



TERMS and CONDITIONS

(for the placement of advertisements and related publicity)

1. An advertisement is accepted on the understanding that the relationship between the Advertiser and TRAVELagenda is governed by the conditions set out below. Unless specifically approved in writing by the Publisher, the conditions stipulated on an Advertiser's order form or anywhere else shall be void.
2. For the purpose of these conditions, "Advertiser" shall refer to the person or persons, or to the company that he represents, that is the party responsible for payment of charges to TRAVELagenda arising from the publishing of an 'electronic' advertisement.
3. TRAVELagenda reserves the right to refuse any advertisement submitted for subsequent publishing.
4. TRAVELagenda reserves the right to amend advertisement copy where absolutely necessary. If TRAVELagenda considers it necessary to modify the space, alter the commencement date, duration or position of advertisement(s), the Advertiser will have the right to cancel if such arrangements are unacceptable, unless such changes are due to an emergency or circumstances beyond TRAVELagenda's control.
5. In the event of any error or omission in the publishing of an advertisement or part of an advertisement by TRAVELagenda, except where attributable to an act or default by the Advertiser or his agents or where covered by Clause 4 above, TRAVELagenda will either correct/update the advertisement or make a refund or an adjustment to the cost. No correction/update, refund or adjustment will be made where the error or omission does not materially detract from the advertisement. In no circumstances shall the total liability of TRAVELagenda for any error or omission exceed (a) the amount of a full refund of any price paid to TRAVELagenda for the advertisement in connection with which the liability arose and/or (b) the cost of a further or corrective advertisement of a similar type to the advertisement in connection with which the liability arose. Any complaint concerning the reproduction of an advertisement must be lodged in writing to TRAVELagenda within 2 weeks of the publishing date.
6. TRAVELagenda cannot accept liability for any errors due to inaccurate instructions from the Advertiser. Charges will be made to the Advertiser where TRAVELagenda is involved in extra production work owing to acts or defaults of the Advertiser or his agents. These charges will be in accordance with the standard industry rates for same, current at that date.
7. Advertisement rates are subject to revision at any time and individual orders are accepted on condition that the price binds TRAVELagenda only in respect of publishing advertisements within 30 days of the date on this contract, unless agreed otherwise in writing between both parties.
8. All advertisement bookings made by telephone are subject to the same conditions as written orders. Nevertheless, the Advertiser is required to issue written confirmation of a verbal booking as far in advance of the publication date as possible and certainly within 7 days of the verbal booking.
9. The Advertiser, trading as an agency or on behalf of a group of companies, may not recharge his/her client(s) for space on the TRAVELagenda website at an increased rate, unless with TRAVELagenda's written consent to do so.
10. If written or electronic instructions are not received by the agreed publishing date, no guarantee can be given that proofs will be supplied or corrections made and TRAVELagenda reserves the right to use the most appropriate copy.
11. Payment in full by cash, cheque or bank transfer (cleared funds) must be received before the agreed publishing date. A receipt for payment, inclusive of VAT as applicable, will be provided by TRAVELagenda.
12. TRAVELagenda offers series discounts for the advance booking of consecutive advertisements. See rates published on the TRAVELagenda website.

13. If an Advertiser cancels the balance of a contract he/she relinquishes any right to the series discount to which he/she was previously entitled and advertisements will be paid for at the appropriate rate.
14. The Advertiser warrants that the advertisement does not contravene any Act of Parliament, nor is it in any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Codes of Advertising and Sales Promotion. On the contrary, copy must be legal, decent, honest and truthful. Should it become apparent that this is not the case, TRAVELagenda reserves the right to suspend the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
15. The Advertiser will fully indemnify TRAVELagenda in respect of any costs, damages or losses arising directly or indirectly from publishing an advertisement, where such an advertisement conformed with the copy instructions supplied by the Advertiser. TRAVELagenda will consult with the Advertiser as to the way in which such claims should be handled.
16. The placing of an order by an Advertiser constitutes an assurance that all necessary authority and permission has been secured for use of material in the advertisement, whether pictorial or textual, attributable to any living person.
17. If so required, the Advertiser must disclose the identity of the client and reveal the nature of the product/service to be advertised. In the event of the Advertiser failing to comply with such a request, TRAVELagenda reserves the right to cancel the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
18. If it is intended to include a competition or a special offer within or linked to an advertisement, full details should be submitted at the time of booking.
19. In accepting advertisements of a financial nature, TRAVELagenda does so on the understanding that their copy content, authorisation and placing have been processed in accordance with the requirements of the Financial Services Act 1986.
20. The copyright on artwork/copy produced by TRAVELagenda for any advertisement shall be vested in TRAVELagenda.
21. The Advertiser's property and artwork, etc are held at his risk and should be insured by him against loss or damage from whatever cause. TRAVELagenda reserves the right to destroy all artwork which has been in their possession for at least 6 months from the date of earlier publishing.
22. Notwithstanding anything in the above which may provide to the contrary, neither TRAVELagenda nor the Advertiser shall be liable to one another for any loss or damage, consequential or otherwise, caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, Act of God or other similar contingency beyond the control of either party.
23. TRAVELagenda is a company dedicated to the promotion of tourism into Ghana (and related investment in same) via a website and related administrative services. TRAVELagenda is also in partnership with What's On Ghana which is a company specifically set up to regularly publish a magazine, in both electronic and hardcopy formats, containing Ghana news and events.



Advertisers wishing to advertise via What's On Ghana can contact them directly for rates and trading conditions etc via TRAVELagenda. Advertisers wishing to advertise their products or services via both TRAVELagenda and What's On Ghana publicity, as part of the same promotion, can do so at discounted rates. The published rates for TRAVELagenda and What's On Ghana will be discounted by a total of 25% when Advertisers pay either company for advertisements placed with both companies.

24. These conditions and all other express terms of the contract shall be governed and construed in accordance with British Law.

Signed (and print name please) on behalf of the Advertiser

Position

Company name

Company address

Date

Signed (and print name please) on behalf of TRAVELagenda

Position

Company name

Company address

Date

TRAVELagenda, April 2007