

Terms and Conditions of Website Advertising for Locally Provided Music Services

All advertisements accepted for publication by Peterborough Music Making ('PMM') on its website are accepted subject to these terms and conditions. By using the services of PMM you acknowledge that you have read, understand and agree to be bound by the terms and conditions below.

1. YOUR AGREEMENT WITH US

- 1.1 All orders are subject to acceptance by PMM. PMM reserves the right to reject or cancel any advertisement without reason or liability.
- 1.2 All advertisement copy must be legal, decent, honest and truthful and comply with the British Codes of Advertising and Sales Promotion and with the requirements of current legislation.
- 1.3 The advertisement shall not be defamatory and must not infringe the copyright, moral rights or any other rights of any third party.
- 1.4 PMM may make any alteration it considers necessary or desirable in an advertisement.

2. PRICE AND PAYMENT

- 2.1 The price of advertising will be as quoted on our web site from time to time.
- 2.2 PMM may change its advertising rates at any time, but changes will not affect orders which it has already accepted.
- 2.3 Payment for advertising must be by cheque in advance of publication. No payment shall be deemed to have been received until PMM has received cleared funds.
- 2.4 Once payment has been made no refunds will be made by PMM.

3. ERRORS

It is your responsibility to check the advertisement for errors. PMM assumes no responsibility for the correction of errors not caused by PMM. In the event of an error PMM will republish the advertisement at no cost to you. In the event of an error caused by you, PMM shall be entitled to charge you for republishing the advertisement.

4. INDEMNITY

You agree to indemnify and keep indemnified PMM from and against all costs, claims, demands, liabilities, expenses, damages or losses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with the publication of your advertisement.

5. LIMITATION OF LIABILITY

PMM accepts no liability that is not expressly set out in these Terms and Conditions and all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

6. DELAY OR FAILURE TO PERFORM

6.1 PMM shall not be liable to you if it is prevented or delayed in performing any of its obligations to you if this is due to any cause beyond its reasonable control including, but not limited to:

- 6.1.1 an act of God, explosion, flood, fire or accident;
- 6.1.2 war or civil disturbance;
- 6.1.3 strike, industrial action or stoppages of work;
- 6.1.4 any form of government intervention;
- 6.1.5 a third party act or omission.

7. THIRD PARTY RIGHTS

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

8. DATA PROTECTION

- 8.1 PMM may collect and process the information you provide about yourself for the purpose of fulfilling your order.
- 8.2 PMM will take all reasonable precautions to keep the details of your order and payment secure but unless PMM is negligent PMM will not be liable for unauthorised access to information supplied by you.

9. ASSIGNMENT

You shall not be entitled to assign your rights or obligations under these terms and conditions without the prior written consent of PMM.

10. VARIATION

PMM shall have the right to revise and amend these terms and conditions from time to time.

11. GOVERNING LAW

- 11.1 All contracts formed between us for advertising on this website shall be governed by English law and any dispute shall be subject to the exclusive jurisdiction of the English Courts.
- 11.2 If any provisions of these terms and conditions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.