

# TERMS & CONDITIONS

## 1. Basis of Contract

1.1 In these terms and conditions (the "Conditions") the "Company" means Combined Media Ltd (a company registered in England and Wales under company registration number 05916903 whose registered office is at Stratum House, Chester Street, Edgeley, Stockport, SK3 0AS) and the "Client" which expressions shall include any principal on whose behalf the order form (the "Order") is signed means the person, firm or company placing the Order. Persons signing the Order warrant and represent to the Company that they have the authority to do so from the person, firm or company on whose behalf they are acting or purporting to act. The placing of an Order will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply to any purchase order, order acknowledgement or confirmation or any other document issued by the Client). Any variation to these Terms and Conditions and any representations concerning advertising or promotional performance shall not have any effect unless expressly agreed to in writing by a Director of the Company and an authorised representative of the Client. In placing an Order the Client acknowledges that it does not rely on any such representations which are not so confirmed, but nothing in these Conditions affects the liability of either party for fraudulent misrepresentation.

1.2 The Company and the Client acknowledge that these Conditions have been given due consideration and that they are considered reasonable and fair to both parties.

1.3 Orders shall be prepared by the Company and submitted to the Client. An Order shall become a binding contract between the Client and the Company either when the Client signs the Order and re-faxes the Order to the Company or sends confirmation via email to the Company.

1.4 The "Copy Deadline" shall be the copy deadline as stated on the Order or any subsequent deadline advised by the Company. It shall be the latest date by which the Client is obliged to provide full instructions and copy to the Company for carrying out the Client's Order in accordance with these Conditions.

1.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

## 2. Client's Obligations

2.1 The Client shall supply the Company sufficient wording and layout material for the advertisement and/or publication entry ("Advertisement") at least 72 hours before the Copy Deadline specified on the Order and if no such date is specified then within 10 working days of the Order. Such materials shall be referred to as "Client Materials".

2.2 The Client will deliver all Client Materials in an approved digital format and/or file configuration. If the Client Materials are not supplied in accordance with clause 2.1 or by the Copy Deadline, the Company reserves the right to publish the Advertisement at a time of its choosing. Furthermore the Company may, at its sole discretion, offer the Client a second copy deadline ("Second Copy Deadline") and in such circumstances if such materials are not received from the Client by the Second Copy Deadline the Company will not proceed with the Advertisement and the client will be liable to pay the Price stated in the Order.

2.3 Subject to clause 4.3, if the submitted "proof" has not been returned to the Company within 5 days of submission either signed as approved or accompanied by a letter signifying rejection of "proof", it shall be deemed to be approved correct and published accordingly and accordingly no liability is accepted by the Company to the Client for any inaccuracies or errors in any publication.

2.4 The Client is solely responsible for ensuring any links contained in promotional materials to external sources are correct when supplying the Client Materials to the Company.

2.5 The Client warrants and represents that any Client Materials and their use by the Company for the purpose of providing the services set out in the Order will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

2.5 The Client further warrants and represents to the Company that all Client Materials are legal, comply with the Trade Descriptions Act 1972, The Financial Services Act 1986 and all applicable legislation for the time being in force or applicable to the UK and the Client undertakes it has the authority and permission to use all pictorial representations of any product

or persons contained within the materials. Furthermore the Client indemnifies the Company against any and all proceedings, claims, demands, costs or expenses or any other loss whatsoever arising therefrom.

2.6 The property and any copyright or other intellectual property rights in:

2.6.1 any Client Materials shall belong to the Client;

2.6.2 any material produced by the Company for the Client as part of the Order shall, unless otherwise agreed in writing between the Client and the Company, belong to the Client, subject only to the right of the Company to use such material for the purposes of providing the services set out in the Order.

## 3. Acceptance of Order and Copy

3.1 Subject to clause 2 above, the Company has at its absolute discretion the right to require the Client to amend any copy or materials intended for inclusion in the Company's products/publications, or omit or suspend the publication of any materials for the purpose of:

a. avoiding the infringement of any legal obligations placed on any parties involved with the product;

b. avoiding the infringement of any copyright, trademark, licences or other intellectual property rights of any third party; or

c. avoiding the implication or likely implication that the Company or any associated organisations are in any way sponsoring, endorsing, approving or in anyway connected with the Client, products or services contained within the promotion.

3.2 If the Advertisement is to contain links to URL's, e-mail addresses or telephone numbers, the Client must inform the Company at the time of submitting the Client Materials. The intended destination of these links must be operational 48 hours before publication date.

3.3 It is the responsibility of the Client to maintain the destination of all external links including link completion and destination content.

3.4 The Company may remove any promotional material, which in the Company's opinion is or is likely to be objectionable, defamatory, illegal, immoral or which may otherwise, in the reasonably held opinion of the Company, bring the Company in to disrepute.

3.5 In the event that the services provided by the Company relate advertising or promotions at an event named in the Order ("Event"), the Company reserves the right to remove the promotion from display in the event the Company receives serious complaints about the content without reference or liability to the Client.

3.6 In the event the Client participates in the Company's reader surveys the Company shall from time to time at its discretion pass on personal details from the survey to carefully selected third parties who may contact individuals whose details have been passed on by post or telephone unless the Client informs the Company in writing not to do so. The Client undertakes that it will comply with all data protection legislation in force or applicable to the UK at the time of submitting personal details as part of any reader survey.

## 4. Advertisements: Digital Publications

4.1 Where the Company has undertaken to place an Advertisement in a digital publication, any applicable details regarding the intended audience and/or user group and geographic location will be contained on the Order.

4.2 Whilst the Company will use all reasonable endeavours to ensure that the relevant digital publication will be available to the stated audience for the stated duration, the Company does not give any warranty to that effect. The method and location of availability may vary for different products, and the Client warrants that the distribution method and locations have been explained in full prior to acceptance of these Conditions.

4.3 Where applicable to the publication the Company will provide the Client with a "pre-flight check" of the Client's artwork and submit a proof for approval. The Company will correct any issues it notices as part of this process – free of charge.

4.4 The Company will complete minor amends to the Client's artwork or compile any re-submitted corrected files, this being charged extra at £15.00 each time for the third and subsequent submissions of the same Advertisement, these will include an additional magazine proofs. More extensive amending or correcting is charged at £45.00 per hour.

4.5 The Company does not undertake with the Client to grant any trade monopoly and reserves the right to publish Advertisements of similar trades, products and businesses or occupations to that or those of the client.

4.6 The Company does not agree to provide exclusive right to profile and/or advertise and does not agree to provide special conditions or special positioning of the Client's Advertisements within a particular category or classified heading unless expressly agreed in writing on the Order.

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## 5. Promotions: Events

5.1 Where applicable to the promotional platform and only as detailed on the Order the Company will arrange for the Client to attend the Event specified in the Order to promote the Client's goods and/or services.

5.2 Such Events will be held at an organisation within the user group within the stated duration as detailed in the Order.

5.3 Should the Client subsequently opt not to attend the Event the Company shall be under no contractual obligation to arrange alternatives.

5.4 The Company is not liable for any Event cancellations or rescheduling caused by matters outside of its control.

5.5 The Company will provide the Client with alternative Events in such circumstances as detailed above in clause 5.4.

5.6 For the avoidance of doubt, where an Event is not detailed upon the Order, it will not form part of the contract.

## 6. Liability and Indemnity

6.1 The Company shall not be liable for loss or damage direct or consequential suffered by the Client or a third party by reason of the publication of the Client's Advertisement in accordance with the Client's copy instructions or the Client breaching its obligations under these Conditions. The Client agrees to indemnify and keep indemnified the Company against all proceedings, costs, claims, demands and expenses in this respect.

6.2 The Company will not accept any responsibility for loss of circulation or ineffectiveness of any promotion owing to circumstances beyond its control.

6.3 If the Company causes an error to a published Advertisement which detracts materially from the Advertisement then provided the Client gives written notice the Company within 5 working days of its publication or display the Company will at its discretion either:

a. give the Client credit for the cost of the Advertisement containing the error; or

b. publish the Advertisement for a second time without charge to the Client

and to that extent such credit or re-publication (as the case may be) shall be the Company's maximum liability to the Client.

6.4 Except to the extent specified in clause 6.3, the Company shall not be liable for any loss or damage suffered by the Client as a result of any total or partial failure of publication, distribution or availability of any printed or online publication in which any Advertisement is scheduled to be included, or for any error, misprint or omission in the printing of any Advertisement.

6.5 The total liability of the Company to the Client for any act or omission of the Company, its employees or agents relating to any Advertisement or Event shall not exceed the amount of the full refund of any price paid to the Company for the Advertisement or, as the case may be, the Event. The Company shall not be liable for any loss of profits (whether direct or indirect), goodwill or business, indirect or consequential loss.

## 7. Payment

7.1 The price stated in the Order, and any additional fees the Client is liable to pay in accordance with clause 4.4, is exclusive of any applicable value added tax, which the Client shall be additionally liable to pay to the Company.

7.2 The total charge for the Advertisement as set out on the Order, together with any additional fees the Client is liable to pay in accordance with clause 4.4, (together the "Price") is subject to settlement within 28 days of the date of the Company's invoice unless otherwise agreed in writing by the Company.

7.3 PPA registered agencies supplying proof of registration will pay the Company's invoice on the 28th day of the month following the publication date.

7.3 The Company reserves the right to charge interest on overdue accounts at 4% (four per cent) above the Base Rate of HSBC Plc in force at the time the account becomes overdue or at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998.

7.4 Any payment due to the Company shall be made in full without set off or counterclaim unless expressly agreed to in writing.

7.5 Upon receipt of any payments against overdue accounts the Company may at its discretion transfer the Client's Advertisement into another edition of the relevant publication.

7.6 In the event of non-payment or non-compliance of the Company's payment terms then the Client shall be responsible for all legal, collection and debt recovery fees and costs.

## 8. Cancellation

8.1 There shall be no obligation or binding on the Company to cancel or suspend an Advertisement or Event unless a request is received in writing from the Client and confirmed in writing by the Company. Upon such requests being received and confirmed the following costs remain payable on cancellation, the Client accepts these costs form an accurate pre-estimation of the Company's losses:

a. Notice of cancellation received 29 – 40 days or more prior to publication or, as the case may be, the date of the Event, then 25% of the total Price shall be due and payable to the Company.

b. Notice of cancellation received 20 – 28 days prior to publication or, as the case may be, the date of the Event, 50% of total Price shall be due and payable to the Company.

c. Notice of cancellation received 0 – 19 days prior to publication or, as the case may be, the date of the Event, 100% of total Price shall be due and payable to the Company.

In the event the Client has paid the Price, as set out in the Order and a subsequent refund is due as set out above, the Company shall use its reasonable endeavours to refund the Client in the Company pay-run in the month following the receipt of the written notice of cancellation.

8.2 The Company shall have the right to terminate these Conditions upon giving written notice to the Client in the event of any of the following events:

a. any distress execution or other legal process being levied upon any of the Client's assets

b. the Client entering into any arrangement or composition with its creditors committing any act if bankruptcy or (being a Corporation) an order being made or an effective resolution being passed for its winding up except for the purpose of amalgamation or reconstruction as a solvent company or a receiver being appointed in respect of the whole or any part of its undertaking or assets;

c. non-payment by the Client of any monies due from it to the Company.

8.3 Cancellation by the Company in accordance with Clause 8.2 above, shall not cancel any indebtedness of the Client to the Company and shall be without prejudice to any rights of the Company accrued before termination. The Client must immediately pay the Company all arrears and balances of the payments due under the contract at the date of cancellation.

## 9. General

9.1 Unless otherwise agreed, the Client warrants and undertakes to the Company that it will not:

a. approach any organisation the Company introduces them to (whether via an Event or otherwise) on a direct basis otherwise than with the express written consent of the Company; and

b. accept a direct approach from any organisation the Company introduces them to (whether via an Event or otherwise) otherwise than with the express written consent of the Company.

9.2 The Client agrees not to make any direct or indirect approach to any other advertiser within any publication except where express written consent is obtained from the Company.

9.3 The Company reserves the right to include an index to the Client's Advertisements in the Publication and will not be responsible to any Client for any error or omission therefrom.

9.4 Commitments made by the Company's agents, representatives or employees are valid only if confirmed in writing and are included within the Order.

9.5 The Client acknowledges that unless specifically stated in the Order no representation whether oral or in writing has been made by any of the Company's agents, representatives or employees which led the Client to place the Order with the Company.

9.6 The restrictions in this agreement (subject to Clause 9.1) shall be valid for a period of 24 months from the date on which this Agreement is signed.

9.7 No waiver by the Company of any breach of these Conditions or the order by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.8 If any provision of these Conditions is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

9.9 The Company reserves the right to revise these Conditions from time to time.

9.10 These Terms and Conditions and any applicable Order shall be governed by and construed in all respects in accordance with English law. All disputes or claims arising out of or relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the English Courts to which both parties irrevocably submit.