



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 *	308	Feb	07-Nov-2011	06-Dec-2011	12-Jan-2012
Boat International *	309	Mar	13-Dec-2011	13-Jan-2012	9-Feb-2012
Boat International *	310	Apr	10-Jan-2012	10-Feb-2012	8-Mar-2012
Boat International *	311	May	13-Feb-2012	13-Mar-2012	12-Apr-2012
Boat International *	312	Jun	12-Mar-2012	11-Apr-2012	10-May-2012
Boat International *	313	Jul	16-Apr-2012	15-May-2012	14-Jun-2012
Boat International *	314	Aug	14-May-2012	12-Jun-2012	12-Jul-2012
Boat International *	315	Sep	11-Jun-2012	11-Jul-2012	09-Aug-2012
Boat International *	316	Oct	16-Jul-2012	14-Aug-2012	13-Sep-2012
Boat International *	317	Nov	13-Aug-2012	11-Sep-2012	11-Oct-2012
Boat International *	318	Dec	10-Sep-2012	10-Oct-2012	08-Nov-2012
Boat International *	319	Jan	15-Oct-2012	13-Nov-2012	13-Dec-2012
<i>* applies to both magazine and ipad/digital edition</i>					
Best of the Best	2012		27-Feb-2012	26-Mar-2012	03-May-2012
WSA Programme	2012		05-Mar-2012	03-Apr-2012	05-May-2012
Superports	2012		26-Sep-2012	26-Nov-2012	08-Dec-2012
ShowBoats International *	55	Feb	02-Nov-2011	02-Dec-2011	17-Jan-2012
ShowBoats International *	56	Mar	16-Dec-2011	16-Jan-2012	28-Feb-2012
ShowBoats International *	57	Apr	13-Jan-2012	13-Feb-2012	27-Mar-2012
ShowBoats International *	58	May	13-Feb-2012	12-Mar-2012	24-Apr-2012
ShowBoats International *	59	Jun	06-Mar-2012	06-Apr-2012	22-May-2012
ShowBoats International *	60	Jul/Aug	11-Apr-2012	11-May-2012	26-Jun-2012
ShowBoats International *	61	Sep	06-Jun-2012	06-Jul-2012	21-Aug-2012
ShowBoats International *	62	Oct	03-Jul-2012	03-Aug-2012	17-Sep-2012
ShowBoats International *	63	Nov	07-Aug-2012	07-Sep-2012	23-Oct-2012
ShowBoats International *	64	Dec/Jan	19-Sep-2012	19-Oct-2012	04-Nov-2012
<i>* applies to both magazine and ipad/digital edition</i>					
SB Awards Supplement	2012		03-Sep-2012	03-Oct-2012	TBC
Global Order Book	2012		02-Oct-2012	01-Nov-2012	08-Dec-2012
Charter Fleet Index	2012		02-Nov-2011	02-Dec-2011	19-Jan-2012
Boat International Russia	43	Mar/Apr	20-Dec-2011	20-Jan-2012	TBC
Boat International Russia	44	May/Jun	23-Feb-2012	23-Mar-2012	TBC
Boat International Russia	45	Jul/Aug	20-Apr-2012	21-May-2012	TBC
Boat International Russia	46	Sep/Oct	20-Jun-2012	20-Jul-2012	TBC
Boat International Russia	47	Nov/Dec	21-Aug-2012	21-Sep-2012	TBC
Boat International Russia	48	Jan/Feb	19-Oct-2012	19-Nov-2012	TBC
Boat International China	7	Mar	10-Jan-2012	10-Feb-2012	12-Mar-2012
Boat International China	8	Jun	23-Mar-2012	24-Apr-2012	29-May-2012
Boat International China	9	Sep	25-Jun-2012	24-Jul-2012	28-Aug-2012
Boat International China	10	Dec	08-Oct-2012	07-Nov-2012	28-Nov-2012

Publication	Issue #	Month	Cancellation Date	Advertising Deadline	Publication Date
Meer & Yachten	2	Mar/Apr	27-Dec-2011	27-Jan-2012	23-Feb-2012
Meer & Yachten	3	May/Jun	27-Dec-2011	27-Mar-2012	26-Apr-2012
Meer & Yachten	4	Jul/Aug	23-Apr-2012	22-May-2012	21-Jun-2012
Meer & Yachten	5	Sep/Oct	25-Jun-2012	24-Jul-2012	23-Aug-2012
Meer & Yachten	6	Nov/Dec	17-Aug-2012	18-Sep-2012	18-Oct-2012
Meer & Yachten	1	Jan/Feb	19-Oct-2012	20-Nov-2012	20-Dec-2012
Mer & Bateaux	182	Mar	09-Jan-2012	09-Feb-2012	02-Mar-2012
Mer & Bateaux	183	Jun	09-Apr-2012	08-May-2012	01-Jun-2012
Mer & Bateaux	184	Sep	02-Jul-2012	01-Aug-2012	31-Aug-2012
Mer & Bateaux	185	Dec	08-Oct-2012	07-Nov-2012	30-Nov-2012
Dockwalk	2	Feb	21-Nov-2011	20-Dec-2011	20-Jan-2012
Dockwalk	3	Mar	28-Dec-2011	27-Jan-2012	17-Feb-2012
Dockwalk	4	Apr	24-Jan-2012	24-Feb-2012	16-Mar-2012
Dockwalk	5	May	29-Feb-2012	30-Mar-2012	20-Apr-2012
Dockwalk	6	Jun	27-Mar-2012	27-Apr-2012	18-May-2012
Dockwalk	7	Jul	25-Apr-2012	25-May-2012	15-Jun-2012
Dockwalk	8	Aug	29-May-2012	29-Jun-2012	20-Jul-2012
Dockwalk	9	Sep	27-Jun-2012	27-Jul-2012	17-Aug-2012
Dockwalk	10	Oct	31-Jul-2012	31-Aug-2012	12-Sep-2012
Dockwalk	11	Nov	28-Aug-2012	28-Sep-2012	19-Oct-2012
Dockwalk	12	Dec	26-Sep-2012	26-Oct-2012	16-Nov-2012
Dockwalk	1	Jan	22-Oct-2012	22-Nov-2012	14-Dec-2012
The Megayachts USA	14		03-Jul-2012	03-Aug-2012	09-Nov-2012
Refit	14		28-Aug-2012	28-Sep-2012	14-Dec-2012
The Superyachts	26		29-May-2012	29-Jun-2012	20-Oct-2012
The Superyachts Russia	4		21-Sep-2012	22-Oct-2012	07-Jan-2013
boatinternational.com	Jan 12	Jan	21-Nov-2011	20-Dec-2011	
boatinternational.com	Feb 12	Feb	22-Dec-2011	20-Jan-2012	
boatinternational.com	Mar 12	Mar	23-Jan-2012	20-Feb-2012	
boatinternational.com	Apr 12	Apr	20-Feb-2012	20-Mar-2012	
boatinternational.com	May 12	May	22-Mar-2012	20-Apr-2012	
boatinternational.com	Jun 12	Jun	20-Apr-2012	20-May-2012	
boatinternational.com	Jul 12	Jul	22-May-2012	20-Jun-2012	
boatinternational.com	Aug 12	Aug	21-Jun-2012	20-Jul-2012	
boatinternational.com	Sep 12	Sep	23-Jul-2012	20-Aug-2012	
boatinternational.com	Oct 12	Oct	22-Aug-2012	20-Sep-2012	
boatinternational.com	Nov 12	Nov	21-Sep-2012	20-Oct-2012	
boatinternational.com	Dec 12	Dec	22-Oct-2012	20-Nov-2012	

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dockwalk.com	Jan 12	Jan	21-Nov-2011	20-Dec-2011	
dockwalk.com	Feb 12	Feb	22-Dec-2011	20-Jan-2012	
dockwalk.com	Mar 12	Mar	23-Jan-2012	20-Feb-2012	
dockwalk.com	Apr 12	Apr	20-Feb-2012	20-Mar-2012	
dockwalk.com	May 12	May	22-Mar-2012	20-Apr-2012	
dockwalk.com	Jun 12	Jun	20-Apr-2012	20-May-2012	
dockwalk.com	Jul 12	Jul	22-May-2012	20-Jun-2012	
dockwalk.com	Aug 12	Aug	21-Jun-2012	20-Jul-2012	
dockwalk.com	Sep 12	Sep	23-Jul-2012	20-Aug-2012	
dockwalk.com	Oct 12	Oct	22-Aug-2012	20-Sep-2012	
dockwalk.com	Nov 12	Nov	21-Sep-2012	20-Oct-2012	
dockwalk.com	Dec 12	Dec	22-Oct-2012	20-Nov-2012	