

Advertising terms & conditions

1) Introduction

1.1 The terms are incorporated into each agreement entered into between the online publisher and the customer whether or not the advertising order form or any other document which the customer signs makes reference to these terms.

1.2 In this contract the following expressions have the following respective meanings unless the context otherwise requires:

"Online publisher" means Islamic Mortgages

"Advertiser" means the person or company identified on the order form.

"Website" means the particular website as detailed on the (order).

2) Terms of payment: Payments will be made can be made by invoice or standing order..

3) Acceptance of advertising is subject to space availability upon receipt of signed contract or insertion order by the online publisher.

3.2 Receipt of email confirmation of an order will be considered as acceptance of terms & conditions of the contract.

4) Advertisers Representations:

The advertiser warrants and represents to the online publisher that:

(1) it has the right to publish the contents of the advertisement, without infringement of any rights of any third party including, without limitation, intellectual property rights;

(2) it has complied with the codes of practice issued by the Advertising Standards Authority in respect of electronic and on-line advertising and all other relevant industry codes of practice;

(3) it will be fully responsible for the terms (including, without limitation, product description, price and compliance with all applicable laws and regulations) of any contract for the sale of goods or services to customers who have seen the advert displayed by the online publisher.

The advertiser agrees to indemnify the online publisher forthwith on demand and hold the online publisher harmless against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by the online publisher in connection with any claims, actual or threatened, of any kind (including, without limitation, breach of contract, any claim of trademark or copyright infringement, libel, defamation, breach of confidentiality, false or misleading advertising or sales practices) arising from the advertisement and/or any material of the advertiser to which users can link through the advertisement and any other contract entered into for the purchase of the advertised goods or services..

The advertiser will defend or settle at its own expense any action or other proceedings brought against the online publisher that relates to the advertisement and/or any material of the advertiser to which users can link through the advertisement.

The online publisher shall notify the advertiser promptly of any such claim and shall permit the advertiser to assume and control the defence of such action with Counsel chosen by the advertiser (who shall be reasonably acceptable to the online publisher) and shall not enter into any settlement or compromise of any such claim without the advertiser's prior written consent. The advertiser shall pay any and all proper costs, damages and expenses (including but not limited to reasonable legal fees and costs) awarded against or incurred by the online publisher in any such action or proceedings.

5) The online publisher reserves the right to re-design parts of or the entire website as detailed in the insertion order and to re-position advertising and sponsorship accordingly without prior notice.

5.1) The practice of deep linking may be necessary, thus enabling visitors to by-pass your home page to visit specific areas of your website directly.

5.2) Optimised web pages containing your company name and information may be submitted to search engines at the expense of the online publisher.

5.3) Positioning of advertisements is at the sole discretion of the online publisher except where a request for a specific preferred position is acknowledged by the online publisher in writing. Material must be received by the agreed date, otherwise position may be lost, reduced or, in the case of directory listings or fixed position advertisements, the insertion term may be reduced.

6) The online publisher may create an advertisement on behalf of the advertiser if material is not received by the agreed deadline.

7) Cancellation Policy: advertising contracts run for a period of 12 months; after a campaign has started all advertisements must run a minimum of 3 months before cancellation. A 20 day notice in writing must be received before a contract is cancelled.

8) All contents of advertisements are subject to online publisher's approval. The online publisher reserves the right to reject or cancel any advertisement, insertion order, space reservation or position commitment at any time, or remove any advertisement from any website page controlled by the online publisher, or reject any URL link embodied within any advertisement.

- 9.1) The online publisher will notify the advertiser by email that their advertisement has been added to the website.
9.2) The agreed contract will begin from the date payment has 'cleared'.

9.3) The advertiser must notify the online publisher as soon as is reasonable by either email or fax of any inaccuracy or changes that need to be made.

10) The content of all ads incorporating data provided by a third party is not subject to the advertiser's prior approval but no warranty is given by the online publisher with relation to the accuracy of such advertisements. The online publisher does not undertake to review the contents of any advertisements and any such review of, and approval by, the online publisher shall not be deemed to constitute an acceptance by the online publisher that such advertisement is provided in accordance with the terms of the Agreement, nor shall it constitute a waiver of the online publisher's rights hereunder.

11) Limitation of Liability The online publisher will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with these terms and conditions for:

any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect or consequential losses;

In any case whether or not such losses were within the contemplation of either party at the date on which the event giving rise to the loss occurred, suffered or incurred by a party arising out of or in connection with the provisions of any matter under these terms and conditions. In particular, and without limitation, the advertiser acknowledges that the online publisher will not be liable for such losses whether arising from a failure to publish an advertisement, or from the inaccuracy of any data contained in any advertisements (whether such inaccuracy arises from any action, or failure to act, of the online publisher, the advertiser or a third party).

Nothing in these terms and conditions shall exclude or limit the online publisher's liability for death or personal injury resulting from its negligence or that of its servants, agents or employees.

Subject to the above, the liability of the online publisher in contract, tort, negligence, pre-contract or other representations or otherwise arising out of or in connection with these terms and conditions or the performance or observance of its obligations under these terms and conditions, and every applicable part of them shall be limited to the amendment of any inaccurate data in accordance with Section 9 above or in the event that the online publisher fails to electronically publish an advertisement, the advertiser's sole remedy and the online publisher's entire liability to the advertiser shall be limited at the online publisher's option to either a refund of the advertising fee or relevant portion thereof, or placement of the advertisement at a later time in a comparable position.

The advertiser acknowledges that any website on which an advert is displayed is provided on an "as is" and "as available" basis without any representation or endorsement. The online publisher makes no warranties of any kind, whether express or implied, in relation to such website, including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade or that the website will meet any requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the website or the server that makes it available are free of viruses or bugs or are fully functional, accurate, or reliable.

12) The online publisher shall have the right to hold the advertiser or its agent liable for such monies as are due and payable to online publisher for advertising which the advertiser or its agent ordered and which advertising was published and displayed.

13) No conditions other than those set forth in the rate card shall be binding on the online publisher unless specifically agreed to in writing by the online publisher.

14) The online publisher is not liable for delays in delivery and/or non-delivery in the event of any situation beyond the control of the online publisher.

15) No conditions other than those set forth in the insertion order or this shall be binding unless expressly agreed to in writing. In the event of any inconsistency between the insertion order and this Agreement, this Agreement shall prevail.

16) Miscellaneous

The invalidity, illegality or unenforceability of any provision of these terms and conditions shall not affect or impact the continuation in force of the remainder of these terms and conditions.

Nothing in these terms and conditions shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

These terms and conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with these terms and conditions.

Websites with special offers functionality integrated with an advertising portal managed by Really Good Domains will incur an agreed monthly fee for use of the car image library, SQL server functions and other necessary database connections and hosting services. If advertising services stop or are suspended then the customer will be required to make alternative arrangements for hosting at their own expense.