



MUM'S GUIDE TO LIMITED – ADVERTISING & LISTING TERMS AND CONDITIONS

Last updated: March 2021

This document sets out the terms and conditions on which Mum's Guide To Limited, a company registered in England and Wales under number 08045592 whose registered office is at 17 Park Avenue South, Harpenden, Hertfordshire AL5 2DZ, (**MGT**) accepts listings, articles, features and advertisements for publication on the Website or in its newsletters.

These terms and conditions apply to the exclusion of any other terms that the Advertiser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. By submitting content for publication, the Advertiser accepts and agrees to be bound by these terms and conditions.

MGT is committed to protecting and respecting individuals' privacy. The Advertiser must also refer to MGT's Privacy Policy which governs all aspects of MGT's data protection and cookie policies.

Interpretation

1.1 Definitions:

Advertiser: a person or firm who submits Adverts, Newsletter Articles, or Listings to MGT for publication.

Advert: any advertising content provided by the Advertiser to MGT for publication on the Website, including banner advertisements, homepage features and articles, as detailed in Advertising and Listing Options and Rates.

Advertising and Listing Options and Rates: the document which contains full details and specifications for Newsletter Articles, Adverts, Free Listings and Paid Listings, a copy of which is available on request from MGT.

Basic Listing: a listing for which there is no publication fee, as detailed in Advertising and Listing Options and Rates.

Booking Form: the booking form for submission of Adverts and Newsletter Articles to be completed by the Advertiser in accordance with clause 2.3 or clause 4.3.

Content: the content for Adverts, Listings or Newsletter Articles or any combination of these items.

Event Form: the on-line form for submission of Event Listings, to be completed by the Advertiser in accordance with clause 3.1.

Event Listing: a listing for an event for which there is no publication fee, as detailed in Advertising and Listing Options and Rates.

Free Listing: a Basic Listing or an Event Listing.

Listing: any content provided by the Advertiser to be used in a Paid Listing or Free Listing on the Website.

Listing Form: the on-line form for submission of Paid Listings or Basic Listings, to be completed by the Advertiser in accordance with clause 3.1.

Newsletter Article: any content provided by the Advertiser to MGT for publication in its newsletters, including articles, features, offers and competitions.

Paid Listing: a listing for which there is a publication fee (this includes "Highlighted" and "Premium") as detailed in Advertising and Listing Options and Rates.

Start Date: the date when it is intended that content will first be published as notified in the Booking Form or by email.

Website: the website at www.mumsguideto.co.uk or any other website owned or operated by MGT from time to time.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.5 A reference to **writing** or **written** includes email.

Adverts

- 2.1 If an Advertiser wishes MGT to publish an Advert, it must initially contact MGT by email or telephone to discuss its requirements, following which MGT will email a Booking Form to the Advertiser.
- 2.2 The Booking Form will contain details of the Advert, the duration for which it will be published, the Start Date and the fee payable. It is the responsibility of the Advertiser to check the Booking Form and complete any missing details.
- 2.3 The Advertiser must submit the completed Booking Form to MGT at which point and on which date a contract shall come into existence on these terms and conditions.

Listings

- 3.1 If an Advertiser wishes MGT to publish a Free Listing or a Paid Listing, the Advertiser must complete and submit MGT's on-line Listing Form or Event Form (as appropriate). The Listing Form and/or the Event Form must include the content of the Listing and contact details of the Advertiser. For Paid Listings, the Listing Form must also include the duration for which it will be published.
- 3.2 When MGT has received and approved the Listing, MGT will publish it on the Website, at which point and on which date a contract shall come into existence on these terms and conditions.

Newsletter Articles

- 4.1 If an Advertiser wishes MGT to publish a Newsletter Article, it must initially contact MGT by email or telephone to discuss its requirements, following which MGT will email a Booking Form to the Advertiser.
- 4.2 The Booking Form will contain details of the Newsletter Article and the fee payable. It is the responsibility of the Advertiser to check the Booking Form and complete any missing details.
- 4.3 The Advertiser must submit the completed Booking Form to MGT at which point and on which date a contract shall come into existence on these terms and conditions.

Delivery and Publication of Content

- 5.1 The Advertiser must ensure that all Content:
- 5.1.1** is provided to MGT in accordance with any timescales set out in Advertising and Listing Options and Rates or otherwise agreed with MGT;
 - 5.1.2** meets any technical and other requirements set out in Advertising and Listing Options and Rates; and
 - 5.1.3** meets the content standards set out in clause 7.
- 5.2 It is the responsibility of the Advertiser to proof-read all Content before it is submitted to MGT and ensure that the Content does not contain any mistakes (including typographical errors). MGT shall not be responsible for any such errors in Content.
- 5.3 If an Advertiser submits an accompanying image or logo, MGT will use reasonable endeavours to reproduce the logo or image but cannot guarantee that the logo or image will be of exactly the same quality or layout.
- 5.4 MGT will review all Content prior to publication. MGT reserves the right, in its sole discretion and without liability to the Advertiser, to amend any Content as necessary in order to fit in with the format

of the publication, as required by any regulatory body (including the ASA) and to reject, remove, cancel or refuse to publish any Content that it considers to be unsuitable or contrary to these terms and conditions. No refund will be given for any Content that is delayed or not published for the reasons set out in this clause.

- 5.5 MGT has sole discretion over the position of Newsletter Articles in any newsletter.
- 5.6 The Advertiser shall not be entitled to see a proof of the Content before publication. It is the Advertiser's responsibility to check that the Content has been published in the form submitted to MGT and manner agreed and to notify MGT if there are any errors. MGT will, if possible, correct any such errors as soon as reasonably possible.
- 5.7 If the Advertiser is not happy with the Content or the way the Content has been published, the Advertiser may notify MGT that it wishes to withdraw its Content and MGT will use reasonable endeavours to remove the Content from the Website and any future editions of any newsletter as soon as possible. Please note that it is not possible to change the content of a newsletter after it has been published. Except in the event of manifest error on the part of MGT, no refund will be given for any Content that is withdrawn for the reasons set out in this clause.

MGT Obligations

- 6.1 Subject to the Advertiser having complied with clause 5, MGT will use reasonable endeavours to publish the Content on the Website on the Start Date or as soon as possible after. If no Start Date has been agreed, MGT will publish the Content as soon as reasonably possible.
- 6.2 For Adverts and Paid Listings, such Content will remain on the Website for the duration set out in the Booking Form or Listing Form, as appropriate. For Free Listings, Content will remain on the Website for such period as MGT reasonably considers appropriate in its absolute discretion.
- 6.3 MGT will notify the Advertiser by email when the Content has been first published, except that there will be no notification in relation to Event Listings.
- 6.4 Whenever MGT produces a newsletter, it will email it to subscribers then make the newsletter available via the Website. MGT shall use reasonable endeavours to email the newsletter to all Advertisers who have submitted Newsletter Articles.
- 6.5 MGT may, in its sole discretion, additionally publish any Content from the Website, Newsletter or any other website owned or operated by MGT on any social media channel used by MGT from time to time.
- 6.6 If the Advertiser notifies MGT that there has been a change to any information supplied in the Content, MGT will, if possible, update the Content as soon as reasonably possible.

Content Standards

- 7.1 The Advertiser warrants as follows:
 - 7.1.1 any information supplied in the Content is accurate, fair and not misleading, does not make unsubstantiated or unsupported claims and does not make dishonest or unreasonable comparisons with any person or any other item published on the Website;
 - 7.1.2 if there is a change in any information supplied in the Content, the Advertiser will notify MGT as soon as possible so that MGT can update the Content where possible;
 - 7.1.3 it has obtained the consent of any living person whose name or image (in whole or in part) is contained in the Content;
 - 7.1.4 the Content is legal, decent and truthful, is not libellous or defamatory and is not contrary to the provisions of any applicable law, regulation or code of practice (including the CAP code and all other codes under the supervision of the Advertising Standards Authority);
 - 7.1.5 the Content does not contain anything that is prejudicial to the image or reputation of MGT or the Website;
 - 7.1.6 the Content does not contain any negligent advice, misrepresentations and is not likely to deceive any person;

- 7.1.7 the Content, including images, does not infringe the rights of any other person, including any person's intellectual property rights;
 - 7.1.8 any Content (including images, links and other digital material) submitted will be free of viruses and will not cause an adverse effect on the operation of the Website;
 - 7.1.9 it is the author of the Content or has the right to submit it to MGT for publication.
- 7.2 The Advertiser shall indemnify MGT against any loss or damage it suffers as a result of any breach of the warranties set out in clause 7.1.

Renewal

- 8.1 If an Advertiser wishes to extend or renew the period of publication of a Paid Listing or Basic Listing, the Advertiser must complete an on-line renewal form which sets out whether the listing should be renewed on the same terms or with any changes or updates. If an Advertiser does not renew a Basic Listing at the end of the period of publication, MGT reserves the right to continue to publish the Content on the Website until such time as the Advertiser notifies MGT in writing that it wishes the Content to be removed.
- 8.2 If an Advertiser wishes to extend the period of publication of an Advert, it should contact MGT by email or telephone to discuss its requirements. Any renewal or extension will only be possible to the extent permitted in Advertising and Listing Options and Rates. If it is possible to extend the period of publication, MGT will supply a new Booking Form to the Advertiser for completion.

Fees and Payment

- 9.1 The fee payable for publication of Content will be as set out on the Booking Form or Listing Form and in accordance with MGT's published prices which apply at the time the Content is submitted. For the avoidance of doubt, no fee shall be payable in respect of Basic Listings or Event Listings.
- 9.2 Following acceptance by MGT of a Booking Form or Listing Form, MGT shall submit an invoice for the fee to the Advertiser.
- 9.3 The Advertiser shall pay each invoice submitted by MGT in full and in cleared funds to a bank account nominated in writing by MGT within 21 days of the date of the invoice.
- 9.4 If the Advertiser fails to make any payment by the due date, MGT reserves the right to:
 - 9.4.1 remove the Content from the Website immediately; and
 - 9.4.2 charge interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Advertiser shall pay the interest together with the overdue amount.
- 9.5 The Advertiser shall pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 9.6 MGT may refuse to publish Content if an Advertiser has not paid any sums due in respect of previous submissions of Content.

Intellectual property rights

- 10.1 The Advertiser will retain ownership of any copyright that may subsist in the Content. The Advertiser grants to MGT the right to:
 - 10.1.1 use the Advertiser's name, trade marks and logos to the extent necessary for the purpose of publishing the Content;
 - 10.1.2 use, store and publish the Content in the agreed manner and reproduce it on any of MGT's social media pages in accordance with these terms and conditions.
- 10.2 Nothing in these terms and conditions shall grant an Advertiser any rights in or to MGT's name, trade marks or logos or any other content on the Website or in any newsletter produced by or on behalf of MGT.

Limitations of MGT's Liability

- 11.1 Nothing in these terms and conditions will limit or exclude MGT's liability for death or personal injury caused by its negligence or any other liability that cannot legally be excluded.
- 11.2 MGT will use reasonable efforts to ensure that the Website is available during the agreed period for publication of Content. However, MGT does not guarantee continuous, uninterrupted access by users to the Website and MGT shall not be responsible for any failure, delay or interruption affecting publication of a newsletter or publication of Content where such failure, delay or interruption results from any act, omission, interruption or other circumstance beyond the reasonable control of MGT.
- 11.3 MGT shall not be liable to the Advertiser under or in connection with the contract for any (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of damage to goodwill; or (vii) any indirect or consequential loss.
- 11.4 MGT's total liability to the Advertiser under the contract shall be limited to the total fees paid by the Advertiser for publication of the Content.

Termination

- 12.1 The Advertiser may, at any time, give MGT written notice that it wishes to terminate the contract. If MGT receives written notice at least 3 working days prior to the Content being published, MGT will cancel the contract and refund any fees that have been paid in advance in respect of publication of the Content. If MGT receives notice to terminate after this date, MGT will cancel the contract and, if possible, remove the Content as soon as reasonably possible but no refund will be provided for any fees already paid.
- 12.2 MGT may terminate the contract at any time by giving the Advertiser at least 5 working days' notice in writing. MGT will refund any amounts which have been paid which relate to fees payable for publication of Content after the date of termination.
- 12.3 Without limiting its other rights or remedies, MGT may terminate the contract with immediate effect by giving written notice:
 - 12.3.1 if the Advertiser fails to pay any amount due under the contract on the due date for payment and remains in default not less than 5 working days after being notified in writing to make such payment; or
 - 12.3.2 if the Advertiser commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 5 working days of being notified in writing to do so.
- 12.4 Termination of the contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

Contact

- 13.1 Any notice or other communication to be given under these terms and conditions shall be given by email to the most recent email address notified by each party to the other.
- 13.2 An email shall be deemed to have been received when a successful transmission report or return receipt is generated.
- 13.3 If an Advertiser does not have an email address, it is the responsibility of the Advertiser to provide a postal address and telephone number to MGT for contact purposes.
- 13.4 MGT may contact the Advertiser from time to time in relation to the publication of Content and the Website.

General

- 14.1 MGT may at any time subcontract or delegate any or all of its rights and obligations under these terms and conditions to a third party or agent.
- 14.2 These terms and conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.3 No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties.
- 14.4 If MGT fails or delays in exercising its rights or remedies provided by these terms and conditions, it shall not be deemed to have waived that or any other right or remedy.
- 14.5 If any provision in these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed amended to the minimum extent necessary to make it valid, legal and enforceable. If amendment is not possible, the provision shall be deemed deleted. Any amendment to or deletion of a provision shall not affect the validity and enforceability of the rest of the terms and conditions.
- 14.6 Nothing in these terms and conditions shall establish any partnership or joint venture between any of the parties, constitute any party the agent of another party or authorise any party to make or enter into any commitments for or on behalf of any other party
- 14.7 No one other than a party to the terms and conditions shall have any right to enforce any of them.
- 14.8 These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

“Mum’s Guide To” and  are trade marks of Mum’s Guide To Ltd.