

## Global Underwater Hub Advertising Terms & Conditions

### 1. Interpretation

1.1 In these Conditions, the following definitions apply:

**Advertising Booking Form:** the Advertising Booking Form completed by Global Underwater Hub (“GUH”) and the Advertiser.

**Conditions:** these terms and conditions.

**Contract:** the contract between GUH and the Advertiser, comprising the Advertising Booking Form and these Conditions, formed in accordance with clause 2.

**GUH:** registered in Scotland with company number SC266233, whose registered office is at 1 Abercrombie Court, Westhill, Aberdeen, AB32 6FE

**Member:** a fully paid-up member of GUH.

**Privacy Policy:** the policies (Privacy Policy and Data Protection Policy) covering GUH use of personal data which can be viewed at <https://www.globalunderwaterhub.com/9367/privacy-policy>

**Advertiser:** the company specified in the Advertising Booking Form.

**Advertising Amount:** the amount payable by the Advertiser to GUH, as set out in the Advertising Booking Form.

1.2 In these Conditions, the following rules of interpretation apply:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender; and
- (b) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

### 2. Basis of Contract

2.1 The signed Advertising Booking Form is an offer by the Advertiser in accordance with these Conditions and does not constitute a contract between GUH and the Advertiser.

2.2 The Contract between GUH and the Advertiser shall only be formed when GUH confirms acceptance of the Advertising Booking Form in writing.

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Advertiser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 The Advertiser warrants that the person submitting and signing the Advertising Booking Form is fully authorised to enter into the Contract on behalf of the Advertiser.

### **3. Advertising Amount and Payment**

- 3.1 The Advertiser shall pay the Advertising Amount within 30 days of receipt of an invoice from GUH. GUH shall issue an invoice for the Advertising Amount on the date of the Contract.
- 3.2 The Advertising Amount is exclusive of any VAT that may be or become payable at the applicable rate.
- 3.3 The Advertiser must pay the Advertising Amount in cleared funds prior to publication
- 3.4 No deductions may be made from, nor purported right of set-off exercised in relation to the Advertising Amount.
- 3.5 Advertisers that book in bulk ("block booking") commit to pay for multiple adverts and will receive a discounted block booking rate. GUH will invoice for each advert booked one month (30 days) prior to each magazine's advertising deadline in which the advert will appear. Cancellation of a block booking by the Advertiser or GUH at any point will forfeit the discount and the Advertiser will be liable for the remaining balance due.

### **4. Advertisers' Obligations**

- 4.1 The Advertiser shall not exercise or use the Advertising Benefits in any way which, in the reasonable opinion of GUH, is prejudicial to the image or reputation of GUH.
  - 4.2 The Advertiser shall:
    - (a) in consultation with GUH, publicise and promote the Publication in which the advert appears in such manner as the Advertiser thinks fit in the course of exercising the Advertising Benefits; and
    - (b) cooperate with GUH in any promotion possibilities for the marketing exposure of the Publication.
  - 4.3 The Advertiser shall be fully responsible for the delivery of its advert by the deadlines as specified by GUH in the agreement.
  - 4.4 The Advertiser shall indemnify and keep indemnified GUH (and any third parties including any other attendees) against any claims, losses, damages, costs (including all reasonable legal costs), expenses, demands or liabilities resulting from or arising from any breach of this clause 4.
- 5.
- 5.1 GUH has the right to cancel the Publication due to circumstances beyond its reasonable control. In such circumstances, if publication is rescheduled the Advertiser may carry over the advert to the next edition. For the avoidance of doubt, the Advertiser shall not be entitled to a refund of Advertising or any other expenses. If the publication is cancelled, GUH shall refund to the Advertiser any Advertising Amount paid in respect of the cancelled Publication. For the avoidance of doubt, any refund shall be limited to the Advertising Amount, and shall not include expenses incurred

by the Advertiser.

- 5.2 If GUH cancels the Publication other than pursuant to clause 5.1, GUH shall refund a reasonable proportion of the Advertising Amount to the Advertiser, except that GUH shall not refund Advertising Amount to the extent that GUH has already committed expenditure or irrevocably agreed to commit expenditure in respect of the Advertiser's advert in the publication.

## 6. **Liability**

- 6.1 Nothing in the Contract limits or excludes GUH's liability for:

- a. fraud or fraudulent misrepresentation; or
- b. any other liability which cannot by law be limited or excluded during or become apparent as a result of publication of the advert;
- c. direct loss of profits or revenue;
- d. direct loss of anticipated profits or revenue;
- e. direct loss of contracts;
- f. direct loss of savings or anticipated savings;
- g. any costs or expenses incurred by the Advertiser or its Representatives in connection with the cancellation or rescheduling of publication; or
- h. any indirect or consequential loss.

- 6.2 Subject to clause 6.1, GUH's maximum aggregate liability in contract, tort (including negligence) or otherwise, howsoever arising, out of or in connection with this Contract, shall be limited to the Advertising Amount paid under this Contract.

- 6.3 GUH shall have no liability whatsoever or howsoever arising in respect of any claim of which it is not notified in writing prior to the first anniversary of this publication.

## 7. **Publicity**

- 7.1 GUH may use information provided by the Advertiser in publicity and sales materials prior to publication. GUH is not responsible for any translation of the information provided by the Advertiser, and the Advertiser is advised to check the accuracy of any translation.

## 8. **Termination**

- 8.1 GUH has the right to terminate the Contract with immediate effect by giving written notice to the Advertiser if the Advertiser fails to pay any monies due to GUH (including membership fees), whether under this Contract or otherwise.
- 8.2 If the Contract is terminated by GUH under clause 11.1, the Advertiser shall not be entitled to a refund of any Advertising Amount paid.
- 8.3 The Advertiser has the right to terminate the Contract at will with immediate effect by giving written notice to GUH, provided that it has paid the Advertising Amount

to GUH in cleared funds. If the Advertiser terminates the Contract under this clause 11.3 and the date of cancellation is:

- (a) more than three months prior to publication, GUH shall refund 75% of the Advertising Amount;
- (b) between two months and three months prior to publication, GUH shall refund 50% of the Advertising Amount; or
- (c) less than two months prior to the Event, GUH shall not refund any of the Advertising Amount.

Any refund by GUH shall be paid within 90 days of termination of the Contract.

8.4 Either party has the right to terminate the Contract immediately by notice in writing if the other party:

- (a) is in material breach of any term of the Contract which would reasonably be regarded as serious. If such a breach is capable of being remedied so that it would no longer be a breach, the right to terminate only exists if the party at fault fails to take steps to remedy the breach within 30 days of notice from the innocent party; and
- (b) becomes insolvent, bankrupt or has a receiver, manager, administrative receiver or liquidator appointed (as applicable).

8.5 The Contract will automatically terminate once Publication has taken place (or if the Contract is for a series of adverts, once the last advert has taken place).

8.6 Termination or expiry of the Contract will not affect the rights and obligations of the parties held prior to the Contract being terminated, and clauses 6.1, 7, 10 and 11 shall survive termination or expiry of the Contract.

## 9. **Force Majeure**

9.1 Neither party shall be liable for any failure to perform, or delay in performance of, any of its obligations under the Contract which is caused by acts, events, omissions or non-events outside its reasonable control (these are commonly known as "**Force Majeure Events**").

9.2 Force Majeure Events include, amongst others, interruptions in power supply, severe weather conditions, fire, flood, storm, earthquake, volcanic eruption, epidemic, pandemic, war, acts of terrorism, riots, uprisings, strikes and restrictions in obtaining materials and labour.

## 10.

10.1 The information which the Advertiser or Representatives supply to GUH may be used for publication (where the Advertiser or Representative provides details for inclusion in GUH's directories, catalogues or Advertiser lists and on GUH's website) and to provide the Advertiser with information about similar events.

- 10.2 The Advertiser acknowledges that the transmission of information over the internet is not completely secure, and any transmission of information by the Advertiser over the internet is at its own risk.
- 10.3 The Advertiser shall indemnify, and keep indemnified, GUH against all costs, expenses, damages, loss, liabilities, demands, claims, fines, actions or proceedings which GUH may suffer or incur arising out of the breach of this clause.

## 11. **General**

- 11.1 The Contract sets out the entire agreement and understanding between the parties in respect of Publication and supersedes any prior agreements, arrangements, representations or understandings (whether oral or written) between the parties in relation to publication. Each party has entered into the Contract in reliance only on the terms specifically contained in the Contract, and except where stated in the Contract, neither party shall have any liability in respect of any other representation, warranty or promise made prior to the Contract.
- 11.2 Any notice to a party under the Contract shall be email as set out in the Advertising Booking Form (the Advertiser) and page one of these Conditions (GUH). If a notice is given in accordance with this clause it shall be deemed to have been received if delivered by email, at the time of sending or, if the email is sent after 5pm or on a day other than a business day, at 9am on the following business day.
- 11.3 The Contract shall not be assigned or transferred in whole or in part by the Advertiser without the prior written consent of GUH.
- 11.4 If GUH fails to enforce a right under the Contract, that failure shall not prevent GUH from enforcing other rights, or the same type of right on a later occasion.
- 11.5 If a court or other authority decides that any provision of the Contract is not valid, or any such provision becomes illegal and unenforceable, the rest of the provisions of the Contract will not be affected.
- 11.6 No purported variation of the Contract shall be effective unless it has been recorded in writing and signed on behalf of each of the parties by their authorised representatives.
- 11.7 No term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it (including, but not limited to, the Representatives).
- 11.8 The Contract and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, or its subject matter or formation shall be governed by Scottish law. The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with it, or its subject matter or formation.