

ADVERTISING TERMS AND CONDITIONS

1. INTERPRETATION

1.1 The definition and rules of interpretation in this condition apply in these Conditions.

Advertisement: any advertising material of whatsoever nature submitted by the Advertiser to the Publisher for insertion on any Site or in any Publication, including but not limited to print advertisements, digital advertisements, sponsorships, third party publications, emails, digital editions, video production and hosting, inserts, social media, show guides, online content, blogs, podcasts and all other formats of promotional / advertising space.

Advertiser: any business, individual, association or other body purchasing advertising space for the purposes of the insertion of Advertisement on a Site or in a Publication, whose details appear in the Order.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other directly applicable European Union Legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Conditions: these terms and conditions as amended from time to time in accordance with clause 21.

Confirmation: the written confirmation (which may include email) sent by the Publisher to the Advertiser confirming the terms of the Order.

Contract: the contract made between the Publisher and the Advertiser upon these Conditions and the details set out in the Order.

Deadline: the deadline for the Advertisement booking as stated in the Order.

Fees: the fees payable by the Advertiser to the Publisher as stated in the Order.

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Intellectual Property Rights: all intellectual property rights wherever in the world arising, whether registered or unregistered (and involving any application), including copyright, knowhow, confidential information, trade secrets, business names, and domain names, trademarks, trade names, service marks, trade dress, logos, URL's slogans, patents, utility models, design rights, semiconductor topography rights, database rights and all rights in the nature of unfair competition rights to sue for passing off.

Order: The Advertiser's order for the insertion of an Advertisement as set out in the order form above.

Publication: any of the Publisher's/third party publications in which the Advertisement may be placed, as more specifically set out in the Order.

Publication Date: the date the advert is published.

Publisher: Warners Group Publications Plc. a public limited company registered in England and Wales with company number 02572212 whose registered office is at The Maltings, Manor Lane, Bourne, PE10 9PH and/or any company who is part of the Publisher's Group.

Site: any website or digital platform owned or used in the Publisher's business in which the Advertisement may be used as set out in the Order.

Technical Specification: the specifications relating to the standards and quality of reproduction of the Advertisement including but not limited to its style, and wording as notified by the Publisher to the Advertiser from time to time.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1.2 A reference to law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and, in the plural, include the singular.

- 1.4 A reference to one gender includes a reference to the other gender.
1.5 Condition headings do not affect the interpretation of these Conditions.

2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Advertiser to purchase advertisement space from the Publisher in accordance with these Conditions.
2.2 The Order shall only be deemed to be accepted when the Publisher issues Confirmation on which date the Contract shall come into existence (Commencement Date).
2.3 Any samples, drawings, descriptive matter or advertising issues by the Publisher, and any descriptions or illustrations contained in the Publisher's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Advertisement described in them. They shall not form part of the Contract or have any contractual force.
2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Advertiser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.5 Any quotation given by the Publisher shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUBMISSION AND PUBLICATION OF ADVERTISEMENT

- 3.1 Subject to condition 3.4, during the term of the Contract, the Advertiser grants to the Publisher an irrevocable royalty free licence to reproduce, publish and display the Advertisement (including all text, content trademarks and branding) on a Site or in a Publication in accordance with the Order and these Conditions.
3.2 All Advertisements are accepted subject to the Publisher's approval of the copy and to the advertising space being available. Unless specifically agreed otherwise and stated in the Order, no guarantee is given that specified positions can be given in any Publication, or on any Site.
3.3 These Conditions permit the Advertiser to reproduce and distribute, and publicly perform and display, the Advertisement on the Site or in the Publication(s) whether electronically or otherwise.
3.4 The rights granted pursuant to condition 3 are subject to any of the Publisher's guidelines that may from time to time be established by the Publisher with respect to the Advertisement.
3.5 The Advertiser shall submit the Advertisement to the Publisher in accordance with the Technical Specification and in the format that shall be agreed between the parties in accordance with the Order and/or Confirmation.
3.6 The Advertiser shall be responsible for checking the accuracy of any Advertisement submitted and for checking the accuracy of any copy which may be submitted by the Advertiser to the Publisher in respect of the Advertisement. Save in the case of its negligence, the Publisher shall not be responsible for any error, inconsistency or omission in the insertion of the Advertisement or any shrinkage that may occur during the normal course of reproduction.
3.7 The Publisher shall use all reasonable endeavours to meet any performance dates specified in the Confirmation, but any such dates shall be estimates only and time shall not be of the essence for performance of the Advertisement.
3.8 The Publisher reserves the right to amend the Confirmation and/or Advertisement if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Advertisement, and the Publisher shall notify the Advertiser in any such event.

4. ADVERTISER'S OBLIGATIONS

- 4.1 Where required, the Advertiser shall supply Advertisement copy to the Publisher by no later than the copy date specified from time to time by the Publisher for individual Publication(s) in which the Advertisement is to appear. If copy instructions are not received by the appropriate copy date, no guarantee can be given that proofs will be supplied nor corrections made. The Publisher reserves the right to repeat what it considers to be the most appropriate copy of the Advertisement.
4.2 The Advertiser shall:
4.2.1 ensure that the terms of the Order and any information in the Confirmation are complete and accurate;
4.2.2 co-operate with the Publisher in all matters relating to the Advertisement;
4.2.3 supply Advertisement copy to the Publisher on the copy date specified from time to time by the individual Publication(s) in which the Advertisement is to appear;
4.2.4 provide the Publisher with other such information and materials as the Publisher may reasonably require in order to supply the Advertisement, and ensure that such information is complete and accurate in all material respects;
4.2.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Advertisement before the date on which the Advertisement is sent for print and/or online posting; and

4.2.6 comply with any additional obligations as set out in the Confirmation.

4.3 If the Publisher's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Advertiser or failure by the Advertiser to perform any relevant obligation (Advertiser Default):

4.3.1 without limiting or affecting any other right or remedy available to it, the Publisher shall have the right to suspend performance of the Advertisement until the Advertiser remedies the Advertiser Default, and to rely on the Advertiser Default to relieve it from the performance of any of its obligations;

4.3.2 the Publisher shall not be liable for any costs or losses sustained or incurred by the Advertiser arising directly or indirectly from the Publisher's failure or delay to perform any of its obligations as set out in this clause 4.3; and

4.3.3 the Advertiser shall reimburse the Publisher on written demand for any costs or losses sustained or incurred by the Publisher arising directly or indirectly from the Advertiser Default.

5. PROVISION OF ADVERTISING MATERIALS

5.1 The Advertiser will provide all materials for the Advertisement (Materials), in accordance with the Contract and the Publisher's policies in effect from time to time, including (without limitation) the manner and time of transmission to the Publisher and the Technical Specifications. The Publisher shall not be required to publish any Advertisement that is not received in accordance with such policies.

5.2 The Advertiser warrants that all such Materials shall be free from viruses and shall indemnify the Publisher in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Publisher arising from a breach of this clause 5.

5.3 The Advertiser must notify the email and submit in writing for the Publisher's approval for any changes to Advertisements already approved and published. It is the Advertiser's responsibility to make sure that the Publisher receives this information within the publication timescales set out in the Order and/or Confirmation.

6. ADVERTISEMENT CONTENT

6.1 The Advertiser warrants and represents to the Publisher that:

6.1.1 the Advertiser contracts with the Publisher as principal and it has the authority to do so, and if the Advertiser is an agent, that it is authorised to make the Order on behalf of its principal;

6.1.2 the Advertisement is accurate where it states facts;

6.1.3 any opinions stated in the Advertisement are genuinely held;

6.1.4 the Advertisement complies with all applicable laws in the UK and in any country from which the Advertisement is posted;

6.1.5 the Advertisement complies in all material respects with the Technical Specification;

6.1.6 it has the right to publish all of the content of the Advertisement, without infringement of any rights of any third party including, without limitation, Intellectual Property Rights and can grant the Publisher such right;

6.1.7 no hypertext link from the Advertisement to any website of the Advertiser will render the Publisher liable to any proceedings whatsoever and the Advertiser will promptly advise the Publisher of any changes which would affect the functioning of the link and all necessary steps will be taken to correct any malfunction of any such hypertext link;

6.1.8 any hypertext link from the Advertisement to the Advertiser's website shall not affect the ability of any user of the Advertiser's website to return to the previous website the user had visited;

6.1.9 it has complied with the codes of practice issued by the Advertising Standards Authority and British Code of Advertisers Sales Promotion and Direct Marketing in respect of electronic and online adverts;

6.1.10 it has complied with advertising, and all other relevant industry codes of practice; and

6.1.11 in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000 (FSMA)), the Advertiser is, or the Advertisement contents have been approved by an authorised person within the meaning of FSMA and that the Advertisement is otherwise permitted under FSMA, the Financial Promotion Order 2001 and/or any other legislation.

6.2 The Advertiser warrants that the Advertisement does not, nor does the Advertisement contain a link to any website that:

6.2.1 contains any material which is defamatory, libellous, fraudulent or misleading of any person;

6.2.2 contains any material which is obscene, offensive, hateful or inflammatory;

6.2.3 promotes sexually explicit material;

6.2.4 promotes violence;

6.2.5 promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

6.2.6 infringes any copyright, database right or trade mark of any other person;

- 6.2.7 promotes any illegal activity;
 - 6.2.8 gives the impression that it emanates from the Publisher;
 - 6.2.9 advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse;
 - 6.2.10 includes any representations that the Publisher endorses the Advertiser's views, comments, opinion or the Advertisement in any way;
 - 6.2.11 is likely to deceive any person;
 - 6.2.12 is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - 6.2.13 constitutes an investment advertisement within the meaning of the Financial Services Act 1986;
 - 6.2.14 contains any personal data, save for commercial contact details, and does not breach Data Protection Legislation; and
 - 6.2.15 identifies any living person where the Advertisement contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person unless the Advertiser has obtained the authority of that living person to make use of his name, identity, representation and/or copy;
- 6.3 The Advertiser warrants and represents that the Advertisement is not:
- 6.3.1 threatening, abusive or invades another's privacy, or causes annoyance, inconvenience or needless anxiety;
 - 6.3.2 likely to harass, upset, embarrass, alarm or annoy any other person; and
 - 6.3.3 used to impersonate any person, or to misrepresent identity or affiliation with any person.
- 6.4 The Advertiser warrants that it shall ensure or procure that the Advertisement clearly sets out that it does not resemble any editorial content of the Publisher or otherwise in any way and that its sole purpose is advertising.
- 6.5 The Advertiser agrees that it will not refer to the Publisher within the Advertisement without obtaining the Publisher's prior written consent.
- 6.6 If it is intended to include in an Advertisement a competition, offer, promotion, prize draw, lottery or a special offer of either merchandise or services full details must be submitted to the Publisher at the time of booking and the Advertiser is solely responsible for ensuring the legality of any such Advertisement in each jurisdiction in which it is to be Published or to which it shall be made available electronically.
- 6.7 The Advertiser shall indemnify, and keep indemnified, the Publisher against any and all expenses, damages and losses of any kind (including reasonable legal fees and costs) incurred by the Publisher in connection with any claims, actual or threatened, of any kind (including, without limitation, any claim of trademark, libel, defamation, breach of confidentiality, false or misleading advertising or sales practices) arising from the Advertisement and/or any material of the Advertiser to which users can link through the Advertisement.

7. ADVERTISEMENT ERRORS

If an Advertisement contains an error caused by the Publisher, the Advertiser shall give written notice to the Publisher of the error in the Advertisement:

- 7.1 within 5 working days of its publication in the case of a single order; or
- 7.2 before the Deadline for its next insertion in the case of a series order.

8. RIGHT TO REJECT OR REQUIRE AMENDMENTS

- 8.1 The Publisher does not undertake to review the contents of any Advertisements and any such review of and acceptance by the Publisher shall not be deemed to constitute a confirmation by the Publisher that the Advertisement is provided in accordance with the terms of the Contract, nor shall it constitute a waiver of the Publisher's rights.
- 8.2 The Publisher shall have the absolute right to reject any website link embodied within the Advertisement.
- 8.3 Notwithstanding Condition 8.1 above, the Publisher shall be entitled to require the Advertiser to amend any artwork and materials relating to the Advertisement for the purpose of:
- 8.3.1 complying with the legal or moral obligations placed on the Publisher or the Advertiser;
 - 8.3.2 avoiding the infringement of the rights of any third party or the British Code of Advertising Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority; or
 - 8.3.3 the Technical Specification.
- 8.4 The Publisher reserves the right at its entire discretion and without notice to the Advertiser at any time to:
- 8.4.1 reject or cancel the Advertisement, order, space reservation or position commitment;
 - 8.4.2 decline to publish, or omit, alter, suspend or change the position of any Advertisement;
 - 8.4.3 charge the Advertiser for any extra production and colour processing costs because of any omission by the Advertiser to supply artwork, copy or other materials of sufficient quality to fill the space booked;

- 8.4.4 charge the Advertiser in any event where the Advertiser fails to supply artwork, copy or other materials including where no extra production and colour processing costs are incurred;
- 8.4.5 destroy all artwork, copy or other materials which have been in its possession for more than 6 months from the date of their last use by the Publisher unless written instructions have been received from the Advertiser to the contrary;
- 8.4.6 to change its scale of Advertisement rates at any time;
- 8.4.7 to change any matters shown in the Technical Specification; or
- 8.4.8 remove the Advertisement from a Site or any Publication.
- 8.5 The Publisher reserves the right to omit or suspend any Advertisement at any time:
- 8.5.1 for good reason (in the Publisher's opinion); or
- 8.5.2 if at the time of booking the Advertisement the Advertiser has not disclosed the identity of its client and of the product or services which are to be the subject matter of the Advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.

9. TERMS OF PAYMENT

- 9.1 Advertising rates will be at the Publisher's full rate card value, ruling from time to time unless otherwise agreed by the Publisher. The Publisher hereby reserves the right to increase its Advertisement rates at any time.
- 9.2 Series discounts shall only apply to Orders placed in advance and completed within one year of the date of first insertion of the Advertisement. If the Advertiser cancels the balance of the series, all unearned series discount shall be paid by the Advertiser to the Publisher within 30 days of cancellation in accordance with the remaining provisions of this clause 9. The Advertiser will not be surcharged if the Publisher cancels the balance of a series of Advertisements.
- 9.3 The Advertiser shall pay to the Publisher, in full and cleared funds, the Fees within 30 days from the date of the Publisher's invoice, unless otherwise agreed between the parties in writing.
- 9.4 The Publisher reserves the right to cancel or postpone the Advertisement if the Publisher's rates are not paid in full on or before the due date for payment or at any other date as may be agreed between the parties from time to time.
- 9.5 All rates are exclusive of VAT.
- 9.6 If the Advertiser fails to pay any amount payable by it under the Contract or these Conditions on the due date, the Publisher shall be entitled, to charge the Advertiser interest on the overdue amount. Such interest shall be payable by the Advertiser on demand, from the due date up to the date of actual payment, after as well as before judgement, at the rate of 3% per annum above the base rate for the time being of the Bank of England. Such interest shall accrue on a daily basis and be compounded quarterly.
- 9.7 In the event of any failure by the Advertiser to make payment, the Advertiser will be responsible for all expenses (including legal fees) incurred by the Publisher in collecting such amounts.
- 9.8 Time of payment of the Fees shall be of the essence of the Contract.
- 9.9 If the Advertiser fails to pay in accordance with condition 9.8 above then all sums owing to the Publisher by the Advertiser in respect of any other contracts with the Publisher, shall become immediately due and payable.
- 9.10 All payments sent to the Publisher must be accompanied by a remittance advice or documentation quoting the account and/or invoice number to which the payment relates. Where payment is received without any identification or is deemed a duplicate/overpayment said funds will be held on account for a period of 12 months, at which point the funds will be kept by the Publisher.
- 9.11 If the Advertiser has any queries on any individual item in a credit account, payment shall continue to be paid by the Advertiser under the terms of the Contract and by the due date for payment. If the Publisher establishes that the Advertiser has paid more than is due, the Publisher shall issue a credit note to the Advertisers.
- 9.12 Credit notes issued by the Publisher will remain valid for 12 months from the date of issue but if not used during this period will thereafter cease to have any value.
- 9.13 Disputes, queries or complaints in relation to the invoice will not be accepted by the Publisher unless received in writing within 30 days after the invoice date.

10. INTELLECTUAL PROPERTY RIGHTS AND MARKS

- 10.1 The Intellectual Property Rights in all advertisement materials originated by the Publisher remain the Publisher's.
- 10.2 The Publisher or its agents or licensees shall own all Intellectual Property Rights in or arising out of or in connection with any Site or any Publication.
- 10.3 A Site and/or any Publication is the Publisher's exclusive property, unless otherwise stated in the Confirmation.

10.4 The Advertiser acknowledges and agrees for all purposes that all Intellectual Property Rights associated with any Site or Publication or the Publisher's other services, products, literature, promotional materials or otherwise, whether or not registered, constitute the Publisher's exclusive property unless otherwise stated.

10.5 The Advertiser shall not use, register or attempt to register in any jurisdiction, or otherwise appropriate or adopt, any name, website, domain name, mark or logo that is confusingly similar to the Publisher's Intellectual Property Rights.

10.6 At no time during the term of the Contract or thereafter shall the Advertiser attack, challenge or file any application with respect to any of the Publisher's Intellectual Property Rights.

10.7 The Advertiser shall indemnify the Publisher in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Publisher arising out of or in connection with any claim brought against the Publisher for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Advertisement.

10.8 The Publisher shall assume no responsibility for the Advertiser's artwork and/or all other property held and it shall remain at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause.

11. DATA PROTECTION

We will only use your personal data as set out in our privacy policy which can be viewed here <http://www.warnersgroup.co.uk/about-warners-group/privacy-policy-clients/>

12. LIMITATION OF LIABILITY

12.1 The Publisher shall not be responsible for any loss whatsoever (including any direct, indirect or consequential loss) occasioned as a result of:

12.1.1 the delay or failure of any Advertisement to appear on the date or dates specified in the Contract;

12.1.2 the Publisher's discontinuance of any Publication in which the Advertisement is to appear;

12.1.3 the delay or failure (for whatsoever reason) of any issue of Publication or Site to appear.

12.2 Nothing in these Conditions shall operate to exclude or limit the Publisher's liability for:

12.2.1 death or personal injury caused by its negligence; or

12.2.2 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

12.2.3 fraud; or

12.2.4 any other liability which cannot be excluded or limited under applicable law.

12.3 Save for if the Publisher is negligent, the Publisher shall not be liable to the Advertiser for:

12.3.1 any errors in the Advertisement;

12.3.2 any damage to software or loss of files relating to the Advertisement;

12.3.3 damage to or loss of data;

12.3.4 loss of profit or anticipated profits;

12.3.5 loss of revenues;

12.3.6 loss of sales or business (including business opportunity);

12.3.7 loss of anticipated savings;

12.3.8 loss of agreements or contracts;

12.3.9 loss of or damage to goodwill;

12.3.10 for any indirect or consequential loss or damage;

12.3.11 the wording or quality of colour or reproduction of the Advertisement;

12.3.12 the actual positioning of the Advertisement;

12.3.13 the repetition of any error in an Advertisement ordered for more than one insertion;

12.3.14 the failure, corruption, interruption, virus or malfunction of any system of electronic publication by means of electronic storage or retrieval equipment or via the internet on any website;

12.3.15 any loss whatsoever caused by any delay or failure by the Publisher to issue the Publication on the due date for Publication; or

12.3.16 the Publisher's discretion to suspend the Publication or cease the Publication altogether.

12.4 The Publisher accepts no responsibility for Advertisement print quality where material supplied by an Advertiser fails to meet the Publisher's requirements specified from time to time by the individual Publication(s) or Site in which the Advertisement is to appear.

12.5 In the event that the Publisher fails to publish the Advertisement in accordance with the Contract (or in the

event of any other failure, technical or otherwise, of such Advertisement to appear as provided in the Contract), the Advertiser's sole remedy and the Publisher's entire liability to the Advertiser shall be limited at the Publisher's option to either a refund of the Fees or relevant part thereof, or placement of the Advertisement at a later time in a comparable position on a comparable Site or Publication.

12.6 Subject to condition 12.3, the Publisher's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with these conditions or any collateral Contract, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed £5,000 or the value of the Contract (whichever is higher).

12.7 To the extent that it is able, the Publisher hereby excludes all other warranties and representations implied by statute or common law.

13. CANCELLATIONS AND TERMINATION

13.1 An Advertiser may cancel an Advertisement by providing written notice to the Publisher:

13.1.1 not less than 4 weeks prior to the Deadline in respect of printed media; and

13.1.2 not less than 5 working days prior to the Publication Date in respect of electronic media/digital platforms.

13.2 The Advertiser will remain liable for full payment in respect of any Advertisements published where notice of cancellation, suspension or alteration does not comply with clause 13.1.

13.3 If the Advertiser cancels the Contract after the Advertisement has been placed in the Publication or on the Site, they shall not be entitled to a refund.

13.4 Without limiting its other rights or remedies, the Publisher may terminate the Contract with immediate effect by giving written notice to the Advertiser if:

13.4.1 the Advertiser commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing of the breach;

13.4.2 the Advertiser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

13.4.3 the Advertiser commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Advertiser with one or more other companies or the solvent reconstruction of the Advertiser;

13.4.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Advertiser (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Advertiser with one or more other companies or the solvent reconstruction of the Advertiser;

13.4.5 the Advertiser (being an individual) is the subject of a bankruptcy petition or order;

13.4.6 a creditor or encumbrancer of the Advertiser attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

13.4.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Advertiser (being a company);

13.4.8 a floating charge holder over the assets of the Advertiser (being a company) has become entitled to appoint or has appointed an administrative receiver;

13.4.9 a person becomes entitled to appoint a receiver over the assets of the Advertiser or a receiver is appointed over the assets of the Advertiser; or

13.4.10 the Advertiser (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.5 Without limiting its other rights or remedies, the Publisher may terminate the Contract with immediate effect by giving written notice to the Advertiser if the Advertiser fails to pay any sums due to the Publisher (whether or not under this Contract) by the due date for payment.

13.6 If in the Publisher's opinion, the financial position of the Advertiser shall not at any time be to the Publisher's satisfaction or for any other breach of contract by the Advertiser, the Publisher reserves the right to terminate the Contract (but without prejudice to its rights in respect of any antecedent breach by the Advertiser) or suspend the Contract until such time as the Publisher is satisfied as aforesaid.

14. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- 14.1 unless specified otherwise in the Conditions, the Advertiser shall immediately pay to the Publisher all outstanding Fees and interest (if any);
- 14.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry;
- 14.3 clauses which expressly or by implication have effect after termination shall continue in full force and effect; and
- 14.4 the Publisher does not have any liability to place any Advertisement notwithstanding the fact they have been paid for or ordered and all other Advertisements shall be removed from the Site.

15. FORCE MAJEURE EVENT

- 15.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Publisher including but not limited to strikes, lockouts or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 15.2 The Publisher shall not be liable to the Advertiser as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 15.3 If the Force Majeure Event prevents the Publisher from performing its obligations under the Contract:
 - 15.3.1 for more than 6 weeks in the case of a Publication; and
 - 15.3.2 for more than 10 days in the case of a Site,the Publisher shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Advertiser.

16. NOTICES

- 16.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the Advertiser in writing in accordance with this condition, and shall be:
 - 16.1.1 delivered by hand or sent by prepaid first class post, recorded delivery or commercial courier
 - 16.1.2 sent by email to the email address used between the parties or as notified in advance to the other party;
 - 16.1.3 sent by fax to its main fax number
- 16.2 A notice or other communication shall be deemed to have been received:
 - 16.2.1 if delivered personally, when left at the address referred to in clause 19.4; if sent by prepaid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;
 - 16.2.2 if sent by email, at the time of transmission
 - 16.2.3 if sent by fax, at 9.00am on the next Business Day after transmission.
- 16.3 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

17. SEVERANCE

- 17.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

18. WAIVER

Failure by the Publisher to insist upon strict performance by the Advertiser in accordance with the provisions of any contract it may have with the Publisher shall not release or in any way lessen or affect the liability of the Advertiser under the contract.

19. THIRD PARTY RIGHTS

A person who is not a party to the Contract shall not have any rights under or in connection with it.

20. ASSIGNMENT

20.1 The Publisher may at any time assign, transfer, charge, subcontract or deal in any other matter with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

20.2 The Advertiser shall not, without the prior written consent of the Publisher:

20.2.1 assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract; or

20.2.2 resell the advertising space under the Contract.

21. VARIATION

Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Advertiser.

22. CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 22 shall survive termination of the Contract.

23. ENTIRE AGREEMENT

23.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

23.3 Nothing in this clause shall limit or exclude any liability for fraud.

24. GOVERNING LAW AND JURISDICTION

The contract shall be governed and construed in accordance with the laws of England and the Publisher and Advertiser hereby agree to submit to the exclusive jurisdiction of the English courts.