

DESIGN EDGE ON-LINE CATALOGUE - TERMS & CONDITIONS

1 DEFINITIONS

In these Terms & Conditions the term "Exhibitor" means any person who has made application for and who has been granted space in the catalogue. The term "Catalogue" means the Design Edge On-Line Catalogue. The term "Organiser" means PSM Ltd or its assigns.

2 APPLICATION FOR INCLUSION IN THE CATALOGUE

2.1 Application for inclusion in the catalogue must be made on the Organiser's official Booking Form. The Organiser may at its sole discretion accept applications by purchase order, in writing, by telephone, by facsimile, by e-mail or accept a deposit payment in lieu of written application provided that these Terms & Conditions shall apply to any such application and shall constitute the entire agreement between the Organiser and the Exhibitor.

Until the completed booking form has been received and accepted by the Organiser, the Organiser has the right without giving notice to the Exhibitor to reject the application and the booking will be null and void.

2.2 Upon acceptance of the Booking Form by the Organiser there shall be a contract between the Organiser and the Exhibitor to which these Terms & Conditions shall apply.

2.3 Submitting text and images for inclusion constitutes an agreement that the Exhibitor applying for inclusion in The Catalogue owns the copyright of the text and images, and that the Exhibitor agrees to The Organiser publishing those images on the internet and also agrees to indemnify The Organiser against any claims that might be brought against it in the event that the Selected entrant is not the copyright holder.

3 LAYOUT OF CATALOGUE ENTRIES

3.1 Every Effort shall be made to provide the Exhibitor with the layout specified in the Booking Form. However, to facilitate an effective layout of the Catalogue and if the Organiser believes it to be in the best interest of the Catalogue, the Organiser has the right to crop and resize images, change the product categories in which the Exhibitor's catalogue entry is listed, select an alternate layout, and to reduce, expand and re-arrange text in its absolute discretion.

3.2 The Organiser will prepare the Exhibitor's catalogue entry from the text and images provided, subject to the provisos of paragraph 3.1. above. In the event that the Exhibitor wishes the Organiser to substitute new images or text for those first supplied, a charge will be made for each revision of the Exhibitor's entry according to the following scale.

3.3 Alterations to details of the Exhibitor's address, telephone number or other contact details will be made free of charge.

3.4 Substitutions will be charged at the rate of £5.00 (plus VAT) for each image plus £5.00 (plus VAT) for submission of new or revised text.

4 PAYMENT

4.1 All payments must be made in accordance with the terms and methods set out on the Booking Form.

4.2 In the event the Exhibitor fails to meet such payment obligations (whether as to the amounts or dates of payments) then the Organiser reserves the right to cancel its contract with the Exhibitor and the provisions of Paragraph 5 below relating to cancellation charges shall apply.

5 CANCELLATION OF CATALOGUE ENTRIES

5.1 If the Exhibitor wishes at any time prior to the publication of the catalogue to cancel his entry then written notice of such wish, stating the reasons for such cancellation, must be given to the Organiser by Recorded Delivery post. For the avoidance of doubt the Organiser shall not be obliged to accept the Exhibitor's notice of cancellation. The date of cancellation shall be the date the Organiser notifies the Exhibitor that it accepts the Organiser's notice.

5.2 In the event that the Organiser accepts the Exhibitor's notice of cancellation of his catalogue entry, or in the event that the Organiser terminates the contract with the Exhibitor for whatever other reason, the Organiser shall have the absolute discretion (but without prejudice to any other right or remedy available to the Organiser and without being under any liability to refund or reduce any payments due under these Terms & Conditions) to apply the following cancellation charges:

5.3 Where cancellation occurs after the exhibitor's catalogue entry has been prepared, no refund or abatement of any part of the fee will be due.

5.4 Where cancellation occurs before work has begun on the Exhibitor's entry, any refund due will be at the Organiser's absolute discretion.

5.5 The Exhibitor hereby acknowledges that the above amount represents reasonable compensation for the costs incurred by the Organiser as a result of the Exhibitor's cancellation and that they do not represent a penalty.

6 DURATION OF CATALOGUE

The catalogue will be published on-line from 1st August 2009 to 31st January 2010

7 UNDESIRABLE ACTIVITIES

If it appears to the Organiser that the Exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the Catalogue or which appear unethical or to be in breach of the law, The Organiser may, without being under any liability to refund or abate any charges paid or due herein, remove that Exhibitor's catalogue entry and refuse the Exhibitor the right to participate in the catalogue.

8 COMPLIANCE WITH REGULATIONS

The Exhibitor shall abide by and observe all requirements, laws, rules and regulations whether imposed by the Organiser or any municipal or other competent authority.

9 CANCELLATION OR CHANGE OF DATE OF CATALOGUE

- 9.1 In the event that by reason of any event outside the Organiser's reasonable control (including, without limitation, any strike or other industrial action involving the Organiser's own workforce) the Catalogue or any part thereof is prevented from being published in a particular location or by a particular date or for the full duration of the advertised period the Organiser shall be entitled in its absolute discretion to cancel, relocate or change the date and/or duration of all or any part of the Catalogue or reduce the planned period for preparation and in such event any refund of payments to the Exhibitor shall be at the absolute discretion of the Organiser. Such a refund, if given, shall be such proportionate share of the balance of the aggregate catalogue entry fees received by the Organiser in relation to the Catalogue as the Organiser thinks fit after deducting expenses incurred by and reasonable compensation for the Organiser, but in no case shall the amount of any refund exceed the amount paid by the Exhibitor nor shall the Exhibitor be entitled to review or audit any of the Organiser's financial records.
- 9.2 The Exhibitor hereby acknowledges that in the event any of the circumstances referred to in paragraph 9.1 occur he shall have no right to any refunds, damages or expenses.
- 9.3 In the event the Catalogue (or part thereof) is cancelled by the Organiser for commercial reasons including, without limitation, lack of support, then all payments made by the exhibitor to the Organiser will be refunded, but the Exhibitor hereby agrees that in such circumstances he will have no further claim (whether for damages or otherwise) against the Organiser.

10 DEFAULT AND EXHIBITOR'S INSOLVENCY

If the Exhibitor breaches or fails to perform or observe any obligations or restrictions set out in these Terms & Conditions, or if the Exhibitor becomes bankrupt, commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition with its creditors generally or has a petition preserved for the making of an administration order or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then the Organiser shall be entitled without notice to the Exhibitor to terminate its contract with the Exhibitor forthwith and the provision of paragraph 5 above shall apply.

11 LIMITATION OF LIABILITY

- 11.1 The Organiser, its employees or agent shall not be liable for any loss, theft, damage or injury to persons or property suffered by the Exhibitor, its employees or agents.
- 11.2 Information given by the Organiser about the Catalogue is accurate to the best of its knowledge but does not constitute any warranty or representation by the Organiser and therefore any mistake or omissions will not entitle the Exhibitor to cancel his Catalogue entry.
- 11.3 Whilst the Organiser shall use its reasonable endeavours to organise and promote the Catalogue in such manner as it considers appropriate, the Organiser reserves the right to amend or vary the manner or methods of such organisation and promotion and therefore any statements made by or on behalf of the Organiser as to audience projections or methods or timing of promotion shall constitute only general indications of the Organiser's promotion and organising strategy and shall not amount to any representation or warranty.

12 INDEMNITY

The Exhibitor hereby fully and effectually indemnifies the Organiser against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Organiser, its employees, agents or contractors as a result of any cause whatsoever arising in connection with the participation in the Catalogue of the Exhibitor, his agents, contractors or employees. The Exhibitor also fully and effectually indemnifies the Organiser against any claim made by any contractor or agent appointed by the Organiser as a result of a failure on the part of the Exhibitor, his agents, contractors or employees to perform in any way any contract entered into by the Exhibitor with such contractors or agents.

If the Exhibitor is a limited company, the directors of the Exhibitor hereby undertake to fully and effectually indemnify and keep indemnified the Organiser, its employees, agents and contractors against all costs, claims, demands, proceedings and losses for which the Organiser or its employees, agents and contractors may become liable in consequence of damage or injury to any person or property occasioned by or arising out of the act, default or negligence of the Exhibitor, its employees or agents or any other person under its direction or any independent contractor engaged by it.

- 13 ASSIGNMENT The Exhibitor shall not be entitled to assign or delegate to a third party, any rights or obligations of the Exhibitor arising under these Terms & Conditions. The Organiser shall be entitled to assign the benefit (subject to the burden) of its contract with the Exhibitor without notice to or consent from the Exhibitor.

- 14 ENTIRE AGREEMENT These Terms & Conditions contain the entire agreement between the Organiser and the Exhibitor and may not be changed orally, but only in writing signed by a duly authorised representative of the party against whom enforcement of any waiver, change, modification or discharge is sought.

- 15 GOVERNING LAW AND JURISDICTION These Terms & Conditions shall be construed in accordance with English law and the Exhibitor hereby submits to the non-exclusive jurisdiction of the English court

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