

Terms and Conditions

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If in any event you are not happy with Keep The Faith's provision of the services or your use of the any of their websites and or Keep the Faith magazine, your sole remedy against Keep The Faith is to discontinue to use any of their websites and or Keep the Faith magazine, which you may do at any time. Keep The Faith are in no way responsible for any information on the sites linked to or from the any of their websites.

Advertising Terms & Conditions

The sponsor and or advertiser or agent agrees that any information supplied in the advertisement is true, legal, honest, complete and accurate; that the sponsor and or advertiser or agent is the owner of or is authorised to use the content of the advertisement. For advertisements, which contain the name or picture of persons, the sponsor and or advertiser and or its agent have obtained the authority of such person to use the name or picture.

The sponsor and or advertiser or its agent agrees not to submit or otherwise publish through the website and or magazine any information or material which breaches any contract or infringes any copyright, trademark, logos or any other personal or intellectual property or other right of any entity or person; is in breach of or violates any law in any country, or advocates any illegal activity.

The sponsor and or advertiser and or its agent shall indemnify Keep The Faith in full against any loss, liability, damage and expense of any nature (including legal fees) arising out of the sponsor and or advertiser's or its agent's breach of this Clause. The sponsor and or advertiser or its agent shall indemnify Keep The Faith against any costs, liability, damage and expense of any nature (including legal fees) arising out of the sponsor and or advertiser's or its agent's breach of any sponsorship and or contra agreement entered into. The sponsor and or advertiser grants Keep The Faith a non-exclusive, worldwide, perpetual, non-revocable license under its copyrights or other intellectual property rights, if any, to use, distribute, display and or reproduce such advertisements.

Contra Deals and Sponsorships

If a contra deal and or sponsorship is agreed, Keep The Faith will ensure that their part of the contra deal and or sponsorship is carried out in accordance with the agreement. If in the event that the client breaches the contra deal and or sponsorship agreement, Keep The Faith will invoice in full for the shortfall in the agreement and the value of the shortfall will become due for payment. No exceptions will be made to this breach.

Payment

Payment is required in advance unless agreed otherwise by the publisher. If payment terms are granted the sponsor and or advertiser or agent will be invoiced on the first day of

the contract period. Contract periods with duration of more than 14 days may be invoiced in part at the discretion of Keep The Faith and or its agent.

Any queries on invoices must be notified within 7 days of receipt of invoice. All prices quoted are exclusive VAT, which will be charged at the prevailing rate. Payment will be due 14 days from the date of invoice. We understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to the above agreed credit terms. Interest will be charged at 8% above the official dealing rate of the Bank of England (base rate). In addition, late payment will attract a compensation charge.

In the event of any failure by the sponsor and or advertiser or agent to make payment, the sponsor and or advertiser or agent will be responsible for all expenses (including legal fees) incurred by Keep The Faith and or its agent in collecting the amounts due. The sponsor and or advertiser or agent warrants that it contracts with Keep The Faith as principal notwithstanding that the sponsor and or advertiser or agent may be acting as a sponsorship and or advertising agency or media buyer or in some other representative capacity.

Technical Specifications

All advertisements should be submitted in GIF format with file sizes a maximum of 12k for banners (468x60 pixels) and 5k for buttons (250 pixels x 300 pixels @72dpi) in order to facilitate reasonable loading speeds. Other formats and sizes will be considered on an individual basis. Keep The Faith will endeavour to accommodate all rich media formats but, due to the nature of the medium, these must be individually assessed and approved. All materials for the advertisement are due five business days prior to the start of the campaign. A technical contact, brief description and unique name for reporting purposes and the URL of the click through destination must be included.

Limitation of Liability

Keep The Faith may require any artwork, materials or information to be amended. Keep The Faith may shorten the information provided. Keep The Faith will not be held liable for any loss of photographs, copy, artwork or any other materials provided.

Keep The Faith shall not be liable for any errors in content or omissions. Should an error appear in an advertisement Keep The Faith's liability will be limited to the cost of the advertisement.

Keep The Faith are not obliged to publish any advertisement on a particular day or in a particular position without the specific agreement in writing by one of its directors. Any delay in publication, whatever may be the reason, shall not be a reason for the cancellation of order, nor for any compensation claim.

Publication date is mentioned for the purpose of information only. Keep The Faith shall not be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including accidents, labour disputes or shortages, acts of God, fires, floods, wars, sabotage, government laws, ordinances, rules and regulations, inability to obtain material and any other similar or different contingency.

Keep The Faith reserves the right, for whatever reason, not to include any advertisement on the sites or in the Keep the Faith magazine, nor will it be obliged to enter into correspondence regarding its decision. Keep The Faith makes no warranty that the service will meet the objective, needs or requirements of the sponsor and or advertiser or its agent, nor that the service will be uninterrupted, timely, secure, or error free.

Keep The Faith do not make any warranty or representation as to the use or the results that may be obtained from the use of the service. Keep The Faith make no warranty that defects in the software will be corrected or that this site or the server that makes it available is free of viruses or other harmful components.

No advice or information, whether oral or written, obtained by you from Keep The Faith or through or from the service shall create any warranty not expressly stated therein. To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall Keep The Faith be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the service, from the cost of procurement of substitute goods and services, from any goods or services purchased or obtained or messages received or transactions entered into through or from the service, or from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangibles.

Renewal

Any renewal of the sponsorship and advertising contract will be at Keep The Faith's sole discretion. The rates applicable to such renewal period (if any) are subject to change by Keep The Faith from time to time in its absolute discretion.

No Assignment or Resale of Ad Space

The sponsor and or advertiser or agent may not resell, assign or transfer any of its rights hereunder, and any attempt to resell, assign or transfer such rights will entitle Keep The Faith to terminate the sponsorship and advertising contract immediately, without liability on the part of Keep The Faith.

Cancellation

For print media the agreement is firm. If the sponsorship and or advertising campaign is cancelled, prior to the print date the sponsor and or advertiser will be invoiced 50% of the cost of the advert. For online campaigns the first thirty days of the sponsorship and or advertising campaign are firm. Effective on 16th day of the campaign, the sponsor and or advertiser or agent may cancel the campaign for any reason, provided 14 days' written notice is given. If the sponsorship or advertising campaign is cancelled within the specified time, the sponsor and or advertiser or agent will be entitled to a refund of 50% of the full sponsorship and/or advertising campaign fee. If the sponsorship or advertising campaign is cancelled within the second month of the campaign the sponsor and or advertiser or agent will be entitled to a refund of 25% of the full sponsorship and or advertising campaign fee. After such time, no refund will be made.

Miscellaneous

Keep The Faith reserve the right to make changes to this agreement at any time. Keep The Faith also reserve the right to modify or discontinue the Service, temporarily or permanently, without notice to you. You agree that Keep The Faith shall not be liable to you or any third party for any modification to or interruption, suspension or termination of the Service. Nothing under these Terms and Conditions limit Keep The Faith's liability for any fraudulent statement or for personal injury or death caused by Keep The Faith's negligence. If any provision of the Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Terms and Conditions and the remainder of the provision in question shall not be affected.

This Agreement is subject to English law and any dispute resulting from this agreement shall be submitted to the exclusive jurisdiction of the courts of England and Wales. ▲