# ADVERTISING TERMS AND CONDITIONS

1. **INTRODUCTION**
   1. These Terms and Conditions, the Booking Form to which they are attached and the Advertisement Confirmation (as defined below) (together the “**Agreement**”) set out the terms on which we agree to publish your advertisement (the “**Advertisement**”) on our website (the “**Website**”) and/or in any newspaper, magazine or insert published by us (the “**Print Publication**”). Please read the Agreement carefully and make sure you understand it before signing. You understand that by signing the Booking Form, you agree to be bound by the terms of this Agreement.
   2. The Advertisement submitted by you will be managed and published by brand named in the front sheet accompanying theses terms and conditions, trading as Media Business Insight Limited (a company incorporated in England with registration number 8248880 and whose registered office is at c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP, and referred to herein as **“MBI”**).
   3. In light of the meanings given above to “we”, references to “us” and “our” shall be construed accordingly.
   4. References to “you”, “your” and the “Advertiser” shall be references to the entity entering into this Agreement and submitting the Advertisement for publication, whether this is a representative of the Advertiser or an agent or third party acting on behalf of the Advertiser.
   5. Defined terms have the meaning given to them on the Booking Form or else within these Terms and Conditions.

# BOOKING PROCEDURE AND ORDER ACCEPTANCE

* 1. On signature of the attached Booking Form by you, you shall be deemed to have placed an order for the publication of the Advertisement on the Website and/or in the Print Publication (as set out on the Booking Form*).*
  2. We shall not be deemed to have accepted your order for publication until we have submitted written confirmation (for example, by way of email) to you of our acceptance (an "**Advertisement Confirmation"**). Unless otherwise specified in The Advertisement Confirmation thedate by which you must provide us with a copy of the Advertisementwill be 7 days prior to publication date (the **"Copy Deadline"**).The Advertisement Confirmation will attach our Rate Card with details of any specifications (e.g. delivery format and/or file configuration) with which the Advertisement must comply. You agree that the Advertisement will comply with any such specifications and any additional specifications or instructions that we give you from time to time.
  3. You shall supply us with a copy of the Advertisement and, where applicable, confirmation of the website URL to which the Advertisement shall link, on or before the Copy Deadline. In the event that you fail to provide a copy of the Advertisement to us by the Copy Deadline, we shall have the right to publish the Advertisement at a time of our choosing or treat your order for publication of the Advertisement as having been cancelled by you as detailed in Clause 8 below.
  4. Notwithstanding any other provision of these Terms and Conditions, nothing herein shall require us to do or omit to do anything which would infringe any third party rights or contravene any applicable laws or regulations including, but not limited to, the Data Protection Act 1998, the Gambling Act 2005 and the Consumer Protection from Unfair Trading Regulations 2008.
  5. You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.

# PUBLICATION OF THE ADVERTISEMENT

* 1. We agree to publish the Advertisement on the Website and/or in the Print Publication for the duration of the Publication Period (as specified in the attached Booking Form).
  2. We shall be entitled at any time prior to the Start Date to require you to amend the Advertisement submitted, or refuse (without notice) to publish any Advertisement in each case so as to:
     1. avoid publishing anything which would not be, in our reasonable opinion, appropriate to publish on the Websites and/or in a Print Publication;
     2. avoid publishing anything which in our reasonable opinion is inaccurate, misleading or objectionable;
     3. avoid the infringement of or contravention of (or likely infringement or contravention of) (i) the rights of any third party or (ii) 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 (iii) any other applicable law; and/or
     4. ensure that the Advertisement meets (to our reasonable satisfaction) (i) the production and quality specifications stipulated on the Rate Card; or (ii) any other reasonable instructions that we issue to you.
  3. We shall use our reasonable endeavours to (i) comply with your reasonable wishes with regard to the position of the Advertisement on the Website or in the Print Publication (where this has been requested in advance and is specified on the Booking Form) and (ii) ensure that the Advertisement is published on the Start Date for the duration of the Publication Period. However, we reserve the right, without liability to you, to change the position of the Advertisement or the duration of the Publication Period where, in our sole discretion, we deem it necessary.
  4. We reserve the right at our discretion and without notice to you to destroy all artwork, film, copy or other materials submitted by you and which have been in our possession for more than six months from the date of their last use by us, unless specific written instructions have been received from you to the contrary.
  5. You acknowledge that we do not guarantee any response rates to the Advertisement. We shall not be liable to you in any way in respect of the number of responses (if any) that you receive to the Advertisement.

# ADVERTISEMENT CONTENT

* 1. You hereby grant to us a worldwide, non-exclusive, royalty-free, sub-licensable licence to use, reproduce, modify, adapt, publish, create derivative works from, distribute and display the Advertisement (in whole or part).
  2. Where applicable, you hereby grant to us the express right to reproduce screen shots of the Website containing all or part of the Advertisement on or in any promotional or advertising materials or in connection with promoting or advertising the Website or any part or our business.
  3. If the Advertisement contains a link to another website you shall: (i) maintain the URL of that website; (ii) maintain and update the content of that website; and (iii) ensure the availability of that website. We may remove any Advertisement which contains links to a website which, in our reasonable opinion, is (or may be) defamatory, objectionable or may otherwise bring us and/or any part of our business into disrepute.
  4. We shall not be liable to you in any way for any errors in an Advertisement submitted by you for publication or the repetition of any error in an Advertisement ordered for more than one insertion, and we have no obligation to check whether the content of the Advertisement that you submit to us is correct.
  5. If we receive any bona fide third party complaint about the content or appearance of the Advertisement we may, at our sole discretion, remove the Advertisement from the Website (and, where relevant, from any further copies of the Print Publication) without notice and without incurring any liability to you.
  6. All intellectual property rights (including, but not limited to, copyright, trade mark and design rights) in: (i) any materials created by us in connection with the Advertisement; (ii) the Website; and (iii) the Print Publication shall be solely and exclusively owned by us or our successor, together with any goodwill therein.

# OUR OBLIGATIONS

* 1. In the event that we fail to publish the Advertisement by the Start Date, we shall, on notification of this failure by you, either: (i) publish the Advertisement as soon as is reasonably practicable after the Start Date, for a period equal to the Publication Period; or (ii) where you have notified us that the publication of the Advertisement is time critical and therefore publication of the Advertisement at a later date will not be an adequate remedy, refund to you all payments made by you in respect of the Advertisement.
  2. Subject to Clause 5.3, if an Advertisement contains an error caused by us and the error detracts materially from the Advertisement, then provided you send us written notice of such error within five working days of the Start Date, we will, at our sole discretion, either:
     1. refund you the cost of the Advertisement; or
     2. re-publish the Advertisement (without the error) on the same basis without charge to you.
  3. Subject to Clause 10.4, the remedies set out at Clause 5.2 shall be your sole remedy in relation to an error, misprint or omission in the printing of any Advertisement caused by us.
  4. We reserve the right at any time to modify or discontinue (temporarily or permanently) the Website or Print Publication (or part thereof) with or without notice. Where you have paid for an Advertisement and the Advertisement is not published by us due to the modification or discontinuation (temporarily or permanently) of the Website or Print Publication, we shall refund to you the cost of the Advertisement.
  5. Where applicable, we shall not be liable for any loss or damage suffered by you as a result of any total or partial failure of the Website or any inability to access the Website.
  6. With regard to the actual or intended publication of an Advertisement on the Website or in the Print Publication we shall have no liability to you for:
     1. the wording, representation, placement or quality of colour or mono reproduction of the Advertisement;
     2. any loss whatsoever caused as a consequence of any instructions, artwork or any other material relating to the Advertisement being submitted by you in electronic form that is in breach of the warranty at 6.1.7 below;
     3. subject to 5.1, any loss whatsoever caused by a delay or failure by us to issue the Print Publication or update the Website on the Start Date; or
     4. any failure of the Advertisement to meet or generate any target response levels or page impressions.
  7. If at any time during the Publication Period you wish to remove the Advertisement that is being displayed on the Website you must give written notice to us requesting the Advertisement's removal.
  8. We shall use our reasonable endeavours to effect the removal of the Advertisement from the Website where the Publication Period has a period of time in excess of 14 days until its expiry. We shall not be liable to you in the event that we are unable to comply with a request to remove the Advertisement for any reason.
  9. In the event that we remove the Advertisement from the Website following a request from you, all Fees shall be non-refundable.

# YOUR OBLIGATIONS

* 1. You hereby warrant that:
     1. in signing the Booking Form you are authorised to bind the Advertiser (including where you are acting in the capacity as agent) or in any other representative capacity;
     2. the use of the Advertisement (or any related materials) including the reproduction and/or publication of the Advertisement by us (either in the Print Publication or on the Website (or both), as the case may be) in the form originally submitted by you will not
        1. breach any contract with a third party (ii) infringe the intellectual property rights (including copyright, design rights or trade marks) of any third party or (iii) otherwise be unlawful or render us liable to any proceedings, claims, demands, costs or expenses or any other loss whatsoever;
     3. in the case of any Advertisement submitted for publication by you which contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person or any material by which any living person may be identified, you have obtained the authority of that living person to make use of the same in that particular context;
     4. in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000 (the **"Act"**)), the Advertisement has been approved by, an authorised person within the meaning of the Act or the Advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001 or under any other legislation subordinate to the Act;
     5. the Advertisement complies with the requirements of all relevant legislation for the time being in force or applicable in the United Kingdom and all relevant codes issued by the Advertising Standards Authority;
     6. any materials (including the Advertisement) submitted to us by electronic means shall not contain software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, be corrupted or otherwise unreadable; and
     7. any information supplied in connection with the Advertisement is accurate, complete and true.
  2. In the event that you change your company name, address, or any other details disclosed by you to us, you agree that you will give written notice to us within five working days of such change(s).
  3. You shall not embed or attach or otherwise use or include in the Advertisement any file relating to behavioral advertising, including but not limited to, the use of tracking devices or any form of cookies.

# PAYMENT TERMS

* 1. In consideration of us agreeing to publish the Advertisement you shall pay to us the Fees to the account specified on the Booking Form. Payment of the Fees is due in advance of the Start Date in accordance with the Payment Schedule in Clause 7.2.
  2. The following payments shall be made by you:
     1. 50% of the Fees no later than 90 days before the Start Date;
     2. 100% of the Fees no later than 45 days before the Start Date; and
  3. Where we have previously agreed in writing to open a credit account for you, and where a credit account is opened, then payment of the account shall become due 30 days after the date of our invoice and you will ensure that payment is received by us no later than this due date. If payment is not made in accordance with this Clause 7, interest on the overdue balances (including any period after the date of any judgment or decree against the Customer), and late payment fees, fall due and payable and are calculated upon the basis set out in the Late Payment of Commercial Debts (Interest ) Act 1998 (as amended).
  4. You agree to provide us with all information that we request (including, but not limited to, any relevant purchase order number) in a timely manner so that we may generate our invoices. Failure to supply such information in accordance with any such request or instructions shall not excuse late or non-payment.
  5. All Fees (and any other charges) payable under the Agreement are exclusive of any applicable sales tax (including, but not limited to, Value Added Tax) which shall be charged in addition at the rate from time to time in force.
  6. Any currency conversions necessary to prepare an invoice shall be calculated at the rate quoted by MBI at the date of invoice.
  7. Without prejudice to any other rights or remedies available to us, we shall be entitled to:
     1. charge interest on any outstanding balance owed to us accruing on a daily basis from the date that the invoice became due for payment until the date it is paid in full (whether before or after judgment and compounding every 50 days);
     2. charge an administration fee of £25 if any cheque drawn in its favour by you in purported satisfaction of any unpaid invoice is dishonoured on presentation; and
     3. instruct a debt collection agency (apart from solicitors) to recover any sum due and in that case all charges incurred by us as a result of such instruction shall be payable by you in any event upon demand.
  8. We reserve the right at our discretion and without notice to you:
     1. to charge you for any extra production and colour processing costs because of any act or omission by you to supply artwork, film, copy or other materials of sufficient quality or otherwise in accordance with the relevant specifications (as set out on the Rate Card); and

# CANCELLATION OF AN ADVERTISEMENT

* 1. Should you wish to cancel the publication of an Advertisement you must given written notice to us.
  2. In the event that we receive your notice of cancellation more than seven days prior to the Start Date, we shall use our reasonable endeavours to effect the cancellation and ensure the Advertisement is not published. We shall not be liable in the event that we are unable to comply with a request to cancel the publication of the Advertisement for any reason.
  3. Without prejudice to Clause 9.3, the following costs remain due on cancellation, and you acknowledge that these charges represent a genuine pre-estimate of our losses:

# Display advertising:

* + 1. if notice of cancellation is received 90 days or more before the Start Date: 50% of total booking fee due; or
    2. if notice of cancellation is received 89 days before the Start Date: 100% of total booking fee is due.

# Digital advertising:

* + 1. if notice of cancellation is received 90 days or more before the Start Date: 50% of total booking fee due; or
    2. if notice of cancellation is received 89 days before the Start Date: 100% of total booking fee due.

# Recruitment and classified advertising:

* + 1. if notice of cancellation is received 90 days or more before the Start Date: 50% of total booking fee due; or
    2. if notice of cancellation is received 89 days before the Start Date: 100% of total booking fee due.

# TERMINATION

* 1. This Agreement shall take effect on the date of the Advertisement Confirmation issued by us to you and shall continue until the expiry of the Publication Period (the “**Term**”), unless terminated early in accordance with the provisions of this Agreement.
  2. Either party has the right at any time to terminate this Agreement immediately by giving written notice to the other in the event that the other:
     1. has committed a material breach of any of its obligations under this Agreement (which shall include a failure to pay any amounts due under this Agreement) and has not remedied any such breach (if capable of remedy) within seven days of being required to do so by written notice; or
     2. ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed, makes any arrangement or composition with its creditors, or makes an application for the protection of its creditors in any way.
  3. Upon termination of this Agreement by us in accordance with this Clause 9, all outstanding sums owing to us at the date of termination shall become due and payable without deduction or set-off.
  4. Upon expiry or termination of this Agreement, the parties agree that our obligation to publish the Advertisement shall immediately cease.
  5. Termination of this Agreement by either party for any reason shall be without prejudice to any rights or obligations that may have accrued as at the date of such termination.

# LIABILITY

* 1. Subject to Clause 10.4, our aggregate liability to you, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with the terms of this Agreement (including the

publication or non-publication of the Advertisement) shall be limited to a sum equal to the Fees paid by you in respect of the applicable Advertisement to which the liability relates.

* 1. Subject to Clause 10.4, we shall not be liable to you for:
     1. any loss of profit, loss of or damage to data or materials (including the copy of the Advertisement submitted by you to us), loss of anticipated savings or interest, loss of or damage to reputation or goodwill;
     2. any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and
     3. subject to Clause 5.1, any loss whatsoever caused by our delay in publishing the Advertisement by the Start Date for whatever reason.
  2. You shall indemnify us and keep us indemnified against all costs, claims, damages, expenses or any other losses suffered or incurred by us (or any of our group companies) as a result of:
     1. any claims brought by a third party against us in relation to: (i) the unauthorised use of any intellectual property rights (including, but not limited to, copyright, trade mark and design rights); (ii) libel; (iii) breach of any statutory or regulatory duty; or (iv) false or misleading advertising or sales practices in each case arising from our display or other usage of the Advertisement and/or any materials to which users can link from any Advertisement (in the case of an Advertisement published on the Website);
     2. (where the Booking Form has been executed by an agent or other third party acting (or purporting to act) on behalf of the Advertiser) any claims made by the Advertiser against us arising from the publication of the Advertisement;
     3. any claims brought by an individual in relation to a breach of Clause 6.1.3; and
     4. any other breach by you of your obligations under this Agreement.
  3. Nothing in this Agreement shall limit or exclude either party's liability for:
     1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
     2. fraud or fraudulent misrepresentation; or
     3. any other liability which cannot be limited or excluded by law.

# FORCE MAJEURE

We shall not be deemed to be in breach of the Agreement or otherwise liable to you for any failure or delay in performing any of our obligations under this Agreement as a result of an event or series of connected events outside of our reasonable control and/or the reasonable control of our sub- contractors and/or suppliers as applicable.

# NOTICES

* 1. Any notice or other document required to be given under the Agreement or any communication required to be given by either party shall be in writing and shall be addressed to the individual representative set out in the Booking Form and be deemed duly given if signed by or on behalf of a duly authorised representative of the party giving the notice and if sent by prepaid registered or recorded delivery post to the address of the party set out on the Booking Form or as may otherwise be notified by the parties or by email.
  2. Any such notice or other communication shall be deemed to have been given two days following the date of posting (or where posted on a Sunday or public holiday two days following the next working day) or if by email then notice shall be deemed to be immediate.

# ANTI-BRIBERY

* 1. You warrant that you shall:
     1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
     2. comply with such of our anti-bribery and anti-corruption policies as are notified to you from time to time; and
     3. promptly report to us any request or demand for any undue financial or other advantage of any kind by or on behalf of you in connection with the performance of this Agreement.
  2. Breach of this clause 13 shall be deemed a material breach of this Agreement.

# GENERAL

* 1. This Agreement (and the documents referenced herein) contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings, statements or arrangements (both oral and written) relating to the subject matter of this Agreement.
  2. No failure or delay by either party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
  3. This Agreement shall not create, nor shall it be construed as creating, any partnership or agency relationship between the parties.
  4. You are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under this Agreement.
  5. None of the provisions of this Agreement are intended to confer a benefit on or be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
  6. This Agreement and the rights and obligations of both parties shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.