

13 The Advertiser agrees to indemnify and hold the Publisher and/or (as applicable) the Publisher's affiliates, officers, directors, agents and employees harmless from all losses incurred (including legal costs), in respect of any claim or demand, including threatened claims or demands, made by any third party which constitute, or would if proved constitute, a breach or threatened breach by the Advertiser of these Terms and Conditions or any breach by the Advertiser of any law or an infringement of the rights of a third party. The Publisher shall consult with the Advertiser as to the way in which such claims are handled but the Publisher retain the final decision on all aspects of the claim, including choice of instructing solicitors, steps taken in litigation and decisions to settle the case. The Advertiser shall provide, at its own expense, such co-operation and assistance as the Publisher may reasonably request, including the provision of witnesses, access to premises and delivery up of documents.

14 The Advertiser shall promptly notify the Publisher in writing of any actual, threatened or suspected claim made by a third party or parties against the Advertiser and/or the Publisher in relation to a Notice. The Publisher reserves the right, following a claim or threatened claim, to immediately remove the Notice which is the subject of the complaint from the website at www.gazettes-online.co.uk and all other websites controlled by the Publisher containing the Notice. The Publisher may require the Advertiser to amend the Notice at its own cost before it agrees to re-publish the Notice if it is capable of rectification to avoid the claim or threatened claim. Any reinstatement of the Notice shall be at the sole discretion of the Publisher.

15 The Advertiser acknowledges that the Publisher may re-use Notices and/or allow third parties to re-use Notices accepted for publication in the London Gazette, and hereby assigns to the Publisher all rights, including but not limited to, copyright in all Notices, and warrants that any such activity by the Publisher and/or third parties does not and will not infringe any legal right of the Advertiser or any third party.

16 The Advertiser accepts that the purpose of the London Gazette is to disseminate information of interest to the public as widely as possible and that the information contained in the Notices published in the London Gazette may be used by third parties after publication for any purpose. In such instance, the Publisher accepts no liability whatsoever.

17 The Advertiser accepts that the Charges may be amended from time to time and will be payable at the rate in force at the time of invoicing unless otherwise agreed by the Publisher. The Charges must be paid by the Advertiser in advance of publication unless other requirements of the Publisher (as determined from time to time) are notified to the Advertiser.

18 If the Advertiser wishes to make a Complaint then please refer to the Gazette office.

19 A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party specified in these Terms and Conditions or which exists or is available apart from that Act.

20 These Terms and Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.
