

Conditions of Acceptance of Advertisements

The following conditions govern the Publisher's dealings with all advertisements (referred to below as "adverts") for publication. These conditions apply to each contract for the insertion of an advert together with any additional relevant conditions as are contained in the Publisher's rate card for the type of advert in question. In the event of any inconsistency between those two sets of conditions, these conditions shall have priority.

1. "The Publisher" means the proprietor of the publication and/or the website in which the advert appears. "The Advertiser" means the person, firm, company, organisation, or representative of any such party, who places an order with the Publisher, for the insertion of an advert in any of the Publisher's publications.

2. The Advertiser warrants that:

- a) descriptions of goods in the advert are accurate and in no way contravene the provisions of the Trade Descriptions Act 1968, and the Fair Trading Act 1973;
- b) the advert complies with the British Code of Advertising Practice currently in force;
- c) any advert offering credit or hire facilities complies with the Consumer Credit Act 1974 and all Regulations made thereunder;
- d) in respect of any investment advert, the Advertiser and the advert comply with the provisions of the Financial Services and Markets Act 2000 and any regulations made under it;
- e) the publication of an advert will not breach any contract or infringe any copyright, trademark, or other personal or proprietary right of any person.
- f) the advert is not defamatory, does not constitute contempt of court, complies where relevant with the Representation of the People Act 1983 and subsequent election law, and is decent, honest and truthful.

3. Advertisers placing adverts offering goods or services of a business, commercial or trade nature will be deemed "Trade Advertisers", and as such, must include their names in the advert. To comply with the Business Advertisements (Disclosure) Order 1977, Trade Advertisers must make it clear they are selling goods in the course of business either by content, format, size or place of the advertisement, or by including words such as "trade", "dealer", "agent", "wholesaler", "(T)" etc, in adverts.

4. Subject to clauses 7 and 8 hereof, the Publisher accepts no liability whatsoever for any loss or damage however caused, arising out of:

- a) any error, inaccuracy or omission in the printing of any advert;
- b) any failure to publish an advert on the day/date or days/dates specified by the Advertiser;
- c) breach by the Advertiser of the warranties set out in clause 2 above; or
- d) any delay in forwarding, or omission to forward, replies to box numbers to the Advertiser.

5. The Publisher will endeavour to publish adverts on the day/date or days/dates specified by the Advertiser but insertion days/dates cannot be guaranteed.

6. The Publisher does not review any adverts submitted by the Advertiser before publication. In the event that the Publisher becomes aware or is made aware prior to publication that the contents of the advert is in breach of these conditions, the Publisher reserves the right to reject the advert, and in such a case, the Advertiser will remain liable to pay the Publisher's full charges.

7. Whilst every effort is made to minimise errors in adverts, mistakes sometimes occur. The Publisher will make all reasonable efforts to ensure accuracy at all times. However, Advertisers should check their adverts and inform the Publisher of any errors immediately. Responsibility cannot be accepted for any incorrect insertion of an advert which occurs more than 6 days after any such incorrect insertion first occurred, unless the Advertiser has, within that period, notified the Publisher in writing about the problem. Typographical or minor changes which do not affect the value of an advert do not qualify for republication or allowances. Without prejudice to clause 3, the Publisher's liability, where proved, is limited to the price agreed for the advert in question. Without obligation, the Publisher may, at its discretion, settle any such liability by giving a credit for its charge for the advert or publish the advert for a second time without charge. The Publisher reserves the right to make reasonable changes to the size of adverts as they appear on publication, and for the avoidance of doubt, makes no guarantee that an advert will appear exactly in accordance with any size specifications given. Adverts purported to be "full-page" or "half-page" shall be sized at the Publisher's sole discretion.

8. The Publisher's agreement to publish an advert is conditional upon its seeing the proposed advert prior to publication. The Publisher reserves the right to reject part or all of the Advertiser's copy or artwork at its sole discretion.

9. The placing of an advert shall be deemed to constitute acceptance of these conditions. The parties expressly agree that any terms stipulated by an Advertiser on an order form or elsewhere shall be superseded insofar as they conflict with any of these conditions.

10. Account credit facilities are granted at the discretion of the Publisher.

11. Advertising agencies and other agents warrant that they contract with the Publisher as a principal even though they may be acting in a representative capacity.

12. The contract between the Advertiser and the Publisher shall be construed under, and governed by, the laws of England and Wales, and the parties agree the English courts shall have exclusive jurisdiction.

13. It is the responsibility of Advertisers to ensure they are aware of and comply with copy deadlines, and to ensure that any copy, artwork or assets have been received by the Publisher before deadline.

14. The Publisher will not be liable for any loss of copy, artwork, photographs or other assets. Such items will only be returned at the Publisher's discretion. The Advertiser must therefore retain sufficient copies of such items for its own purposes prior to submission.

15. The Publisher will not provide proof of insertion to the Advertiser unless it is a recognised advertising agency. The Publisher may make a copy of a publication available to an Advertiser at its discretion if a request to do so is made at the time of the booking.

16. All colour advertisements are non-cancellable. In the event that an Advertiser needs to cancel a mono advert they may do so prior to the official published booking deadline. In such a case, a stop number will be issued as proof of a cancellation that has been agreed with the Publisher. This will be required if a subsequent invoice is subject to query. Invoices will remain payable unless the Advertiser has been issued with a stop

number.

17. Every endeavour will be made to forward replies to box numbers to the Advertiser as soon as possible after receipt by the Publisher, but the Publisher accepts no liability in respect of any loss or damage alleged to have arisen, however caused, and in particular, through any delay in forwarding, or omission to forward, or loss of, such replies. No liability is accepted for any disclosure of the identity of the Advertiser to any third party.

18. The Advertiser agrees to the reasonable processing by the Publisher of any personal data relating to the Advertiser as defined in the Data Protection Act 1998, for the purposes of providing advert insertion services to the Advertiser. Processing of such personal data by the Publisher will comply with all relevant legislation, including but not limited to the 1998 Act. The service requested by the Advertiser may require the Publisher to carry out credit searches with a credit-reference agency which will record the fact that a search has been made. This may necessitate the sharing of the Advertiser's information with other lenders and credit-reference agencies; however, the Publisher will only use information from such searches to make credit-granting decisions and, if necessary, for fraud prevention or tracing debtors. By placing adverts, Advertisers thereby give their consent to their personal data being stored, processed and disclosed for these purposes. If the Publisher is required by Trading Standards, Police or other relevant authorities to disclose information relating to any advert, the Advertiser authorises disclosure of that information. Any such information will be disclosed by the Publisher in good faith, and the Advertiser acknowledges that it will have no cause of action in respect of any such disclosure.

19. The Advertiser shall indemnify the Publisher against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Publisher arising out of or in connection with:

- (a) any breach of the warranties contained in clause 2;
- (b) any breach or negligent performance or non-performance by the Advertiser of this agreement; or
- (c) any claim made against the Publisher for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the advert.

20. The Publisher's obligations do not exceed those contained in these conditions, and any further purported liability of the Publisher is expressly excluded to the fullest extent allowed by law.

21. No waiver by the Publisher shall be effective except in relation to the matter for which it was specifically given.