

Newsquest Media Group Limited
Advertising Agency Terms and Conditions of Advertising

Definition of terms

1. In these terms and conditions:
- 1.1 the "Publisher" ("Us", "We", "Our") means the publisher of the Media in which the Advertisement is to appear or has appeared. All further references to the Publisher shall be deemed to include a Group Company;
- 1.2 "the Media" means the media (including any supplement in any format for which no charge is made to its recipient and which is published by the Publisher, whether regularly or occasionally, as part of, or in association with, or independently of such Media) in or with which the Advertisement is to be published or inserted or has been published or inserted;
- 1.3 "the Advertiser" means the person advertising the product or service promoted or making an announcement;
- 1.4 "the Buyer" ("You", "Your") means the advertising agency or media buyer placing with Us the Order for the insertion of the Advertisement either on behalf of an Advertiser or for Your own advertising;
- 1.5 "the Data Sheet" means Our data sheet in effect for the time being and may include, among other matters, Our scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles and standard conditions;
- 1.6 "an Advertisement" means the matter to be published or separately inserted in the published Media;
- 1.7 "the Order" ("Ordered") means an order placed by You with Us, whether in writing, by telephone or electronic medium, and accepted by Us for the insertion of or a series of insertions of a particular Advertisement in the Media at a cost, size, specification, insertion pattern and content agreed at the time of placing the Order.
- 1.8 "Group Company" means any company which is for the time being a subsidiary or the holding company of Newsquest Media Group Limited, and any subsidiary of such holding company, "subsidiary" and "holding company" both being as defined in s.736 Companies Act 1985.

Your obligations to protect Our position

2. You warrant that:
- 2.1 in relation to an Advertisement You contract with Us as a principal notwithstanding that You may be acting directly or indirectly for an Advertiser as an advertising agent or media buyer in some other representative capacity;
- 2.2 where You act as an advertising agency You are authorised by the Advertiser to place the Advertisement with Us and You will indemnify Us against any claim made by the Advertiser against Us arising from its publication
- 2.3 the reproduction and/or publication of the Advertisement by Us as originally submitted or as amended pursuant to clause 3 below will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render Us liable to any proceedings whatsoever;
- 2.4 any information supplied in connection with the Advertisement is accurate complete and true;
- 2.5 in respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which a living person is or can be identified, You or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;
- 2.6 in relation to any investment Advertisement the Advertiser is or its contents have been approved by an authorised person within the meaning of Financial Services Act 1986, ("the Act") or the Advertisement content is otherwise permitted under the Act;
- 2.7 the Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union) for the time being in force or applicable in the United Kingdom including without limitation those relating to trade descriptions and discrimination; and

- 2.8 all advertising copy and/or artwork submitted to the Publisher is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority; and
- 2.9 You have retained in sufficient quantity and quality for whatever purpose any copy, artwork, photographs or other materials supplied to Us by You or by anyone acting on Your behalf.

Our rights to protect Our position

3. We may, without derogation from the warranties contained in condition 2, refuse or require to be amended any artwork, materials and copy for or relating to an Advertisement for any reasonable reason, details of which will be given to the Buyer or so as:
 - 3.1 to comply with the legal or moral obligations placed on Us or which We believe to be placed on Us or You or the Advertiser; or
 - 3.2 to avoid infringing a third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority; or
 - 3.3 to comply with the production and quality specification stipulated or referred to in the Data Sheets or as separately notified in writing by Us.
 - 3.4 to respond to complaints which We may receive concerning goods or services advertised;
4. We will not be liable for any loss of copy, artwork, photographs or other materials.
5. We shall have the right to change our scale of advertisement rates at any time.
6. Except in respect of death or personal injury caused by the publisher's negligence, in no circumstances shall We be liable in contract, tort or otherwise for any loss of profit, business, contracts or any special indirect or consequential damage or any harm whatsoever arising in relation to the Advertisement or the Order for it.
7. Subject always to paragraph 3, mail order Advertisements will not be accepted unless You have first returned to us a completed application to advertise form. The undertakings set out in that form are part of our Agreement with You for the publishing of your Advertisement.
8. We will not charge for artwork prepared by ourselves, but the copyright in that artwork shall belong to us and may not be reproduced without our written permission. We reserve the right to raise a charge for the production of a bromide or other reproducible media.

Fulfilment of the Order

9. We will use reasonable efforts to comply with Your wishes regarding date of insertion, position, details of the Advertisement. However:
 - 9.1 We have the right at Our discretion to decline to publish or to omit, suspend or change the position of any Advertisement otherwise Ordered; and
 - 9.2 We do not warrant the date of insertion, position, the wording or the quality of any aspect of the reproduction of the Advertisement; and
 - 9.3 The acceptance of an Advertisement to appear in a published feature or supplement does not imply that any editorial mention will be made.
10. In the case of an Order for advertising space We will agree with You, the specification, latest time for receiving copy and/or artwork, and the acceptable method of delivering that copy to Us if that is different from what is stated on the Data Sheets. If the space is booked and the copy/artwork is not received by the deadline and/or to the specification agreed and/or is amended or omitted in accordance with condition 3 You will be required to pay in full for the space booked. We also reserve the right to re-sell Your space.
11. No claim will be considered on colour or mono reproduction unless the Buyer has supplied material in accordance with the Publisher's specifications.
12. We will take reasonable care of any copy, artwork or materials You supply to Us and if You request their return at the time of placing the Order We will endeavour to return them to You according to Your instructions.
13. While all reasonable endeavours will be made as soon as possible after receipt by Us to forward any replies to box numbers as You may direct, We accept no responsibility for any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies. We reserve the right to extract any item other than sealed letters prior to forwarding replies.
14. We reserve the right to alter the circulation or distribution of the Media at any time without prior notice to the Advertiser and no warranty is given in respect of this.

Cancelling or amending the Order

15. We will use reasonable efforts to comply with your instructions to cancel an Order, stop subsequent insertions in a series or amend the details of the Order. However, We will only be bound by a stop order, cancellation or amendment to the Order if it meets the requirements specified on the Data Sheets or as separately notified in writing. With regard to any such instruction:
 - 15.1 where an instruction is received outside those requirements (even though We follow those instructions) You remain liable to pay for the Advertisement; and
 - 15.2 We will always provide a stop number and You must quote this in any subsequent query; and
 - 15.3 We may treat as a cancellation the fact that You are unable to pay your debts within the meaning of the Insolvency Act 1986 or are otherwise in breach of these conditions.

Payment

16. Payment for the Advertisement (including any associated charges shown on the relevant invoice) is due in advance of publication except where We have agreed in writing to allow credit to You.
17. We may impose restrictions on the level of credit allowed and/or require guarantees or other collateral security either generally or as a condition of acceptance of a specific Order.
18. Where credit has been agreed:
 - 18.1 the due time for payment shall be no later than 10am on the 28th day of the calendar month or if that day is a Sunday, the 27th day of the calendar month following the month of insertion ("the credit period"); and
 - 18.2 Full details of each remittance are to be supplied to Us by the due time; and
 - 18.3 Payment means the receipt by Us at Our principal place of business (or elsewhere as We may direct) of cash or a cheque or at Our bank of money transferred electronically or through the bank's giro credit system; and
 - 18.4 We may give any information relating to your account with Us to any other Group Company.
19. In the event that payment is not received within the credit period and after due process of communication:
 - 19.1 We reserve the right not to publish any further Advertisements for You; and
 - 19.2 in accordance with Newspaper Society terms, when the payment has not been dispatched to Us by the last day of the month following insertion a surcharge of 3% will be applied on the gross rate; and
 - 19.3 When the payment has not been dispatched to Us by one further month after 14.2 above a further surcharge of 2% will be added, making the rate of surcharge 5%.
20. We will always ask You for Your order reference when You place an Order with Us and if You provide one at this time We will endeavour to quote it on the invoice. However, if You do not provide an order reference at the time of placing the Order, the absence of an order reference will not affect your liability for payment by the due time for the Advertisement.

Query Management

21. It is Your responsibility to check the correctness of each insertion of the Advertisement. Without prejudice to condition 2.2, We assume no responsibility for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error occurs.
22. If You notify Us of a matter of complaint, claim or query (whether in relation to the Advertisement, the fulfilment of the Order, voucher copies or the invoice) within 14 days of receiving the invoice for an insertion of an Advertisement We will use our reasonable efforts to agree a resolution during the credit period. Should you fail to notify us as specified You will not be able to rely on the absence of a resolution or voucher copy to delay payment of the full invoice value beyond the credit period. However, this does not restrict your right to pursue Your query, claim or complaint following payment.
23. Where you have an unresolved query on a particular Order this does not affect Your liability for payment at the due time of Our charges in respect of other Orders.

24. Without prejudice to Our entitlement to be paid for the Advertisement as published a sum representing a reasonable proportion of the Order value, Our liability is limited to a maximum, at Our option, of giving a credit for Our charge for the Advertisement or (in an appropriate instance) of publishing the Advertisement for a second time without charge.
25. Where You believe that the cost shown on the invoice does not represent that agreed at the time of placing the Order You may withhold payment only of the disputed element of the charge beyond the due time if You have notified us of the alleged discrepancy as described under condition 22

Regulation of this agreement

26. You will indemnify Us and agree to keep Us indemnified against all claims, costs, proceedings, demands, losses, damages, expenses, or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these conditions or implied by law.
27. These terms and conditions together with such additional conditions as may be set out in Our Data Sheet will apply to each Order placed by You and accepted by Us for publication of an advertisement by Us. In the event of any variations or inconsistency between these terms and conditions, and the conditions set out in the Data Sheets these terms and conditions shall prevail.
28. The placing of an Order shall amount to acceptance of these conditions and any conditions stipulated on an order form or elsewhere by You shall be void insofar as they are inconsistent with these conditions.
29. No waiver or indulgence by Us shall be effective save in relation to the matter in which it was specifically given.
30. The contract, which incorporates these conditions, shall be construed and governed by the law of England and the parties submit to the exclusive jurisdiction of the English courts.

We agree these Terms and Conditions set out the contract terms which will apply to all Orders placed with Newsquest Group Media Limited and its Group Companies:

For and on behalf of Advertising Agency

Signed:..... Name:..... Date:.....

For and on behalf of Newsquest Media Group Ltd

Signed:..... Name:..... Date:.....