



London Marathon Ltd (the 'Publisher') - Terms of advertising

1. All advertisement orders are subject to acceptance from the Publisher and are subject to the conditions set out below. Any other proposed condition shall be void unless in writing and specifically accepted in writing by the Publisher.
2. The Publisher reserves the right to refuse, amend, withdraw, or otherwise deal with all advertisements submitted to it at its absolute discretion and without explanation. All advertisements must comply with the British Code of Advertising Practice.
3. The Publisher will not be liable for any loss or damage consequential or otherwise occasioned by error, altered publication or the failure of an advertisement to appear from any cause whatsoever. Should late publication or the failure of an advertisement to appear be due to the act or default of the Advertiser or the Advertiser's servants or agents then the space will be paid for in full notwithstanding that the advertisement has not appeared (such omission or suspension shall be notified to the Advertiser as soon as possible).
4. The Advertiser will indemnify the Publisher against any damage and/or loss and/or expense which the Publisher may incur as a direct or indirect consequence of the Advertiser's advertisement.
5. In no circumstances does the placing of an order confer the right to renew on similar terms.
6. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any way illegal or defamatory nor an infringement of any other party's rights nor an infringement of the British Code of Advertising Practice.
7. Notwithstanding anything in these Conditions providing to the contrary neither the Publisher nor the Advertiser shall be liable to each other for any loss or damage consequential or otherwise caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, act of God or other similar contingency beyond the control of either of them.
8. Copy must be supplied by the copy deadline date, and with no application from the Publisher. In the event of copy instructions not being received by the copy date, the Publisher reserves the right to repeat the copy last used.
9. The Publisher cannot accept responsibility for any changes to the send-out dates/schedules for e-Newsletters. Where changes to dates are required, a new date will be arranged as close as possible to the original send-out date to minimize any inconvenience.
10. Copy matter provided must conform to the Publisher's specifications and any additional work involved may be charged for.
11. The Publisher reserves the right to destroy all artwork and other materials which have been in the Publisher's (or the Publisher's printers) custody for three months provided that the Advertiser or the Advertiser's agent has not given instructions to the contrary. The Publisher may exercise this right without giving further notice to the Advertiser.
12. The cost of marketing packages includes 2 hours of Studio design time. Any work required after this will be charged at £75 per hour pro rata in 15 minute blocks.
13. Credit accounts are strictly net and must be settled on receipt of invoice unless otherwise agreed in writing. If an account is overdue, the Publisher reserves the right to suspend insertion and charge interest calculated at 4% above base rate.
14. All marketing packages are sold on a fixed inventory basis. The Publisher makes no guarantees about the likely return on any Marketing packages, which are undertaken at the Advertisers risk. Advertisers will be given access to a secure console to monitor the performance of campaigns.