TERMS & CONDITIONS

ADVERTISING ON THE IRELAND TRAVEL GUIDE WEBSITE

1.00 Introduction

- 1.01 The Ireland Travel Guide website (<u>www.theirelandtravelguide.com</u>) is an online tourism information resource.
- 1.02 From herein, The Ireland Travel Guide website will be referred to as "the Website".
- 1.03 The Website was created by Kieron Gribbon.
- 1.04 From herein, Kieron Gribbon will be referred to as "the Author" of the Website.
- 1.05 The Website is published by Donard Media.
- 1.06 From herein, Donard Media will be referred to as "the Publisher" of the Website.
- 1.07 The Publisher is responsible for all of the Website's commercial activities, including the management of its advertising contracts.

2.00 Advertising

- 2.01 Advertising space is available throughout the Website for tourism-related businesses.
- 2.02 Fee-based advertising space can be purchased as year-long Contracts or as convenient one-off Contracts. The cost of a one-off Contract equates to the cost of the respective year-long Contract multiplied by 5. For example, if a year-long Contract costs £60, the respective one-off Contract costs £300.
- 2.03 Each year-long advertising Contract requires an up-front fee payment for the first year and an annual renewal fee payment at the start of each subsequent year.
- 2.04 One-off advertising Contracts require single up-front fee payments without the need for any future renewal fees.
- 2.05 Fee-based advertising space can be purchased by individual businesses or by groups of businesses. Individual businesses in group Contracts (up to 25 individual businesses) can each save up to 50% on advertising fees. Group Contracts can be year-long or one-off (see 2.02 to 2.04 above).
- 2.06 From herein, any entity being advertised on the Website will be referred to as a "Client".

3.00 Advertising contract

- 3.01 All potential Clients wishing to advertise on the Website must enter into an advertising Contract (from herein referred to as "the Contract") with Donard Media.
- 3.02 The terms and conditions contained in this document comprise the main part of the Contract itself.
- 3.03 When entering into a Contract with the Publisher, the Client will be required to confirm that they agree to comply with these terms and conditions.
- 3.04 If applicable, the Client will also be required to confirm that they agree to comply with any additional terms and conditions which are specific to their Contract.
- 3.05 The Publisher agrees to upload the Client's advertisement image(s) after payment of fees (if applicable) have been received in full and no later than the Contract start date.
- 3.06 The Contract start date is the date when the respective Client's advertisement image(s) first appears on the Website. For year-long contracts, the renewal date each year becomes the new start date.
- 3.07 The Contract end date for year-long Contracts is exactly one year after the respective Contract start / renewal date.
- 3.08 Where advertisements are displayed in slideshows, these will appear in the order they are uploaded. The first image to be uploaded to a particular slideshow will always appear first in that slideshow until its advertising contract is terminated. Each new image being added to a slideshow will appear at the end of that slideshow.
- 3.09 The Publisher agrees to maintain the Client's advertisement image(s) on the Website permanently or until the Contract end date (whichever is applicable), unless the Client violates the terms and conditions.
- 3.10 For year-long advertising contracts, the Publisher agrees to give the Client adequate notification and instructions for contract renewal / termination procedure prior to Contract end date.
- 3.11 A year-long Contract will only be renewed when a contract renewal instruction email and fee payment is received from the respective Client.
- 3.12 Clients can request that their advertisement image(s) be removed from the Website at any time. If a Contract is terminated early at the Client's own request, the Author / Publisher is unable to reimburse any portion of fees already paid.
- 3.13 The Author / Publisher will make every reasonable effort to ensure that the Website is continuously and permanently available for uninterrupted public viewing.

- 3.14 In the unlikely event that the Website needs to be deactivated permanently during the first five years of a one-off Contract, Clients will be reimbursed a percentage of their fee. If a permanent deactivation should occur during the 1st year of a one-off Contract, 50% of the one-off fee will be reimbursed to the Advertiser. If it should occur during the 2nd year, 37.5% of the one-off fee will be reimbursed. During the 3rd year, 25% of the one-off fee will be reimbursed. During the 4th year, 12.5% of the one-off fee will be reimbursed. During the 5th year and later, there will be no reimbursement.
- 3.15 In the unlikely event that the Website needs to be deactivated permanently, there will be no reimbursement to Clients with year-long Contracts.
- 3.16 The Author / Publisher takes no responsibility for any temporary downtime due to third party activity (e.g. maintenance carried out by website hosting provider), however will endeavour to resolve any downtime issues as quickly as possible.
- 3.17 It is the Client's responsibility to notify the Publisher of any changes to links from their advertisement image(s) during the Contract period by emailing an update instruction.
- 3.18 The Author / Publisher will not amend links from advertisement images during the Contract period unless a specific update instruction has been received from the respective Client.
- 3.19 The Author / Publisher takes no responsibility for any out-of-date third-party links from advertisement images if an update instruction has not been received from the respective Client.
- 3.20 The Author / Publisher supports the policies of the Leave No Trace campaign (www.leavenotraceireland.org) and expects all Clients to do the same. Any Client whose actions demonstrate a disregard of the Leave No Trace policies will have their advertisement removed from the Website without refund (if applicable).
- 3.21 These terms and conditions may be amended by the Publisher in the future.
- 3.22 Existing Clients will be given adequate notification of any amendments to terms and conditions.
- 3.23 Amendments to terms and conditions will not be applied to an active Contract until its next renewal, unless the amendment needs to be applied immediately.