This is important information which the Advertiser must read carefully before completing the Booking Form. Advertisers should retain a copy for of the Booking Form for future reference. You should read these Terms and Conditions carefully and only sign the Booking Form if they are acceptable to you.

These Terms and Conditions comprise the basis of a Contract between the Advertiser and Jersey Tourism. No amendment or addition to these Terms and Conditions is permitted without the express written permission of Jersey Tourism.

Definitions:

“Advert/Advertisement” means any paid for advertising offered by Jersey Tourism within its stayJersey or pureJersey publications only.

“Advertiser” is an entity that has contracted with Jersey Tourism to advertise in stayJersey or pureJersey.

“Jersey Tourism” is a department of the States of Jersey Economic Development Department.

“Contract” means the agreement made between the Advertiser and Jersey Tourism for the placement and provision of an advertisement(s). The contract is only complete once a completed Booking Form is received and a Jersey Tourism acknowledgement is received of the Booking Form.

“Contracted” means having completed a Jersey Tourism Booking Form and having received acknowledgement of receipt of the Booking Form from Jersey Tourism or having completed an online booking and received acknowledgement of this order online order.

“Prime Positions” are specifically requested pages within the guide and include, but are not limited to, inside front cover, inside back cover, out side back cover.

“Authorised Agents”, are entities that may from time to time be contracted by Jersey Tourism. Contracts will always be with Jersey Tourism and advertisers should check the credentials of any Authorised Agents.

1. All Adverts are accepted subject to Jersey Tourisms approval of the copy and to space being available.

2. Jersey Tourism cannot guarantee the location within the guide of any individual Advertisement (except negotiated Prime Positions) but every effort will be made to comply with the Advertiser’s requirements.

3. Jersey Tourism and its Authorised Agents, cannot give a guarantee as to the exact dates of printing, publication and distribution of the guide.

4. Cancellation cannot be accepted after the closing date of 30th September 2010 and there can also be no refund after this date of any payments already made. All cancellations before that date will incur a charge for work already completed, with a minimum fee of £500.

5a. Jersey Tourism reserves the right to accept any Advertisement for publication without being required to give reasons.

5b. Jersey Tourism reserves the right to reject any Advertisement for publication without being required to give reasons. Should this happen after payment has been received a full refund will be made. A refund will not be payable where the rejection has been made because an Advertiser gave false or inaccurate information.

6. If an Advert (copy) is not received by the final proof deadline, Jersey Tourism may either reject the Advertisement or print it in as complete a form as possible, no refund will be paid by Jersey Tourism. It is the Advertiser’s responsibility to ensure that all materials are submitted on time.

7. Advertisements are accepted on the assumption that the Advertiser warrants that they comply with the Trade Description Act 1968 and do not contravene any Act of Parliament, infringe the British Code of Advertising Practice or laws of the Island of Jersey.

8. QUALITY STANDARDS/ACCREDITATION: Accommodation establishments should be inspected under the Jersey Quality Assurance Scheme (JQA) or by the AA. Those ‘Awaiting Inspection' should provide evidence of key dates relating to that inspection.

9. A colour laser proof, or a pdf, of each Advertisement will be sent to the Advertiser who is responsible for checking the content. Any corrections to proofs must be made on the proof which has been received in the post or on a printed copy of the pdf proof document. The corrections/required changes must be clearly indicated and signed for on the proof. The proof must then be returned by fax, or scanned and emailed back to, the contact details on the proof documentation by the required date. No liabilities can be accepted for errors or omissions not so corrected. Alterations to the original copy or layout made at the proof stage may incur a £50 reproof charge.

10. FORCE MAJEURE: Jersey Tourism shall not be liable in respect of any breach of the Contract due to any cause beyond its reasonable control including (but without limitation): act of God, pandemic, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of Government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot, the act or omission of any other party and national and / or civil emergencies.

11. Should the guide not be published, then all Advertisers will receive a full refund of money paid. There shall be no further liability on Jersey Tourism.

12. The Advertiser is responsible for ensuring that all intellectual property rights contained within all Advertisement(s) and advertising materials provided to Jersey Tourism, do not infringe any intellectual property rights of any third party and shall indemnify and keep indemnified Jersey Tourism against all losses, damages, action, claims, costs and expenses (including legal and other professional fees) whatsoever arising from any such third party claims.

13. Advertiser's property, artwork, photographic originals, etc. are held at owner’s risk and should be insured by them against loss or damage from whatever cause.

14. In no event shall Jersey Tourism or its Authorised Agents be liable for any indirect or consequential loss (including, but not limited to loss of profits or revenue) incurred by the Advertiser or any third party.

15. Governing Law: The Contract shall be governed by and construed and interpreted in accordance with the laws of the Island of Jersey and the parties hereby submit to the exclusive jurisdiction of the Royal Court of the Island of Jersey.

16. All Advertisements are accepted at the sole discretion of Jersey Tourism. For the avoidance of doubt, Jersey Tourism is not obliged to accept any Advertisement which may be considered to be offensive, obscene, inaccurate and / or in any way affects the reputation of Jersey Tourism, stayJersey and / or pureJersey.

17. Severance. If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected.