

Terms and Conditions of Business

The following Sponsorship, and Patronage Terms and Conditions ("Terms and Conditions") are deemed to be incorporated into each order ("The Order") accepted by St James's House ("The Publisher"), for the provision of Sponsorship of The Publication to which these Terms and conditions relate. The execution of The Order and the acceptance of these terms and conditions constitute a binding contract with St James's House.

Guide to terms: "We", "Us", "Our" and "The Publisher/s" throughout the terms and conditions of business below refers to St James's House. "You", "Your/s", "The Sponsor/s" indicates the second party of the contract. The Sponsor named in The Order will be referred to hereinafter as The Sponsor. The Sponsor's entitlement to enjoy sponsorship, Patronage, editorial features and other services outlined in The Order will be referred to hereinafter as Sponsorship.

1. The Sponsor and signatory to The Order represents and warrants that it contracts with St James's House as principal, and has the authority to do so, notwithstanding that the Sponsor may be acting as an agency or in some other representative capacity.
 - a. It has the right to publish all of the contents of sponsorship material provided to The Publisher, and can grant to The Publisher such right, and that such publication will not: (i) infringe any rights of any third party including, without limitation, intellectual property rights and rights of privacy; and (ii) violate any applicable law or regulation and (iii) the advertisements or editorial material do not contain anything that is defamatory, obscene, false or misleading,
 - b. The Sponsor hereby grants to The Publisher a worldwide, non-exclusive, fully paid licence to reproduce and display the sponsorship material (including all contents, trademarks and brand features contained therein) in accordance with The Order and these Terms and Conditions.
2. The Sponsor assumes full responsibility for and indemnifies The Publisher against any claims against The Publisher arising from or regarding the accuracy of content, views or opinions expressed in all editorial photographic or other illustrative book sponsorship material submitted for publication by The Sponsor, their agents, or by The Publisher on behalf of or with express consent of The Sponsor.
3. The Sponsor will provide all materials for the advertisement (including Word documents, EPS, JPEG or HTML files), in accordance with The Publishers requirements set out in this Agreement and in their specifications, including (without limitation) the manner of transmission to The Publisher (usually by email or registered post), the lead-time prior to publication and such technical specifications as The Publisher may require from time to time. NB: The Publisher will not be required to publish any feature or photograph that has not been received in accordance such requirements.
4. The Publisher will determine and provide The Sponsor with a deadline by which The Sponsor must provide (and will be deemed to have been reasonably able to have provided – the copy date being normally not less than 12 weeks from the date The Order was authorised by The Sponsor) all material required to be published by The Publisher. The Publisher will reasonably endeavour to assist or accommodate The Sponsor in this regard.
 - a. Failure by The Sponsor to provide The Publisher with material in the specified format or by the final copy date will (i) not be deemed a waiver to the provisions of this Agreement (ii) and may result in The Publisher producing material for inclusion in The Publication independently of The Sponsor.
 5. The Publisher will furnish The Sponsor with a proof of copy prior to going to press. The Sponsor will be allowed two sets of free corrections to proofs supplied (unless any corrections to the first two sets of free proofs specified by The Sponsor in writing have been omitted or further mistakes are made by The Publisher). Any requested amendments or alterations to such proofs must be returned to The Publisher before or as per the date stated on the proof copy (such date will not normally be less than ten working days after issue of proof). Further amendments will strictly be subject to The Publishers scale of charges, which will be made available to The Sponsor in the technical specifications. No claims against The Publisher will be accepted for minor typographical errors, or errors contained in material which has been proofed and approved by the client.
6. NB: The content, layout and design (especially the editorial and design house-styles) of The Publication are at the sole discretion of The Publisher and will in all cases prevail. Acceptance of, editing and the layout of editorial or photographic matter submitted is at the discretion of The Publisher and they reserve the right to reasonably refuse, amend, withdraw or otherwise deal with all matter submitted to them at their discretion.
7. The Sponsor must pay the invoiced amounts to The Publisher in pounds sterling by electronic transfer or cheque upon presentation of invoice. The Sponsor must pay at the rates prescribed by applicable law all VAT (and all similar sales tax (if applicable)) on the amounts due under this Order. All amounts paid by The Sponsor after the due date will bear interest at the rate of five percent (5%) per month compounded (or the highest rate permitted by law, if less) above the base lending rate of The Publisher's main bank, from the date when payment was due until the date of payment is received, whether before or after judgment. If The Sponsor fails to pay, The Sponsor will be responsible for all expenses (including legal fees) incurred by The Publisher in collecting the amounts due.
 - a. A reduction of 5% will be offered for accounts settled in full within 14 days of pro-forma invoice issue by The Publisher.
 - b. Unless otherwise agreed in writing, the account must be settled not later than 20th November 2006.
8. The Sponsor can cancel The Order by expressing their wish to do so in writing, addressing this correspondence to The Publisher's Accounts Office. For the avoidance of doubt, a valid 'proof of delivery's receipt signed by an authorised representative of The Publisher will be required of The Sponsor. Cancellations will only be accepted upon payment of a cancellation fee of 50% of the Pounds Sterling fee/s specified in The Order, except where notification of cancellation is issued by The Sponsor after 30th October 2006, in which circumstances The Sponsor will be required to pay the full amount specified in The Order and in accordance with term 7.
9. Any right for complaints will expire, unless The Publisher receives a written complaint within 14 days of publication. Invoices remain, without prejudice to the complaint, payable.
10. The provisions of The Order and all communications passing between The Sponsor or any of its agents and The Publisher are confidential and must not be disclosed to any third party except: (a) by The Sponsor to its qualified accountants or legal advisers, or (b) as otherwise agreed by the parties in writing or as otherwise required by law.
 - a. The Sponsor and its agents are hereby put on notice that The Publisher and its affiliates are particularly sensitive to public statements about the St James's House services, their contractual relationships and product plans, and improper or ill-timed statements are likely to have a detrimental effect on the business of The Publisher and its' affiliates and may contravene applicable law. Consequently, The Sponsor and its agents must not, and must ensure that any person acting on its behalf does not, make any public announcement in respect of The Order or the relationship between the parties without prior written consent of The Publisher including without limitation any pre-announcement in respect of book sponsorship of any of The Publishers publications. For the avoidance of doubt, the foregoing prohibition includes public announcements by any third party acting on behalf of The Sponsor and any communication that The Sponsor knows will or is likely to be made public.
11. Without limiting the foregoing, The Publisher will have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of The Publisher affecting production or delivery in any manner.
 - a. In no event will The Publisher be responsible in contract, tort, negligence or otherwise, for: (a) loss of profits, business, contracts, revenues, goodwill, production and anticipated savings; or (b) any indirect, consequential, special or economic loss of any kind; arising from any failure to publish in a timely manner or at all any sponsorship materials in accordance with The Order.
12. These Terms and Conditions, together with The Order (i) will be governed by and construed in accordance with, the laws of England, and the parties submit to the non-exclusive jurisdiction of the English courts; and (ii) constitute the complete and entire expression of the agreement between the parties, and supersede all other prior understandings, commitments, agreements and (unless made fraudulently) representations, whether written or oral between the parties (iii) In the event of any inconsistency between The Order and these Terms and Conditions, these Terms and Conditions will prevail. The Publisher's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.