Company by reason of a breach of the warranty contained in any of these terms and conditions.

It is the responsibility of Users of the site to ensure that any information provided by Advertisers is current and accurate. Confirmation of the accuracy and currency of information should be sought directly from Advertisers.

The Company cannot accept any liability in the event of the bankruptcy, liquidation or cessation of trade of any Advertiser on the Website.

Under no circumstances will the Company be liable for claims related to the rental of any property, including without limitation, claims relating to fraudulent renters or damages or losses caused by renters.

### **Governing Law**

Contract Rights of Third Parties Act 1999 shall not apply to any agreement or contract you have with the Company.

No variation from any of the above terms and conditions is permitted without prior written permission from Wonderweb Media Ltd.

Any rights not expressly granted in these terms and conditions are reserved.

These terms and conditions shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have sole jurisdiction irrespective of the location of the User or Advertiser.

Any User or Advertiser using this website agrees to be bound by the above terms and conditions.