



Standard Terms and Conditions

Definitions

In these terms, unless the context otherwise requires:

BOAT INTERNATIONAL MEDIA LTD means each of BOAT INTERNATIONAL MEDIA LTD Magazines

BOAT INTERNATIONAL MEDIA LTD's Website means the website located at <http://www.boatinternationalmedia.com>

Advertising Material means advertising material and any promotional or other material provided to BOAT INTERNATIONAL MEDIA LTD by or on behalf of Client (whether or not produced with the creative assistance of BOAT INTERNATIONAL MEDIA LTD), including inserts, onsets, band-ons, business reply cards, tip-ons, samples and scents;

Advertising Material Lodgment Requirements means the requirements for lodgment of Advertising Material with BOAT INTERNATIONAL MEDIA LTD as specified on BOAT INTERNATIONAL MEDIA LTD's Website or otherwise specified by BOAT INTERNATIONAL MEDIA LTD from time to time.

Booking means a written or verbal order from Client to BOAT INTERNATIONAL MEDIA LTD requesting the provision of Services;

Cancellation Date means the cancellation date applicable to a Publication as specified on BOAT INTERNATIONAL MEDIA LTD's Website or otherwise specified by BOAT INTERNATIONAL MEDIA LTD from time to time;

Client means any person who places a Booking or to whom BOAT INTERNATIONAL MEDIA LTD supplies Services;

Confirmation Advice means a notice from BOAT INTERNATIONAL MEDIA LTD to Client confirming the details of a Booking and acceptance of the Booking subject to these terms;

Publication means a publication or website with which BOAT INTERNATIONAL MEDIA LTD is associated; and

Services mean the provision to Client by or on behalf of BOAT INTERNATIONAL MEDIA LTD of advertising opportunities, including advertorials, in a Publication or on a website

1. Incorporation

1.1 These terms (together with the applicable Cancellation Date and Advertising Material Lodgment Requirements) govern each supply of Services and, except as modified in accordance with clause 1.2, constitute the entire agreement in connection with each supply of Services. All other express or implied terms and conditions, including the terms and conditions of Client, are excluded to the extent permitted by law.

1.2 No variation to these terms, whether in a Booking or otherwise, binds BOAT INTERNATIONAL MEDIA LTD unless expressly and specifically agreed in writing by BOAT INTERNATIONAL MEDIA LTD and Client.

1.3 These terms supersede any terms and conditions that have previously governed any supply of Services and prevail to the extent of any inconsistency between a written or verbal quotation or Booking and these terms.

2. Pricing advice & Quotations

2.1 Any written or verbal quotation provided by BOAT INTERNATIONAL MEDIA LTD to Client, whether in the form of a media kit or otherwise, is a mere invitation to treat and does not constitute a contractual offer. All such quotations lapse 30 days after issue, but BOAT INTERNATIONAL MEDIA LTD may vary or withdraw any such quotation at any time.

3. Booking Procedure

3.1 Client may, at any time, make a Booking. A Confirmation Advice will then be issued with respect to the Booking.

3.2 The Confirmation Advice will be emailed or faxed to the Client who shall sign and return it. Should a signed confirmation not be received but the Advertisement Material is provided then these terms bind the Client as if a Confirmation Advice had been issued.

3.3 Client may cancel all or part of a Booking without penalty if written notice is given to BOAT INTERNATIONAL MEDIA LTD's Advertising manager in writing before the Cancellation Date. Bookings accepted by BOAT INTERNATIONAL MEDIA LTD after the Cancellation Date may not be cancelled by Client without payment for the Booking in full.

3.4 If Client cancels all or part of a Booking after the Cancellation Date, BOAT INTERNATIONAL MEDIA LTD is entitled to payment in full for the Booking.

3.5 If BOAT INTERNATIONAL MEDIA LTD fails to issue a Confirmation Advice relating to a Booking but provides the Services requested in that Booking, these terms bind the Client as if a Confirmation Advice had been issued.

4. Rates and Payment

4.1 The applicable rate for any Booking is the rate specified in the Confirmation Advice (or, in the absence of a Confirmation Advice, in the rate card for the applicable Publication as of the date of the Booking). Client must pay the applicable rate for a Booking to BOAT INTERNATIONAL MEDIA LTD at the time of presentation of BOAT INTERNATIONAL MEDIA LTD's invoice for that Booking or on such later date as may be specified by BOAT INTERNATIONAL MEDIA LTD on their invoice.

4.2 Production costs (including those associated with inserts and onsets) are also payable by Client at BOAT INTERNATIONAL MEDIA LTD's standard rates from time to time where production costs are incurred on behalf of Client.

4.3 All BOAT INTERNATIONAL MEDIA LTD rates or costs are exclusive of any applicable VAT. BOAT INTERNATIONAL MEDIA LTD will issue a VAT invoice to Client in relation to any supply that is subject to VAT. The amount of VAT payable by Client shall be calculated by multiplying the VAT exclusive sum payable for Services by the rate of VAT applicable at the time of the supply.

4.4 Without prejudice to any other remedy, BOAT INTERNATIONAL MEDIA LTD may charge interest on any overdue payments at 1.5% per month following the payment terms as specified on the invoice.

5. Conditions of Services

5.1 BOAT INTERNATIONAL MEDIA LTD may, in its absolute discretion, refuse to accept any Advertising Material and cancel or reschedule any Booking or refuse to provide any Services.

5.2 A Booking must not be resold or sub-licensed by Client or used other than for Advertising Material referred to in the applicable Confirmation Advice.

5.3 BOAT INTERNATIONAL MEDIA LTD makes no warranties in relation to proximity of Advertising Material in a Publication relative to Advertising Material relating to competing products or services.

5.4 Where, in connection with the provision of Services, BOAT INTERNATIONAL MEDIA LTD provides creative services to Client, Client acknowledges that BOAT INTERNATIONAL MEDIA LTD does so as agent for Client and that Client is solely responsible for the products of such creative services, including their compliance with applicable laws, regulations and codes of conduct.

6. Supply of Advertising Material

6.1 Client must lodge Advertising Material that complies with the Supply of Advertising Material requirements and specifications detailed on the website at <http://www.boatinternationalmedia.com>

6.2 If Advertising Material is not lodged as required by BOAT INTERNATIONAL MEDIA LTD, BOAT INTERNATIONAL MEDIA LTD is entitled to payment for the Booking and may, at its discretion, use Advertising Material previously provided by Client. Once booked, unless cancelled as per the cancellation clause below, Client is still responsible for payment as booked even if no

Advertising Material is lodged.

6.3 BOAT INTERNATIONAL MEDIA LTD reserves the right to place the word “advertisement”, “promotion” or similar wording within or adjacent to any Advertising Material which, in BOAT INTERNATIONAL MEDIA LTD’s opinion, resembles editorial material.

6.4 No responsibility is taken by BOAT INTERNATIONAL MEDIA LTD for any Advertising Material submitted. No advertising material will be returned to the Client and BOAT INTERNATIONAL MEDIA LTD does not warrant the storage of said materials.

6.5 Client must lodge Advertising Material before the deadlines advised by BOAT INTERNATIONAL MEDIA LTD. Failure to do so may result in a “no show” in the publication, however BOAT INTERNATIONAL MEDIA LTD is entitled to charge for the booking.

6.6 Cancellation of a booking will only be accepted in writing if received prior to 30 days before the publication date, (The Cancellation Date), as specified on the website for each publication. Client must obtain PROOF OF CANCELLATION in the form of a registered / recorded postal delivery, and email receipt or a cancellation confirmation in writing from BOAT INTERNATIONAL MEDIA LTD. Failure to provide such evidence shall deem the cancellation null and void and payment for the advert shall be due.

7. Warranties

7.1 Client warrants to BOAT INTERNATIONAL MEDIA LTD that Advertising Material lodged with BOAT INTERNATIONAL MEDIA LTD (whether or not BOAT INTERNATIONAL MEDIA LTD provided creative services in relation to that Advertising Material):

- (a) complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of the Advertising Material and determined by any relevant regulatory agency or industry self-regulatory body;
- (b) complies with any standard, guideline or requirement specified by BOAT INTERNATIONAL MEDIA LTD and notified to Client from time to time;
- (c) does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person;
- (d) is not false or misleading and is true in substance and in fact;
- (e) Does not knowingly infringe any laws or human rights.
- (f) does not contain anything which may give rise to any cause of action by a third party against BOAT INTERNATIONAL MEDIA LTD, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.

7.2 Client warrants to BOAT INTERNATIONAL MEDIA LTD that Client is acting in its own right, as principal, and not as agent for, or otherwise on behalf of, any other party in relation to Client’s dealings with BOAT INTERNATIONAL MEDIA LTD.

7.3 In the event that the Client is an Agency, booking on behalf of another entity, the Client must make BOAT INTERNATIONAL MEDIA LTD aware of this fact in writing and provide evidence of its authority to act on behalf of the entity. In this instance the client warrants that they are liable for the debt arising from this contract unless otherwise specifically stated in writing and accepted in writing by BOAT INTERNATIONAL MEDIA LTD.

8. Indemnity

Client indemnifies BOAT INTERNATIONAL MEDIA LTD, its officers, employees, agents and affiliates (and their employees and agents) against any action, claim, loss, expense or cost, suffered or incurred, whether directly or indirectly, by BOAT INTERNATIONAL MEDIA LTD, its officers, employees, agents and affiliates (and their employees and agents) as a result of any breach by Client of these terms (including the warranties in clause 7) or otherwise (including in connection with recovering any amounts owed to BOAT INTERNATIONAL MEDIA LTD by Client) arising from publication of Advertising Material or cancellation of or failure to publish any Advertising Material or otherwise in connection with such advertising.

9. Liability

9.1 BOAT INTERNATIONAL MEDIA LTD (and its officers, employees, agents and affiliates) is not liable under these terms or otherwise in law for any indirect, special, economic or consequential loss or damage suffered or incurred by Client (or any other

person) or loss of revenue, profit, goodwill, data or opportunity or loss of anticipated saving whether caused by negligence or otherwise and whether or not BOAT INTERNATIONAL MEDIA LTD was aware or should have been aware of the possibility of such damage.

9.2 To the extent permitted by law, all representations, conditions and warranties, whether based in statute, common law or otherwise, are excluded. Liability of BOAT INTERNATIONAL MEDIA LTD for any breach of a term or condition whether implied by law or otherwise is limited, at BOAT INTERNATIONAL MEDIA LTD's option, to the supply of the Service (or part thereof) again or the payment for the cost of having the Service (or part thereof) supplied again.

9.3 BOAT INTERNATIONAL MEDIA LTD is not liable for any delay or failure to perform the Services which is due to any act of God, revolution, unlawful act against public order or authority, breakdown of plant, industrial dispute, government or legal restraint or any event not within the reasonable control of BOAT INTERNATIONAL MEDIA LTD.

10. Credit Accounts

10.1 BOAT INTERNATIONAL MEDIA LTD may, at any time and in its absolute discretion, cancel, alter or suspend any credit terms (if applicable) when, in BOAT INTERNATIONAL MEDIA LTD's opinion, the financial condition of Client or the status of Client's account requires it and Client agrees to pay on demand all sums owing in connection with any credit facility in the event the credit facility is suspended or cancelled.

10.2 If BOAT INTERNATIONAL MEDIA LTD grants any credit facility to Client, Client agrees that a demand purporting to be signed on behalf of BOAT INTERNATIONAL MEDIA LTD identifying unpaid amounts is conclusive evidence that such amounts are payable and unpaid.

10.3 Client agrees that:

(a) each Booking it makes shall be deemed to include a representation that it is solvent and able to pay all of its debts as and when they fall due; and

(b) when any Booking is made, Client shall inform BOAT INTERNATIONAL MEDIA LTD of any facts which might reasonably affect any decision to accept the Booking and/or grant credit. Any failure to do so shall be deemed to create an inequality of bargaining position, the taking of an unfair advantage of BOAT INTERNATIONAL MEDIA LTD and to be unconscionable, misleading and deceptive.

(c) that the person signing the booking on behalf of Client is authorised to incur such cost on behalf of the Client company.

11. General

11.1 These terms and any agreement between Client and BOAT INTERNATIONAL MEDIA LTD are governed by the laws of England and Wales and each party submits to the jurisdiction of courts exercising that jurisdiction.

11.2 These terms are binding on BOAT INTERNATIONAL MEDIA LTD and Client and their respective successors.

11.3 The invalidity or unenforceability of any provision of these terms does not affect the validity or enforceability of the remaining provisions.

11.4 BOAT INTERNATIONAL MEDIA LTD reserve the right to refuse to display advertising or allow access to its events if the client concerned has any outstanding debts owing to BOAT INTERNATIONAL MEDIA LTD or any part of the Group.

Publication	Issue #	Month	Cancellation Date	Advertising Deadline	Publication Date
Boat International	284	Feb	07-Nov-2009	07-Dec-2009	14-Jan-2010
Boat International	285	Mar	14-Dec-2009	13-Jan-2010	11-Feb-2010
Boat International	286	Apr	11-Jan-2010	10-Feb-2010	11-Mar-2010
Boat International	287	May	06-Feb-2010	08-Mar-2010	08-Apr-2010
Boat International	288	Jun	10-Mar-2010	09-Apr-2010	13-May-2010
Boat International	289	Jul	07-Apr-2010	07-May-2010	10-Jun-2010
Boat International	290	Aug	10-May-2010	09-Jun-2010	08-Jul-2010
Boat International	291	Sep	14-Jun-2010	14-Jul-2010	12-Aug-2010
Boat International	292	Oct	15-Jul-2010	06-Aug-2010	09-Sep-2010
Boat International	293	Nov	09-Aug-2010	08-Sep-2010	07-Oct-2010
Boat International	294	Dec	13-Sep-2010	13-Oct-2010	11-Nov-2010
Boat International	295	Jan	11-Oct-2010	10-Nov-2010	09-Dec-2010
Best of the Best		Jun	08-Mar-2010	07-Apr-2010	13-May-2010
WSA Programme		Jul	16-Mar-2010	15-Apr-2010	10-Jun-2010
Design International		Oct	04-Jul-2010	03-Aug-2010	09-Sep-2010
Superports		Jan	03-Oct-2010	02-Nov-2010	09-Dec-2010
ShowBoats International	35	Feb	31-Oct-2009	30-Nov-2009	19-Jan-2010
ShowBoats International	36	Mar	12-Dec-2009	11-Jan-2010	23-Feb-2010
ShowBoats International	37	Apr	16-Jan-2010	15-Feb-2010	30-Mar-2010
ShowBoats International	38	May	13-Feb-2010	15-Mar-2010	27-Apr-2010
ShowBoats International	39	Jun	13-Mar-2010	12-Apr-2010	25-May-2010
ShowBoats International	40	Jul/Aug	14-Apr-2010	14-May-2010	29-Jun-2010
ShowBoats International	41	Sep	12-Jun-2010	12-Jul-2010	24-Aug-2010
ShowBoats International	42	Oct	14-Jul-2010	13-Aug-2010	28-Sep-2010
ShowBoats International	43	Nov	14-Aug-2010	13-Sep-2010	26-Oct-2010
ShowBoats International	44	Dec/Jan	18-Sep-2010	18-Oct-2010	30-Nov-2010
SBI Awards Supplement	2010		08-Sep-2010	08-Oct-2010	TBC
Global Order Book	2010		11-Sep-2010	11-Oct-2010	30-Nov-2010
Charter Fleet Index	2010		06-Nov-2010	06-Dec-2010	TBC
Boat International Russia	31	Mar/Apr	21-Dec-2009	21-Jan-2010	01-Mar-2010
Boat International Russia	32	May/Jun	20-Feb-2010	22-Mar-2010	01-May-2010
Boat International Russia	33	Jul/Aug	21-Apr-2010	21-May-2010	01-Jul-2010
Boat International Russia	34	Sep/Oct	23-Jun-2010	23-Jul-2010	01-Sep-2010
Boat International Russia	35	Nov/Dec	24-Aug-2010	23-Sep-2010	01-Nov-2010
Boat International Russia	36	Jan/Feb	23-Oct-2010	22-Nov-2010	01-Jan-2011
Boat International Gulf	12	Jan/Feb	09-Nov-2009	09-Dec-2009	01-Jan-2010
Boat International Gulf	13	Mar/Apr	09-Jan-2010	08-Feb-2010	01-Mar-2010

Publication	Issue #	Month	Cancellation Date	Advertising Deadline	Publication Date
Boat International Gulf	14	May/Jun	13-Mar-2010	12-Apr-2010	01-May-2010
Boat International Gulf	15	Jul/Aug	08-Mar-2010	07-Jun-2010	01-Jul-2010
Boat International Gulf	16	Sep/Oct	10-Jul-2010	09-Aug-2010	01-Sep-2010
Boat International Gulf	17	Nov/Dec	11-Sep-2010	11-Oct-2010	01-Nov-2010
Meer & Yachten	2	Mar/Apr	20-Dec-2009	19-Jan-2010	18-Feb-2010
Meer & Yachten	3	May/Jun	17-Feb-2010	19-Mar-2010	22-Apr-2010
Meer & Yachten	4	Jul/Aug	18-Apr-2010	18-May-2010	17-Jun-2010
Meer & Yachten	5	Sep/Oct	20-Jun-2010	20-Jul-2010	19-Aug-2010
Meer & Yachten	6	Nov/Dec	15-Aug-2010	14-Sep-2010	14-Oct-2010
Meer & Yachten	1	Jan/Feb	17-Oct-2010	16-Nov-2010	16-Dec-2010
Mer & Bateaux	173	Mar/Apr	4-Jan-2010	05-Feb-2010	05-Mar-2010
Mer & Bateaux	174	May/Jun	02-Mar-2010	01-Apr-2010	03-Mar-2010
Mer & Bateaux	175	Jul/Aug	28-Apr-2010	28-May-2010	02-Jul-2010
Mer & Bateaux	176	Sep/Oct	03-Jul-2010	02-Aug-2010	03-Sep-2010
Mer & Bateaux	177	Nov/Dec	12-Sep-2010	12-Oct-2010	05-Nov-2010
Mer & Bateaux	178	Jan/Feb	27-Oct-2010	26-Nov-2010	28-Dec-2010
Dockwalk	2	Feb	22-Nov-2009	22-Dec-2009	22-Jan-2010
Dockwalk	3	Mar	29-Dec-2009	28-Jan-2010	19-Feb-2010
Dockwalk	4	Apr	27-Jan-2010	26-Feb-2010	19-Mar-2010
Dockwalk	5	May	21-Feb-2010	23-Mar-2010	16-Apr-2010
Dockwalk	6	Jun	30-Mar-2010	29-Apr-2010	21-May-2010
Dockwalk	7	Jul	27-Apr-2010	27-May-2010	18-Jun-2010
Dockwalk	8	Aug	25-May-2010	24-Jun-2010	16-Jul-2010
Dockwalk	9	Sep	30-Jun-2010	30-Jul-2010	20-Aug-2010
Dockwalk	10	Oct	26-Jul-2010	25-Aug-2010	17-Sep-2010
Dockwalk	11	Nov	01-Sep-2010	01-Oct-2010	22-Oct-2010
Dockwalk	12	Dec	29-Sep-2010	29-Oct-2010	19-Nov-2010
Dockwalk	1	Jan	27-Oct-2010	26-Nov-2010	17-Dec-2010
The Megayachts USA	12		07-Jul-2010	06-Aug-2010	22-Oct-2010
Refit	12		25-Aug-2010	24-Sep-2010	10-Dec-2010
The Superyachts	24		08-Jun-2010	08-Jul-2010	29-Oct-2010
The Superyachts Russia	4		22-Sep-2010	22-Oct-2010	08-Jan-2011