

# ADVERTISING AND MARKETING SOLUTIONS

## Terms & Conditions

### A ADVERTISING

All Advertisements are accepted subject to the conditions of insertion set out below.

#### *1 Ordering*

**1.1** By placing an order for the insertion of an Advertisement in a Publication or on the Website or in other media the Buyer confirms its acceptance of and agreement to these terms and conditions ("Conditions") and the provisions of the applicable Rate Card which shall be deemed to be incorporated into them. In the event of variation or inconsistency between these conditions and the provisions of the applicable Rate Card, these Conditions shall prevail.

**1.2** These Conditions (with such variations, if any, as the Company may expressly agree in writing) shall apply to each contract for placing an advertisement to the exclusion of any other terms and conditions including without limitation any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document.

#### *2 Buyer's indemnity and warranties*

**2.1** The Buyer accepts full legal responsibility in respect of any Advertisement submitted by it for publication and indemnifies the Company and shall keep it fully and effectively indemnified against any actions, proceedings, claims, demands, damages, costs (including legal costs) and any other liability whatsoever (civil or criminal) arising directly or indirectly and whether or not reasonably foreseeable from (a) the Company's handling, publication or reproduction of the Advertisement, and/or (b) any breach by the Buyer of any obligations, warranties or representations contained in these Conditions or implied by law.

**2.2** Without prejudice to the generality of the foregoing, the Buyer warrants and represents that:

**2.2.1** The Advertisement does not contravene any Act of Parliament in the United Kingdom, law of the European Union, rule of any statutorily recognised regulatory authority, or any other relevant legislation or code of practice;

**2.2.2** The publication, republication and reproduction of the Advertisement (whether or not amended in accordance with Condition 3.4) in any medium will not (a) infringe any Rights of any third party, (b) breach any contract, agreement or understanding, (c) be in any way contrary to the law applicable anywhere in the world, or (d) otherwise expose the Company to the risk of any civil or criminal proceedings whatsoever;

**2.2.3** In respect of any Advertisement which contains the name and/or image of any living person, the Buyer has obtained the authority of such person to make use of their name and/or image;

**2.2.4** No contamination file, virus, worm or Trojan horse is contained in or will originate from the advertisement, its content or any linked area or from any e-mail, attachment, message or other documentation supplied by the Buyer;

**2.2.5** The Advertisement is legal, decent, honest and truthful and does not infringe the British Codes of Advertising and Sales Promotion or any other relevant codes of any other relevant regulatory body; and,

**2.2.6** Where it is acting as an advertising agency or media buyer, or in some other representative capacity, the Buyer is authorised by the Advertiser to place the Advertisement in accordance with these Conditions.

### *3 Supply of proofs and corrections*

**3.1** The Advertisement and all artwork, copy, photographs, copy instructions, proofs and other material necessary for the publication of the Advertisement (together the "Materials") must be received by the Company in such form and by such date as the Company may specify in the contract.

**3.2** If the Materials are not received by the date or in the form specified in Condition 3.1, the Company reserves the right (at its sole discretion), and without prejudice to the Company's right to be paid for the relevant Advertisement either (a) to print the relevant Advertisement from any copy or proofs previously supplied by the Advertiser (or, if different, the Buyer), or (b) not to publish the relevant Advertisement.

**3.3** The Company cannot undertake to make, nor shall it be responsible for, any alterations or corrections to the Advertisement if requested after the latest date specified for such alterations or corrections.

**3.4** The Company may (without prejudice to the Buyer's warranties contained in these Conditions) make or require the Buyer to make any amendments, corrections or alterations to an Advertisement that the Company considers in its absolute discretion necessary or desirable, whether to conform with the style and subject matter of the Publication, with the Buyer's warranties in these Conditions or the technical specifications set out in the applicable Rate Card, for legal or regulatory reasons or otherwise.

### *4 Company responsibilities*

**4.1** The Company will use its reasonable endeavours to comply with the wishes of the Buyer in relation to the placing of the Advertisement in the Publication but notwithstanding this, the Company cannot guarantee and does not warrant:

**4.1.1** The Publication Date, the wording or the quality of colour or mono reproduction of the Advertisement;

**4.1.2** That the Advertisement will be placed in any special position unless specified in the contract. Any such agreement by the Company will be specific to an identified Advertiser, and no other Advertiser may take the agreed position without the Company's prior written consent.

**4.2** The Buyer acknowledges, in relation to any Advertisement to be published on the Website, that the Site will not be continuously available and will be subject to suspension from time to time for routine maintenance and updating.

### *5 Cancellations*

**5.1** The Company reserves the right without giving prior notice to the Buyer (a) to postpone, suspend, transfer or cancel the publication of the Advertisement, and/or (b) to change the position of the Advertisement in the Publication. Provided that the Buyer is not in breach of any of these Conditions the Company will in such cases return any money paid by the

Buyer in respect of any Advertisement which does not appear in the Publication.

**5.2** At the time an order is placed by the Buyer, if the Buyer is an advertising agency or media buyer and does not disclose (a) the name of its Advertiser client, and/or (b) the goods or services which are to be the subject of the Advertisement for that space, the Company may at any time refuse to accept or suspend the Advertisement, and in such circumstances neither the Buyer nor the Advertiser shall have any claim against the Company in respect of such refusal or suspension, and if the space is not filled by the Company, the Buyer shall be responsible for any loss suffered by the Company.

**5.3** The Company will only accept a request from the Buyer to postpone, suspend, transfer or cancel publication of an Advertisement if the request is received in writing by the Company eight weeks before publication date. Any such requests after that shall not affect the Buyer's liability for payment for the Advertisement. Where a buyer has a discounted rate for booking a series of insertions, such discounts will be repayable on cancellation of the series. The Company may treat as a cancellation the fact that the Buyer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 before payment in full of the price for the relevant Advertisement or is otherwise in breach of any of these Conditions.

## *6 Errors*

**6.1** If there is an error in the Advertisement as published or publication is delayed or does not occur as planned, the Company will not be liable unless this is caused by its neglect or default.

**6.2** The Buyer shall notify the Company in writing of any error in a published Advertisement as soon as practicable. The Company shall not be liable for the repetition of an error in an Advertisement not drawn to its attention in accordance with this Condition.

## **B EVENT SPONSORSHIP**

### *1 Ordering*

**1.1** By placing an order for sponsorship of an event the Buyer confirms its acceptance of and agreement to these conditions and the provisions of the applicable Rate Card which shall be deemed to be incorporated into these Conditions. In the event of any variation or inconsistency between these Conditions and the provisions of the applicable Rate Card, these Conditions shall prevail.

**1.2** These Conditions (with any variations the Company expressly agrees in writing) shall apply to each contract for Sponsorship to the exclusion of any other terms and conditions including without limitation any terms or conditions which the Buyer purports to apply under any purchase order, order confirmation, specification or other document.

### *2 Logo*

The Company acknowledges that all rights in the Buyer's Logo belong to the Sponsor. The Buyer acknowledges that all rights in the Event being sponsored and in the Event Logo belong to the Company. Accordingly, all materials (including without limitation materials produced by or on behalf of the Buyer) which contain any such name or Logo are subject to the Company's prior approval.

### *3 General promotion*

The parties acknowledge the Buyer's right to promote its sponsorship with the Event in any advertising, sales promotion or other medium, subject in each case to the prior approval of the Company, such approval not to be unreasonably withheld. The Buyer agrees to use all reasonable endeavours to promote the Event to its clients with a view to such persons attending the Event.

**C MARKETING SOLUTIONS** *1 Ordering* **1.1** By placing an order for any Marketing Solution, the Publisher shall create Content for and/or deliver the Campaign, as set out in the Campaign Schedule or as otherwise agreed in writing between the parties, subject to these terms and conditions, the Buyer confirms its acceptance of and agreement to these conditions and the provisions of the applicable Rate Card which shall be deemed to be incorporated into these Conditions. In the event of any variation or inconsistency between these Conditions and the provisions of the applicable Rate Card, these Conditions shall prevail.

**1.2** These Conditions (with any variations the Company expressly agrees in writing) shall apply to each contract for Marketing Solutions to the exclusion of any other terms and conditions including without limitation any terms or conditions which the Buyer purports to apply under any purchase order, order confirmation, specification or other document.

*2 Responsibilities* **2.1** The Buyer shall submit to the Publisher all Buyer Materials and respond to all requests for approval copy in advance of publication or display or delivery of any Advertisement or any item of the Campaign in accordance with the deadlines and timescales set out in the Campaign Schedule or Description or as agreed between the parties from time to time. **2.2** The Publisher will not be liable for any loss of or damage to any Buyer Materials. **2.3** The Publisher gives no guarantee in relation to the attendance or response rate or take up for any event, special feature, guide, webinar, direct mailing or email campaign or coupons or other form of Advertisement nor the number of clicks or page impressions for any online activity.

*3 Content* **3.1** The content produced for the Buyer, unless otherwise stated, will be written by the Publisher. An editorial synopsis will be agreed by both parties, the Buyer will be able to submit Buyer Material for use in the Content and the Publisher retains final editorial control on the Content. **3.2** The Publisher may syndicate any web-based or online marketing solution content which may be incidental to a content syndication feed which the Publisher may have with a third party. **3.3** The Publisher may show and/or display the Content and/or the Campaign for internal purposes and for marketing its services to other prospective advertisers, including in any public relations materials and direct marketing materials. **3.4** For avoidance of doubt, the Charge is agreed on the basis of the advertising space provided and activity described in the Campaign Schedule or Description. If the Buyer proposes to use the Content developed by the Publisher outside the Campaign (whether during the Term, or following the expiry of the Term), then such use may only take place provided that appropriate remuneration and licensing provisions are agreed in writing between the parties in advance.

## **D RATES AND PAYMENT FOR ADVERTISING, EVENT SPONSORSHIP AND MARKETING SOLUTIONS**

Unless the Company agrees otherwise in writing: **1.1** The price for any Advertisement will be the Rate Card price prevailing at the Publication Date. The price for any Event Sponsorship or Marketing Solutions will be the price specified in the Contract. **1.2** In the

case of Advertisements, payment is due within 30 days of the date of the invoice. **1.2.1** In the case of Marketing Solutions and Event Sponsorship and in the absence of any other specific arrangement between the Publisher and the Buyer, payment in respect of the any item of the Campaign Schedule or Description is due in advance of publication or a week prior to the event or within 30 days of the date of the invoice, whichever is sooner, except where the Publisher has agreed to allow credit to the Buyer. Failure to meet the payment terms for a marketing solution or sponsorship may preclude the sponsor's further involvement in the event, website or publication. **1.3** The Buyer acknowledges the cost to the Company of late payment of the Company's invoices and accordingly agrees to pay in respect of any payment not made by the due date the aggregate of: **1.3.1** an administration fee of £75; and **1.3.2** interest (accruing on a daily basis) on the amount unpaid at the rate of five per cent above the current UK interest rate as set by the Monetary Policy Committee of the Bank of England from the due date for payment up to the date on which the Company receives the full outstanding amount together with all interest.

**1.4** The Company reserves the right to charge the Buyer for the cost of the Company's (or its printers') extra production work arising from any exceptional production requirements or any acts or defaults of the Buyer (including without limitation amendments, corrections or alterations made pursuant to Condition 3.4 above).

**1.5** VAT will be included and itemised separately on Company invoices, where appropriate, at the rate prevailing.

## **E ENTIRE AGREEMENT**

**1.1** These Conditions, read together with the Rate Card and the Contract, constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the placing of Advertisements by the Company. The Buyer or Sponsor agrees that it has not been induced to enter into these Conditions in reliance upon any warranty, representation, statement, agreement or undertaking of any kind (whether negligently or innocently made) of any person other than as expressly set out in these Conditions as a warranty. The only remedy available to the Buyer for breach of the said warranties shall be for breach of contract under the terms of these Conditions and the parties unconditionally and irrevocably waive any other claims, rights or remedies that may otherwise be available.

## **F LIMITATION OF LIABILITY**

**1.1** The Company shall not be liable for any indirect or consequential loss (including without limitation business interruption and loss of profits, business, goodwill, reputation, anticipated savings, information or data) whether arising out of breach of contract, tort (including negligence), breach of statutory duty or otherwise howsoever; and **1.2** The Company's total liability in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising in connection with the performance or contemplated performance of these Conditions shall be limited to (a) refund of its charge for the relevant Advertisement or Sponsorship, or (in the Company's absolute discretion) (b) the free repeat publication of the relevant Advertisement or an appropriate corrective advertisement or a substitute sponsorship arrangement.

## **G FORCE MAJEUR**

**1.1** The Company shall not be liable for any failure to publish the Advertisement or hold an Event or perform any of its other obligations under these Conditions caused by circumstances beyond its reasonable control (including, without limitation, a labour dispute between a third party and its employees or an act of terrorism or military action).

## H MISCELLANEOUS

**1.1** Reference to an act or omission of the Buyer shall include any act or omission of any relevant director, employee or agent of the Buyer.

**1.2** Reference to any Statute or Code of Practice shall be deemed to include reference to such Statute or Code as amended, updated, re-enacted or replaced from time to time, as well as any subsidiary legislation, regulations or statutory instruments enacted under any such Statute.

**1.3** Nothing in these Conditions shall operate to limit or exclude any liability for fraud or death or personal injury caused by the negligence of the Company or any other person for whose actions the Company is responsible or for any other liability to the extent that such liability may not be excluded or limited as a matter of law.

**1.4** The Buyer shall pay all monies which are payable by it to the Company without any right of set off, abatement, deduction, discount or withholding in respect of monies due from the Company or alleged to be due from the Company to the Buyer (or, if different, the Advertiser).

**1.5** No person who is not a party to these Conditions has any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise howsoever to enforce any term of these Conditions. **1.6** There is no obligation on the Publisher to supply voucher copies or tearsheets and their absence shall not affect the Buyer's liability for the agreed charge. **1.7** Upon reasonable request, Hardy Media Limited shall provide website traffic reports to the Buyer. **1.8** These Conditions shall be governed and construed in accordance with the laws of England and each party agrees to submit to the exclusive jurisdiction of the English Courts.

**I DATA MANAGEMENT AND DATA PROTECTION** **1.1** The parties agree that they will, at all times, comply with the provisions and obligations imposed by Data Protection Laws. All personal data acquired by either party from the other will be returned to the disclosing party on request. **1.2** Whilst the Publisher will use reasonable endeavours to forward to the Buyer any responses that it received to Advertisements from individuals wishing to contact the Advertiser regarding the Advertisement, the Publisher accepts no liability in respect of any loss or damage that arises (or is alleged to have arisen) as a result of any delay or omission in forwarding such responses. **1.3** Each party agrees to respond promptly to the other in dealing adequately with all enquires received relating to data protection. **1.4** The Buyer permits the Publisher to electronically tag and use such technology as the Publisher considers appropriate with the Content to enable the Publisher to collect such data as the Publisher requires or desires in relation to readership of or 'clicks on' its Content. Such data (but not any personal data) to be made available to the Advertiser and Buyer. **1.5** Hardy Media Limited may use the information that the Buyer provides to contact the Buyer via mail or telephone about special advertising rates and features that Hardy Media Limited or its group companies may offer from time to time.

## J INTERPRETATION

**1.1** In these Conditions unless the context otherwise requires reference to the singular includes reference to the plural (and vice versa) reference to any gender includes reference to the other gender and the following capitalised expressions shall have the following respective meanings and all other capitalised expressions have the meaning ascribed to them elsewhere in these Conditions: '**Advertisement(s)**' shall include any loose or inserted advertisement, any

advertisement attached to or distributed with a Publication (including free gifts), information supplied in connection with an advertisement, and advertisements in any form (including without limitation electronic readable form on the Website);

**'Advertiser'** shall mean the person or company advertising its products or services or making an announcement in the Advertisement or in a Marketing Solution;

**'Marketing Solution'** includes the materials or activity which advertise, promote, market, sponsor and/or endorse a product or a service which in the case of special feature is printed on the page or reproduced as a copied cutting or separately inserted, and includes any mailing, brochure, guide or catalogue; and in the case of the internet and website advertisement, includes text, graphics, layout, logos, audio or visual material, static and dynamic images, straplines, banner advertisement, hypertext, links, microsites, click through advertising and delivered via whatever delivery mechanism, whether now known or invented in the future), specific details of which are set out in the Campaign Schedule or Description, or as otherwise agreed by the parties. **'Campaign Schedule'** or **'Description'** means the campaign schedule developed by the Publisher and agreed by the Buyer and Advertiser; **'Buyer Material(s)'** means all information, materials and content in any format provided by or on behalf of the Buyer for use in connection with the Campaign. **'Campaign'** means the organised programme of advertising and promotion further detailed in the Campaign Schedule or Description. **'Content'** means all content, materials, concepts and ideas prepared, created and/or developed for the Campaign, including any Advertisement; **'Data Protection Laws'** means the Data Protection Act 1998 and the Data Protection Principles set out in that Act, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any associated regulations or subordinate legislation and any other applicable data protection and privacy legislation, regulations and guidelines applicable in any place territory where the Advertisement is targeted; **'Archive'** shall mean any database in which the Company retains for future reference or use by itself or others material (including Advertisements) which has been published in or with a Publication or the Website; **'Buyer'** shall mean the person placing an order for Sponsorship of an event or the person placing an order for the insertion of an Advertisement or the person placing an order for a marketing solution with the Company, whether or not that person is the Sponsor or the Advertiser; **'Company'** shall mean Hardy Media Limited (company number 6611118), whose registered office is at Campbell Hoopers Solicitors, 35 Old Queens Street, London, SW1H 9JD;

**'Day(s)'** shall mean any day except for a Saturday, Sunday or a day which is a public holiday in England and Wales;

**'Financial Promotion'** means any Advertisement that comprises or includes an invitation or inducement to engage in investment activity (as those terms are from time to time interpreted for the purposes of the FSMA);

**'Publication'** means each periodical printed publication published by the Company;

**'Publication'** means the relevant issue of a Publication or, as the context requires, the relevant period of publication on the Website; **'Rate Card'** means the Company's current rate card in respect of a Publication or the Website including, without limitation, advertising rates and additional conditions concerning copy and cancellation dates, technical and stylistic specifications and any related information; **'Rights'** means any copyright, extended or revived copyright, design right, registered design right, patent, performer's property right, trade mark, database right, image right, moral right or any similar right exercisable in any part of the world; **'Sponsor'** means the person sponsoring an event of any kind being run by the Company; and **'Website'** means each and every website owned or operated by the Company