### **Terms and Conditions**

The following terms and conditions are for the use of the Mark Allen Group (MAG) websites (the Site). MAG includes the following companies:MA Music, Leisure and Travel Ltd (MAMLT), MA Business Ltd (MAB), Airport Publishing Network (APN), MA Healthcare Ltd (MAHC), George Warman Publications (GWP), MA Education Ltd (MAED) & MA Exhibitions (MAX). MAG is registered at St Jude's Church, Dulwich Road, London, SE24 0PB. You may access the Site in several ways, including but not limited to, the world wide web, PDA, mobile phone and RSS feeds. These terms and conditions apply whenever you access the Site, on whatever device. By using the Site you are deemed to have accepted these conditions. These Terms & Conditions may vary from time to time, so please check them regularly.

#### **Trade Mark Notices**

Trade Mark Notices, Product names, logos, designs, titles, words or phrases within this website or publication may be trademarks, service marks, or trade names of MAG or other entities and may be registered in certain jurisdictions.

## Governing Law

Your use of this website will be governed by English law and by using it you submit to the exclusive jurisdiction of the English Courts.

- The Site has been created with UK users in mind and therefore its content may not be appropriate or lawful outside of the UK. Users from outside of the UK should therefore verify for themselves whether or not it is appropriate for them to access the Site
- 2. The terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from matters relating to the Site shall be exclusively subject to the jurisdiction of the courts of England and Wales.
- 3. If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted from the terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

## Copyright

- This website and its contents are copyright © Mark Allen Group, St Jude's Church, Dulwich Road, London, SE24 0PB England. All Rights Reserved. No intellectual property or other rights in and to the website or any of the material on this website are transferred to users.
- 2. By accessing this website, you agree to abide by the terms of the following limited licence to use this website. If you do not agree, you have no right to access or use this website and may not do so.

3. Except as otherwise indicated in specific documents on this website and subject to provisos 1 below, you are:

a.authorised to view documents within this website.

b.authorised to make temporary cache and memory copies and print documents within this website for your personal use and limited internal company use only. Proviso 1:

This website, all material on this website and the whole or any part of any document contained on or downloaded from this website may not be modified, distributed, republished, or uploaded for commercial use or commercially exploited in any manner without the prior written consent of MAG.

- 4. The emailing function on this site is intended solely for the purpose of contacting companies about their allied website products/services/needs as they appear on the website. Use of the email function to support any third-party mailing campaigns is strictly prohibited. Users who break this condition may be barred from using the site and may also be pursued in accordance with the law. Compensation may also be sought for any damage caused to the reputation of the publisher or to its business as a result of any infringement of this condition.
- 5. The copyright, and other rights, in some of the material appearing on the Site may belong to a third party. It is your responsibility to obtain any licences or permissions that may be required to use such material and you must agree to pay any costs or expenses incurred by MAG which arise as a result of your failure to obtain such licences and permissions.
- 6. The names, images and logos identifying MAG or third parties and their products and services, are the proprietary marks of MAG, and/or may be the proprietary marks of third parties. Any use made of these marks may be an infringement of rights in those marks and MAG reserves all rights to enforce such rights that it might have.

#### Disclaimer

- 1. To the fullest extent permitted by applicable laws, in no event shall MAG or its officers, directors, employees, agents, partners, suppliers, and contractors be liable for any loss or damage of any kind or character including (without limitation) any compensatory, incidental, direct, indirect, special, punitive, or (without limitation) consequential damages, loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of goodwill, loss of or corruption of data or contracts, loss of or damage to property, claims of third parties, or other losses of any kind or character, or any indirect or (without limitation) consequential loss or damage of any kind howsoever arising, whether in tort (including by negligence), contract or otherwise, arising out of or in connection with the use of this website, its contents (or part thereof) or any website with which this website is linked. You assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary.
- 2. MAG makes no representations with respect to this website or its contents or that of any linked websites.

- 3. The information contained on this website is provided "as is" and without warranty of any kind, either expressed or implied.
- 4. Any condition, warranty or other term which but for this clause c) would be implied into any contract between MAG and any user of this website, whether by statute, common law or otherwise (including without limitation the implied conditions of satisfactory quality and fitness for a particular purpose), with respect to this website and the whole or any part of its contents or any website with which it is linked, is hereby excluded.
- 5. MAG also makes no representations as to whether the information accessible via this website or any website with which this website is linked, is accurate, complete, or current. By using this website you acknowledge that by doing so you have not relied upon any representation, warranty or other assurance given or made by or on behalf of MAG (all of which are excluded).
- 6. Some of the pages on the Site include material (including, but not limited to, advertisements) posted by third parties. This includes most of the material that is posted on the "Jobs" section of the Site, which has been posted by third party employment agencies and businesses. Individual users and advertisers are solely responsible for the content of advertising and other material that they submit to MAG and for ensuring that such content complies with all relevant legislation. MAG accepts no responsibility for the content of material posted by third parties, including, without limitation, any error, omission or inaccuracy therein.
- 7. On some of the pages of the Site users may be given the opportunity of entering into agreements with third parties. MAG is not a party to those agreements, does not act as an agent for those third parties (who, in turn, do not act as agents for MAG) and MAG is not liable in relation to, and takes no responsibility for, any contract entered into by users with any third party.

## Registration

- 1. You agree to provide true, accurate, current and complete information about yourself as requested by MAG in the registration form ("the Registration Information"). You agree to maintain and promptly update the Registration Information to keep it true, accurate, current and complete. You agree to keep the password for your access confidential and agree not to permit anyone else to have access to it. Furthermore you agree to be fully responsible for all activities that occur under your password.
- 2. You agree to immediately notify MAG of any unauthorised use of your password.
- 3. Is a means to restrict access to the site to serious users thus saving bandwidth for those
- 4. MAG will cross-reference your registration details with its existing database information and may seek further data upon your return to the website to enhance the accuracy or completeness, which is used selectively by commercial companies, government and research organisations for occasional surveys or direct marketing activities.
- 5. You may opt out at registration/when you are logged in.
- 6. When registering for MAG events, in instances where the show is a joint partnership or sponsored event, then the registration data will be joint owned by all parties.

## Tracking and Privacy

- 1. Generic, anonymous tracking is undertaken to create general website statistics for analysis.
- 2. User-specific tracking is used to count page views of advertisers' information enhancements. Individuals selecting such information may be identified to the associated advertiser as interested viewers.

You may opt out at registration/when you are logged in.

View Privacy Policy

#### Permitted Use

- Subject to what is said below, material from the Site may be downloaded, viewed, listened-to, printed, copied on the hard disk of your computer (but not photocopied) and used for: your own personal, non-commercial purposes; internal business purposes; or the non-commercial purpose of using the Site as a personal information resource in good faith only. Single copies of pages from the Site may be printed out for the sole purposes of enabling the person printing the page to retain a copy for their own personal records. Any other type of use (and, in particular, any copying or distribution of material from the Site for any commercial or business purpose) requires the prior written agreement of MAG.
- 2. You agree that you will not use the Site:

for the posting, uploading, emailing or other transmission of any material which infringes the rights of any person or which is unlawful in any other respect; in any way which is abusive, defamatory or obscene or which will harass, distress or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Site by any person; which will compromise the privacy or data protection rights of any person; for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation or commercial exploitation; for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment; to create a database (electronic or otherwise) that includes material downloaded from the Site; to transmit or re-circulate any material obtained from the Site to any third party; or in any way that might bring MAG or any of its related companies or employees into disrepute.

3. Website content may not be used to compile other directories/databases/websites without the publisher's permission.

# Removal of Material and Cancellation of Access to the Site

- 1. MAG shall have the right to cancel your registration and/or refuse you access to the Site at any time and for any reason without giving you any advance notice and MAG shall not be liable for any losses or damages whatsoever (other than losses or damages for death or physical injury arising out of the negligence of MAG or its employees) arising from your inability to access any of the pages on the Site.
- 2. MAG shall have the right at any time and for any reason to remove from the pages on the Site any material posted, uploaded, emailed or otherwise transmitted by you without giving you any advance notice and MAG shall not be liable for any losses or damages whatsoever (other than losses or damages for death or physical injury arising out of the negligence of MAG or its employees) arising from the removal of such material.
- 3. MAG will not view or edit or pre-screen any contribution that you or anyone else make to the interactive pages of the Site and therefore, unless MAG is specifically notified of the nature of any item of content, you cannot assume that they are responsible for having made it available on the Site. MAG shall have the right (but not the obligation) to refuse or remove any content that is posted to, or made available on, the forums or the website without the need to give any reasons for doing so.
- 4. If you object to the publication of any material placed on the Site please let MAG know by calling +44 (0) 20 7738 5454 or by sending an email to <a href="mailto:enquiries@markallengroup.com">enquiries@markallengroup.com</a> and they will take whatever action they deem appropriate.

## **Submitting Content**

You may submit material for publication on parts of the Site. We accept no liability in respect of any material submitted by users and published by us and we are not responsible for its content and accuracy. If you want to submit material to MAG for publication on the Site, you may do so on the following terms and conditions:

- MAG may publish and make available to the public by any means any material that you submit, post, upload, email or otherwise transmit to them or to the Site at their sole discretion and they shall be entitled to make additions or deletions to any such material prior to publication.
- 2. You hereby grant MAG a non-exclusive, royalty-free, perpetual and worldwide licence to republish any material you submit, post, upload, email or otherwise transmit to them or to the Site in any format, including without limitation print and electronic format.
- 3. You hereby waive all of the moral rights that you have under Chapter IV of the Copyright, Design and Patents Act 1988 in respect of any material you submit, post, upload, email or otherwise transmit to MAG or to the Site.
- Publication of any material you submit to us will be at MAG's sole discretion. MAG
  reserves the right to make additions or deletions to the text or graphics prior to
  publication, or to refuse publication
- 5. You warrant to MAG that any material you submit to the Site is your own original work and that you own the copyright and any other relevant rights

- 6. You warrant that the material you submit and the language that you use is not obscene, abusive, hateful, offensive, defamatory of any person or otherwise illegal
- 7. You agree not to post material which is deliberately intended to upset other users, to breach confidence, to compromise privacy or to process personal data in an unauthorised manner.
- 8. You agree not to post material which may encourage criminal conduct or which may give rise to civil liability, or which is otherwise unlawful.
- 9. You agree not to place any links on the Site where those links take users to unlawful material or material that contravenes these terms.
- 10. You agree that, except where expressly permitted by MAG, you will not to place on the Site advertisements nor make commercial solicitations nor use the Site for any commercial purposes (which would include using the Site to promote or encourage the sale of your goods/services).
- 11. You acknowledge that any breach of these warranties may cause MAG damage or loss and you agree to indemnify MAG in full and permanently against any third party liabilities, claims, costs, loss or damage we incur as a result of publishing material you submit to us, including consequential losses.
- 12. MAG reserves the right to remove your access to individual services completely if MAG believes that you are abusing the services in any way.

#### Links

Some of the pages on the Site include links to external websites. These links are included to give users the opportunity to access other pages that it is felt may be of assistance to them. MAG is not responsible for the content of these Internet sites.

#### Viruses

- 1. While effort has been taken to ensure that the pages of the Site are free from viruses, MAG gives no warranties that they are indeed free from viruses and users are responsible for ensuring that they have installed adequate virus checking software.
- 2. MAG excludes, in so far as it is legally possible, all liability and responsibility (other than liability for death or physical injury arising out of the negligence of MAG or its officers) for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of:
- 3. (a) the pages on the Site or any other Internet sites; or
- 4. (b) any material downloaded from the Site or any other Internet sites.