

Clearview Group Limited - Terms & Conditions for Acceptance of Advertisements

Definitions

In these Terms and Conditions:

"Advertiser" means the person, firm or company which places Orders (and shall include successors in title and assigns, any appointed Agency and any such Agency's successors in title and assigns);
"Advertisement Copy" means any advertising materials submitted to the Publisher by the Advertiser
"Advertisement" means the advertisement provided by the Advertiser which the Advertiser intends to be published in a Publication by the Advertiser;
"Agency" means an advertising agency appointed by, and placing Orders on behalf of, a person, firm or company;
"Applicable Laws" all regional, national and international laws, rules, regulations and standards including those imposed by any governmental or regulatory authority and all applicable industry standards and standards determined by any self-regulatory body which apply from time to time to the person or activity in the circumstances in question including (but not limited to) the British Code of Advertising, Sales Promotion and Direct Marketing
"Charge" means the amount payable by the Advertiser to the Publisher in respect of any Orders placed by the Advertiser in respect of the publication of an Advertisement in a Publication as determined by the Publisher's rate card (as varied from time to time).
"Intellectual Property" means all intellectual property rights in any part of the world including patents (including supplementary protection certificates), utility models, rights in inventions, registered and unregistered trade and service marks, rights in business and trade names and get-up, rights in domain names, registered designs, semiconductor and topography rights, copyrights and neighbouring rights, database rights, rights in confidential information and know-how, plant breeder's rights and (in each case) rights of a similar or corresponding character and in all applications and rights to apply for protection of any of the foregoing;
"Publication" means any publication published by the Publisher;
"Working Day" means any day of the week from Monday to Friday inclusive except any bank or public holiday;

1. Introduction

- 1.1. These Terms and Conditions apply to any order placed by an Advertiser with Clearview Group Limited or any of its subsidiary companies (the "Publisher") for publication of an Advertisement in a specified Publication (an "Order").
- 1.2. By placing an Order, the Advertiser accepts these Terms and Conditions.
- 1.3. With the exception of Condition 3, no other terms or conditions shall apply to any Orders, unless in writing and signed by or on behalf of both the Publisher and the Advertiser. These Terms and Conditions shall prevail in the event of any inconsistency with any other terms and conditions.
- 1.4. The Publisher is entitled to carry out a credit search at a credit-referencing agency. This search will be recorded and will be shown on subsequent searches. The Advertiser will only use the information from these searches to make credit-granting decisions and, if necessary, for fraud prevention or tracing debtors.

2. Acceptance of Advertisements

- 2.1. Any Order placed by an Advertiser must comply with all current publication deadlines, technical specifications and limitations of the Publisher (as amended from time to time) details of which are included in Publisher's rate cards and in its technical specification leaflet, (copies available from the Publisher on request).
- 2.2. Orders placed by an Agency must be submitted (by the Agency acting as a principal) by using the Agency's official booking form. Advertisers other than Agencies may place Orders over the telephone provided that all relevant information is given to the Publisher. Where copy instructions are provided to the Publisher by the Advertiser which are not intended to constitute an Order, they shall be clearly marked "Copy instructions - not an Order".
- 2.3. The Advertiser accepts that, for production reasons, the dimensions of any Advertisement may be varied by the Publisher by up to 2.5% in size.
- 2.4. Where the Publisher (including any employees of the Publisher) has contributed to an Advertisement in a creative capacity (by reworking, amending or similar), any resulting copyright or resulting Intellectual Property shall vest in the Publisher.
- 2.5. The Advertiser undertakes to arrange appropriate insurance in respect of any materials provided by the Advertiser in relation to any Order and/or Advertisement. Whilst the Publisher shall use reasonable endeavours to prevent damage to any material provided by the Advertiser in relation to any Advertisement, it shall not be liable for any loss, damage or delay in delivery thereof however or whenever suffered. Unless the Advertiser has provided instructions to the contrary (in which case it shall be responsible for any associated costs), the Publisher reserves the right to destroy (without notice to the Advertiser) any such materials in its possession 6 months following the last date of inclusion in an Advertisement.
- 2.6. The Publisher is not obliged to provide proof of publication of any Advertisements in any format whatsoever.
- 2.7. The Publisher has the right to:
 - 2.7.1. make any alteration to Advertisements it considers necessary (including amendment to any artwork) in order that the Advertisement meets the requirements of the Publisher referred to in Condition 2.1, complies with all Applicable Laws and does not infringe the Intellectual Property rights of any third party, without incurring any liability whatsoever to the Advertiser;
 - 2.7.2. decline to publish any Advertisement without giving any reason for so declining without incurring any liability whatsoever to the Advertiser; and
 - 2.7.3. restrict, at its sole discretion, any repeat publications of the same Advertisements.

3. Mail Order Advertisers

- 3.1. Where an Advertisement is a mail order advertisement (as defined by The Newspaper Society) The Newspaper Society's requirements and instructions regarding such advertisements as set out in the appropriate form (as varied from time to time) (the "Form") must be complied with. By placing an Order, mail order advertisers warrant and undertake that:
 - 3.1.1. they have complied with all requirements contained in the Form and of The Newspaper Society generally; and
 - 3.1.2. the necessary undertaking required by The Newspaper Society has been provided, regardless of whether or not the Form has been signed. A copy of the Form is available from the Publisher on request.

4. Errors

- 4.1. Subject to Condition 4.2, where an error, misprint or omission in the printing of an Advertisement or part thereof materially detracts from the Advertisement (in the sole opinion of the Publisher), the Publisher will (at its sole option) either re-insert the Advertisement or relevant part thereof in a later edition of the same or associated Publication or Publication in the same area, or issue a refund or adjustment (which the Publisher deems reasonable) to the Charge.
- 4.2. In no circumstances shall the total liability of the Publisher for any error, misprint or omission in relation to the publication of any Advertisement pursuant to an Order exceed:
 - 4.2.1. an amount equal to the corresponding Charge;
 - 4.2.2. the cost of a further or corrective advertisement of a type and standard reasonably comparable (in the sole opinion of the Publisher) to that specified in the Order.
- 4.3. It is the responsibility of the Advertiser to check the first insertion in relation to a series of Advertisements being placed and notify the Publisher immediately of any errors. The Publisher shall have no responsibility or liability to the Advertiser in respect of repetition of errors included in any Advertisement unless notified in reasonable time by the Advertiser.

5. Cancellation

- 5.1. The Publisher reserves the right (without incurring any liability in respect of any loss or damage sustained by the Advertiser) to cancel any Order (or part thereof) by giving reasonable notice to the Advertiser. The Publisher also reserves the right to omit or to refuse to publish, or to change the position of or suspend any Advertisement or any part thereof or series of Advertisements notwithstanding the fact that the Advertisement has been accepted for publication, without incurring

any liability in respect to any loss or damage sustained by the Advertiser. Where any subsequent Orders are placed by the Advertiser and the Publisher's rates have changed, Charges in relation to any subsequent Order(s) placed by the Advertiser shall be at the Publisher's current (rather than the original) rate.

- 5.2. Where the Advertiser wishes to cancel an Order (or part thereof), it shall give the Publisher:
 - 5.2.1. where an Advertisement attracts a premium rate Charge not less than twenty eight (28) Working Days written notice;
 - 5.2.2. where the Advertiser is an Agency, and provided that sufficient evidence is added, it may cancel an Order or any part thereof in the event of death of the Advertiser on 3 Working Days written notice; and
 - 5.2.3. for all other Advertisements, not less than four (4) Working Days written notice.
- 5.3. Where a series of Advertisements constitute an Order (a "Series Order") and the cancellation notice required by Condition 5.2 above is not provided by the Advertiser, any discount applied to the Charges in relation to the Series Order shall not apply and the Advertiser shall be liable to pay in full the Publisher's current rate for any parts of the Services Order which have not been cancelled.
- 5.4. Where an Advertiser fails to pay the Charges in accordance with Condition 7 or where an Advertiser is in breach (or the Publisher suspects the Advertiser is in breach) of any of these Terms and Conditions, the Publisher shall have the right to cancel an Order (or part thereof) without prior notice to the Advertiser.

6. Box Numbers

- 6.1. Where the Advertiser uses the Publisher's box number facility as part of an Advertisement, it shall pay the Publisher's fee (the "Box Number Fee") in relation to such use. The Box Number Fee (which will vary from time to time) will be advised by the Publisher on application by the Advertiser.
- 6.2. Whilst the Publisher shall make reasonable endeavours to forward replies and any other information received into any box numbers to the Advertiser as soon as possible after receipt, the Publisher shall not be liable in respect of any loss or damage suffered or alleged to have been suffered by the Advertiser as a result of failure or delay in forwarding such replies (howsoever caused).
- 6.3. The Advertiser authorises the Publisher to return to the originator any communication which, in the opinion of the Publisher (and at the Publisher's absolute discretion), is of no use to the Advertiser (for example, junk mail).

7. Charges

- 7.1. Where the Publisher has confirmed in writing that a short-credit facility has been granted to the Advertiser, the Advertiser agrees to pay the Charges (including any Box Number Fee, expenses and costs) in full within 14 days of the date of invoice
- 7.2. Where the Publisher has confirmed in writing that an authorised monthly trade account has been granted to the Advertiser, the Advertiser shall pay the Charges (including any Box Number Fee, expenses and costs) in full within 30 days net of the date of invoice.
- 7.3. The Advertiser agrees that all gross advertising rates forming the Charges (except classified lineage and semi-display) are subject to 0.1% Advertising Standards Board of Finance (ASBOF) levy, payable by Advertisers to help finance the self-regulatory system administered by the Advertising Standards Authority.
- 7.4. Any queries in relation to the Charges or any other item contained in an invoice must be notified to the Publisher's account department (details of which shall be set out on the invoice) within 7 days in relation to a short-credit facility account and within 21 days in relation to all other accounts. Queries notified to the Publisher after the 21 day notice period has expired will not be accepted and the invoice shall remain payable in full. A query in relation to a specific item contained in an invoice for Charges shall not affect the due date of payment of the balance of the Charges contained therein.
- 7.5. The Publisher shall charge interest on any unpaid amounts from the date payment fell due until receipt of the amount at a rate of 3% above the base rate of the Bank of England, which shall be charged daily and compounded per calendar month until such amount is received by the Publisher.
- 7.6. The Publisher reserves the right to levy an administration charge at the current or prevailing rate, details of which are available on request for each and every payment made by the Advertiser either in full or partial settlement of an account where that payment is subsequently dishonoured.
- 7.7. The Advertiser agrees that when placing an Order, the Publisher may carry out a credit search through a credit-referencing agency which will be recorded and shown when subsequent searches are made. The Publisher will only use the information from these searches to make credit-granting decisions in relation to payment of Charges and, if necessary, for fraud prevention or tracing debtors.
- 7.8. The Publisher reserves the right where it considers it reasonable and lawful to do so to disclose the name and address of Advertisers to the police, trading standards officials or any other relevant authority or third parties.

8. Limitation of Liability

- 8.1. The Publisher will use reasonable endeavours to meet the reasonable requests of Advertisers although the Publisher does not guarantee the publication of any Advertisement in accordance with the corresponding Order and shall not be liable to the Advertiser for any loss or damage incurred by the Advertiser as a result of total or partial failure of publication of any Advertisement, or distribution of any Publication in which any Advertisement is scheduled to appear.
- 8.2. All digital services are maintained by the Publisher's hosting service providers. Whilst the Publisher will use reasonable endeavours to ensure the continuity of these services, it will not be liable to the Advertiser in any respect if the any such services are delayed or prevented by any cause beyond its reasonable control.

9. Warranty

- 9.1. The Advertiser warrants and undertakes that:
 - 9.1.1. it will be responsible for obtaining and paying for all necessary licences and consents for the publication of any materials contained in any Advertisement;
 - 9.1.2. no Advertisement will infringe the Intellectual Property rights or other rights or be defamatory to any third party or the Publisher;
 - 9.1.3. no Advertisement will be in breach of or contrary to any common law, statute, regulation or code of practice, including in particular any Advertisement which is defamatory, racist or sexist, threatening or menacing to any person or group of people, or contain any obscene elements, or likely to cause annoyance or distress to any person; and
 - 9.1.4. all Advertisements provided will be in compliance with Applicable Laws.

10. Indemnity

- 10.1. The Advertiser will indemnify and keep indemnified the Publisher against all losses, claims, liabilities, costs, charges, expenses and damages (of any kind irrespective of whether they were reasonably foreseeable or avoidable) incurred or suffered by the Publisher arising from the breach of the warranties set out above or in any manner whatsoever including as a result of or arising out of the publication of any Advertisement or other materials provided by or published on or on behalf of the Advertiser.
- 10.2. This indemnity shall include all costs, losses and expenses incurred by the Publisher in respect of actual or threatened legal action arising from the publication of any Advertisement.

11. Waiver

- 11.1. Any delay or waiver or failure to elect by the Publisher in exercising its rights under these Terms and Conditions or otherwise shall not limit or restrict the future exercise or enforceability of those rights.

12. Governing law and jurisdiction

- 12.1. These Terms and Conditions (and any other documents that the parties enter into under it that are not expressed to be governed by another law) is governed by and construed in accordance with the laws of England.
- 12.2. The courts of England have exclusive jurisdiction to settle any claim or arising out of or in connection with these Terms and Conditions or the legal relationships established by these Terms and Conditions.