



3 V Media Limited  
Registered Address:  
dekm  
8 Vernon Street  
Derby  
DE1 1FR  
Company: No 9900412  
Tel: 01332 749187  
Mobile: 07841 474758  
Email: [chris@3vmedia.uk](mailto:chris@3vmedia.uk)



## 3 V Media Limited Full Terms and Conditions.

### ADVERTISING DISCLAIMER:

Disclaimer: All artwork must be submitted by the deadline date provided on the Artwork Form. Any artwork submitted after this date will not be published within your chosen edition but will go into the next edition instead. When receiving proofs of your work please check that all spelling and grammar is correct as 3V Media limited and The Derbeian Magazine will not be held ac-countable for any mistakes once the proof has been approved by the customer.

### ADVERTISING TERMS AND CONDITIONS:

1. Advertisements must conform to the British Code of Advertising Practice
2. and must accurately reflect the product and or service being advertised.
3. Advertisements are subject to the publisher's approval.
4. All claims made in advertisements must be capable of being supported by appropriate evidence and must be made available to the publisher upon request.
5. Advertisements should be in line with 3 V Media Limited's and the Derbeian Magazine's policies and ethos. As such certain types of advert and promotions may not be permitted within the magazine.
6. The publication of an advertisement by the 3 V Media Limited does not constitute endorsement of the advertiser, its products or services.
7. Space reserved by an advertiser must be paid in full where the advertisement is not published due to an act of omission by the advertiser. This includes advert copy that arrives after publication dead-line date.
8. 3 V Media Limited reserves the right to increase advertisement rates at any time or to amend the terms and conditions at any time.
9. 3 V Media Limited will not be liable for any loss or damage caused by amendment, error, late publication or non-publication from any cause whatsoever.
10. 3 V Media Limited will not accept liability for any error on the part of third parties or inaccurate copy instructions.

- 11.3 V Media Limited reserves the right to publish the most appropriate copy should copy instructions not be received by the stipulated time.
12. Artwork should be supplied as an electronic image file, via email to [chris@3vmedia.uk](mailto:chris@3vmedia.uk) in the following formats: jpeg or PDF, scaled to print size at 300 dpi, with relevant fonts and images, logos etc. included.
13. Payment for all advertisements is due on or before the date stated on invoice.
14. By confirming booking via email, Phone or by post, you commit to the space reserved and agree to the terms and conditions of booking herewith.
15. We regret cancellations cannot be accepted after 5 days of booking with The Derbeian Magazine or The Burtonian Magazine. Space reserved for which no artwork or copy is received by copy deadline date will be charged at 10% of the agreed rate as stated on the Artwork Form.
16. Repeat adverts. If 3 V Media Limited are asked to repeat an advert, we will always use the most recent copy published unless instructed otherwise.
17. Neither 3 V Media Limited or its contractors and sub-contractors shall be liable for any consequential loss arising from non-publication of advert or from any errors or omissions contained in published copy/advert.
18. Material which in the 3 V Media Limited's opinion could be considered offensive to readers will be censored or omitted from the publication. Where possible you will be advised to supply alternative copy. Point 6 shall apply if new copy is not received by copy deadline date.
19. The Derbeian Magazine reserves the right to amend T&C's at any time

## **3V MEDIA LIMITED ANTI-SPAM POLICY**

### **1. Introduction:**

1.1 In the context of electronic messaging, "spam" means unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose.

1.2 We have a zero-tolerance spam policy.

### **2 Credit:**

This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

### **3 Spam filtering:**

3.1 Our messaging systems automatically scan all incoming email and other messages and filter out messages that appear to be spam.

3.2 We may also report incoming email as spam. This can result in IP addresses and domain names being blacklisted.

#### **4 Spam filtering issues:**

4.1 No message filtering system is 100% accurate, and from time to time legitimate messages will be filtered out by our systems.

4.2 If you believe that a legitimate message you have sent has been filtered out by our systems, please advise the message recipient by another means.

4.3 You can reduce the risk of a message being caught by the spam filters by:

- (a) sending the message in plain text (instead of, or in addition to, HTML);
- (b) removing any message attachments;
- (c) avoiding the terminology and text styling typically used by spammers; and/or
- (d) ensuring that your messages are scanned for malware before dispatch.

#### **5 User spam:**

5.1 Users must not use our messaging facility or any of our other services to store, copy, send, relay or distribute spam.

5.2 Full provisions concerning the use of our messaging facility are set out in our website terms and conditions of use.

#### **6 Receipt of unwanted messages from us;**

6.1 In the unlikely event that you receive any message from us or sent using our systems that may be considered to be spam, please contact us using the details below and the matter will be investigated.

#### **7 Variation;**

7.2 We may amend this policy at any time by publishing a new version on our website.

#### **8 Our details:**

8.1 This website is owned and operated by 3 V MEDIA LIMITED

8.2 Our principal place of business is at 3 V MEDIA LIMITED, 8 VERNON STREET, DERBY, DERBYSHIRE, UNITED KINGDOM, DE1 1FR.

8.3 You can contact us:

- (a) by post, using the postal address given above
- (b) using our website contact form

- (c) by telephone, on the contact number published on our website from time to time; or
- (d) by email, using the email address published on our website from time to time.

## **3V MEDIA LIMITED COPYRIGHT NOTICE**

Copyright © 2016 3V MEDIA LIMITED

### **Credit:**

This document was created using a Contractology template available at <http://www.contractology.com>.

### **Ownership of copyright:**

The copyright in this website and the material on this website (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material on this website) is owned by 3V MEDIA LIMITED and its licensors.

### **Copyright license:**

3V MEDIA LIMITED grants to you a worldwide non-exclusive royalty-free revocable license to: view this website and the material on this website on a computer or mobile device via a web browser; copy and store this website and the material on this website in your web browser cache memory; and print pages from this website for your own personal and non-commercial use. 3V MEDIA LIMITED does not grant you any other rights in relation to this website or the material on this website. In other words, all other rights are reserved. For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast or show or play in public this website or the material on this website (in any form or media) without 3V MEDIA LIMITED'S prior written permission.

### **Data mining:**

The automated and/or systematic collection of data from this website is prohibited.

## **Permissions:**

You may request permission to use the copyright materials on this website by writing to

[chris@3vmedia.uk](mailto:chris@3vmedia.uk) or  
3 V MEDIA LIMITED  
8 VERNON STREET  
DERBY  
DERBYSHIRE  
UNITED KINGDOM  
DE1 1FR

## **Enforcement of copyright**

3V MEDIA LIMITED takes the protection of its copyright very seriously.

If 3V MEDIA LIMITED discovers that you have used its copyright materials in contravention of the license above, 3V MEDIA LIMITED may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs. If you become aware of any use of 3V MEDIA LIMITED'S copyright materials that contravenes or may contravene the license above, please report this by email to [info@3vmedialtd.co.uk](mailto:info@3vmedialtd.co.uk) or by post to 3 V MEDIA LIMITED, 8 VERNON STREET, DERBY, DERBYSHIRE, UNITED KINGDOM, DE1 1FR

## **Infringing material:**

If you become aware of any material on the website that you believe infringes your or any other person's copyright, please report this by email to [info@3vmedialtd.co.uk](mailto:info@3vmedialtd.co.uk) or by post to 3 V MEDIA LIMITED, 8 VERNON STREET, DERBY, DERBYSHIRE, UNITED KINGDOM, DE1 1FR

## **Status of linking policy:**

### **Credit:**

This document was created using a Contractology template available at <http://www.contractology.com>. 3V MEDIA LIMITED welcomes links to this website made in accordance with the terms of this linking policy. This linking

policy is intended to assist you when linking to this website. OR By using this website you agree to be bound by the terms and conditions of this linking policy.

### **Links to this website:**

Links pointing to this website should not be misleading. Appropriate link text should always be used. From time to time the URL structure of this website may be updated, and unless 3V MEDIA LIMITED agrees in writing otherwise, all links should point to <https://www.thederbeian.com> You must not use the 3V MEDIA LIMITED logo to link to this website (or otherwise) without 3V MEDIA LIMITED'S express written permission. You must not link to this website using any inline linking technique. You must not frame the content of this website or use any similar technology in relation to the content of this website.

### **Links from this website:**

This website includes links to other websites owned and operated by third parties. These links are not endorsements or recommendations. 3V MEDIA LIMITED has no control over the contents of third party websites, and 3V MEDIA LIMITED accepts no responsibility for them or for any loss or damage that may arise from your use of them.

### **Removal of links:**

You agree that, should 3V MEDIA LIMITED request the deletion of a link to our website that is within your control, you will delete the link promptly. If you would like 3V MEDIA LIMITED to remove a link to your website that is included on this website, please contact 3V MEDIA LIMITED using the contact details below. Note that unless you have a legal right to demand removal, such removal will be at our discretion.

### **Changes to this linking policy:**

3V MEDIA LIMITED may amend this linking policy at any time by publishing a new version on this website.

### **Contact us:**

Should you have any questions about this linking policy, please contact 3V MEDIA LIMITED using the details set out below:

Email: [info@3vmedialtd.co.uk](mailto:info@3vmedialtd.co.uk) Write to:

3 V MEDIA LIMITED,

8 VERNON STREET,  
DERBY,  
DERBYSHIRE,  
UNITED KINGDOM,  
DE1 1FR

### **The Derbeian Magazine Disclaimer:**

#### **1. Introduction**

This disclaimer governs the use of magazines. By using this magazine, you accept this disclaimer in full. / We will ask you to agree to this disclaimer before you can access the magazine

#### **2. Credit:**

This disclaimer was created using an SEQ Legal template.

#### **3. No advice:**

The magazine contains information about many subjects. The information is not advice and should not be treated as such. You must not rely on the information in the magazine as an alternative to legal / medical /financial / taxation / accountancy / other advice from an appropriately qualified professional. If you have any specific questions about any legal / medical / financial / taxation / accountancy / other matter you should consult an appropriately qualified professional. If you think you may be suffering from any medical condition you should seek immediate medical attention. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information in the magazine. You should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information in the magazine.

#### **4. No representations or warranties:**

To the maximum extent permitted by applicable law and subject to section 6 below, we exclude all representations, warranties, undertakings and guarantees relating to the magazine. Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee: that the information in the magazine is correct, accurate, complete or non-misleading; that the use of guidance in the magazine will lead to any particular outcome or result.

#### **5. Limitations and exclusions of liability:**

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: are subject to section 6 below; and govern all liabilities arising under the disclaimer or in relation to the magazine, including liabilities arising in contract, in tort (including negligence) and

for breach of statutory duty. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. We will not be liable to you in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill. We will not be liable to you in respect of any loss or corruption of any data, database or software. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

## **6. Exceptions**

Nothing in this disclaimer shall: limit or exclude our liability for death or personal injury resulting from negligence; limit or exclude our liability for fraud or fraudulent misrepresentation; limit any of our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law.

## **7. Severability**

If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect. If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

## **8. Law and jurisdiction**

This disclaimer will be governed by and construed in accordance with English law, and any disputes relating to this disclaimer will be subject to the exclusive jurisdiction of the courts of England and Wales.

## **9. Our details**

In this disclaimer, "we" means (and "us" and "our" refer to) 3 V Media Limited a company registered in England and Wales under registration number 09900412

## **Website T&C's**

### **Credit:**

This document was created using a Contractology template available at <http://www.contractology.com>.

## **Introduction:**

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website. You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age. This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our 3V MEDIA LIMITED'S use of cookies in accordance with the terms of 3V MEDIA'S privacy policy / cookies policy.

## **License to use website:**

Unless otherwise stated, 3V MEDIA LIMITED and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages, images and videos from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

## **You must not:**

republish material from this website (including republication on another website sell, rent or sub-license material from the website; show any material from the website in public; reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose; edit or otherwise modify any material on the website; or redistribute material from this website except for content specifically and expressly made available for redistribution Where content is specifically made available for redistribution, it may only be redistributed within 3V MEDIA LIMITED

## **Acceptable use:**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data

harvesting) on or in relation to this website without 3V MEDIA LIMITED's and Chris Varty's express written consent. You must not use this website to transmit or send unsolicited commercial communications. You must not use this website for any purposes related to marketing without 3V MEDIA LIMITED'S or Chris Varty's express written consent.

### **User content:**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose. You grant to 3V MEDIA LIMITED a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to 3V MEDIA LIMITED the right to sub-license these rights, and the right to bring an action for infringement of these rights. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or 3V MEDIA LIMITED or a third party (in each case under any applicable law). You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. 3V MEDIA LIMITED reserves the right to edit or remove any material submitted to this website, or stored on 3V MEDIA LIMITED servers, or hosted or published upon this website. Notwithstanding 3V MEDIA LIMITED rights under these terms and conditions in relation to user content, 3V MEDIA LIMITED does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

### **No warranties:**

This website is provided "as is" without any representations or warranties, express or implied. 3V MEDIA LIMITED makes no representations or warranties in relation to this website or the information and materials provided on this website. Without prejudice to the generality of the foregoing paragraph, 3V MEDIA LIMITED does not warrant that: this website will be constantly available, or available at all; or the information on this website is complete, true, accurate or non-misleading. Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

### **Limitations of liability:**

3V MEDIA LIMITED will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise

in connection with, this website: to the extent that the website is provided free-of-charge, for any direct loss; for any indirect, special or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data. These limitations of liability apply even if 3V MEDIA LIMITED has been expressly advised of the potential loss.

### **Exceptions:**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit 3V MEDIA LIMITED liability in respect of any: death or personal injury caused by 3V MEDIA LIMITED negligence; fraud or fraudulent misrepresentation on the part of 3V MEDIA LIMITED; or matter which it would be illegal or unlawful for 3V MEDIA LIMITED to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness:**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

### **Other parties:**

You accept that, as a limited liability entity, 3V MEDIA LIMITED has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally, against 3V MEDIA LIMITED officers or employees in respect of any losses you suffer in connection with the website. Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect 3V MEDIA LIMITED officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as 3V MEDIA LIMITED.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity:**

You hereby indemnify 3V MEDIA LIMITED and undertake to keep 3V MEDIA LIMITED indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by 3V MEDIA LIMITED to a third party in settlement of a claim or dispute on the advice of 3V MEDIA LIMITED legal advisers) incurred or suffered by 3V MEDIA LIMITED arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

**Breaches of these terms and conditions:**

Without prejudice to 3V MEDIA LIMITED's other rights under these terms and conditions, if you breach these terms and conditions in any way, 3V MEDIA LIMITED may take such action as 3V MEDIA LIMITED deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

**Variation:**

3V MEDIA LIMITED may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

**Assignment:**

3V MEDIA LIMITED may transfer, sub-contract or otherwise deal with 3V MEDIA LIMITED'S rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

**Severability:**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

**Entire agreement:**

These terms and conditions constitute the entire agreement between you and 3V MEDIA LIMITED in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

**Law and jurisdiction:**

These terms and conditions will be governed by and construed in accordance with UK LAW, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of UK.

**Registrations and authorisations**

3V MEDIA LIMITED is registered with Companies House. You can find the online version of the register at <http://wck2.companieshouse.gov.uk>. 3V MEDIA LIMITED'S registration number is 09900412,

3V MEDIA LIMITED details The full name of 3V MEDIA LIMITED is 3 V MEDIA LIMITED. 3V MEDIA LIMITED is registered in UK under registration number 09900412.

3V MEDIA LIMITED registered Office is:

3 V MEDIA LIMITED  
8 VERNON STREET  
DERBY  
DERBYSHIRE  
UNITED KINGDOM  
DE1 1FR.

You can contact 3V MEDIA LIMITED by email to [chris@3vmedia.uk](mailto:chris@3vmedia.uk)