



Bankshift.Net

Advertiser Name

Company

Address

Tel:

Email:

CONFIRMATION OF MEDIA/PARTNERSHIP BOOKING

Product :

Description :

Advertiser :

Issue(s) : Launch – Dec 2010

Date Booked :

Position :

Product/Service :

Order no: :

Cost : £

Net Price : £

VAT @ 15% : £

Total Cost : £

(Per insertion) -----

Please provide copy by xxxxxxxx

- *I have read the standard terms & conditions of acceptance of advertisements at www.bankshift.net/orderterms.pdf All cancellations must be confirmed in writing and adhere to the 2 week notice period.*
- *As per contract of sale payment must be made within 7 days of invoice date.*

PLEASE SIGN & EMAIL BACK

Bankshift.Net is the trading name of TempSoft Ltd

Reg in England No: 6621688

Dalton House 60 Windsor Road London SW19 2RR Tel: +44 (0) 844 589 3358 Fax: +44 (0) 844 589 3359

Signature of Advertiser/Partner

Name in Block Capitals

Position in Company

Signature of Sales Person

Additional Partnership Terms

Advertising/Partner Terms & Conditions

1. In these conditions the following expressions shall have the following meanings:
 - i) The term "Advertiser" , "Partner", and "Exclusive Partner", as used in these conditions, means the party who books the space or Partner arrangement and is responsible for payment.
 - ii) The term "Company", as used in these conditions means the owner of the

Bankshift.net, being Tempsoft Ltd..

2. These conditions shall apply to all advertisements accepted for publication, insertion or promotion by the company. Any other proposed conditions shall be void unless incorporated clearly in written instructions and specifically accepted in writing by the Company.
3. All advertisements are accepted subject to the Company's subsequent approval of the copy and to the space being available.
4. The copyright in all advertisements shall belong to the Advertiser or alternatively shall be the subject of a licence in favour of the Advertiser and the Advertiser hereby indemnifies the Company against any claim, damage or expenses arising from any claim for breach of copyright in respect of any advertisement inserted in space booked by the Advertiser.
5. The Company reserves the right to refuse, amend, withdraw or otherwise deal with all advertisements submitted to them at their absolute discretion and without explanation.
6. The Company shall not be liable for any loss or damage consequential or otherwise occasioned by errors due to third parties, subcontractors or inaccurate copy instructions.
7. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practise or such standards as may from time to time be set by the Advertising Standards Authority.
8. The Advertiser will indemnify the Company or Company's Agent fully in respect of any claim made against the Company or Company's Agent arising from the Advertisement. The Company or Company's Agent will consult the Advertiser as to the way such claims are to be handled.
9. The Company reserves the right to increase advertisement rates at any time or to amend the terms of contract as regards space or frequency of insertion. In such event the Advertiser has the option of cancelling the balance of contract without surcharge. If the Advertiser cancels the balance of a contract except in the circumstances of an increase in advertisement rates all unearned series discount will be surcharged. The Company or Company's Agent reserves the right to surcharge in the event of insertions not being completed within the contractual period.
10. All advertisement rates quoted are gross but exclusive of VAT.
11. If copy instructions are not received by the agreed date no guarantee can be given that corrections will be made and the Company or Company's Agent reserves the right to publish the most appropriate copy.

12. Charges additional to the advertisement rates will be made to the Advertiser for all costs incurred directly or indirectly by the Company or Company's Agent as a result of artwork being provided for publication:
 - i) other than in accordance with the mechanical specifications for artwork contained in the Company's ratecard or otherwise notified to the Advertiser: or
 - ii) after the agreed date for its submission complaints regarding reproduction of advertisements must be received in writing within one calendar month of the cover date.
13. All property belonging to the Advertiser , including original artwork, is held at the owner's risk and the Advertiser is responsible for ensuring that the same are insured against loss or damage from whatever cause. The Company or Company's Agent reserves the right to destroy all artwork which has been in its custody for six months from the date of its most recent publication.
14. The Company or Company's Agent reserves the right to refuse cancellations or transfers unless they are received not less than 2 after the order is placed
15. The Company or Company's Agent cannot accept responsibility for changes in date of insertion & copy unless these are confirmed in writing and in time for the changes to be made. The Company or Company's Agent reserves the right to charge for any additional expense involved in such changes.
16. Any recognised agent of the Advertiser is entitled to 10% commission of the gross rate for the advertisement in accordance with the applicable advertisement rate.
17. Credit accounts are strictly net and must be settled within 7 days. If an account is overdue the Company or Company's Agent reserves the right to suspend insertions and to charge interest at a rate of 1.5% per month for each month or part of a month for which an account is overdue.
18. Failure by advertising agents to pay accounts in accordance with these terms and conditions will make them liable to the following reductions in any commission otherwise allowed to agencies.
 - i) 3% on the gross rate where the sum owing remains unpaid one month or more after the due date.
 - ii) A further 2% making a total of 5%, on the gross rate, where the sum owing remains unpaid one month or more after the due date.
19. Additional terms for exclusive partners can be described separately in the box on the order form and duly signed by both parties.
20. These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.