

## Advertising Services Specification

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When you buy advertising services from the Company your Agreement will be subject to this Advertising Services Specification below ("Advertising Service Specification") and our General Terms and Conditions.

### DEFINITIONS

The definitions and rules of interpretation in this Services Specification shall be as set out in the General Terms and Conditions, unless otherwise stated below:

**"Advertisement"** means any promotional or advertising material or marketing solutions (including advertorial content and classified and recruitment advertising); and

**"Rate Card"** means the Company's rate card in force from time to time;

### 1. SCOPE OF THESE ADVERTISING SERVICE SPECIFICATIONS

- 1.1. These Advertising Service Specification govern any kind of Advertisement that is to be published or otherwise displayed by any means in, on, via, as part of or in connection with:
  - 1.1.1. any newspaper, magazine, insert or 'onsert' (including any supplement for which no charge is made to its recipient and which is published whether regularly or occasionally as part of or in association with such newspaper or magazine) published by the Company ('**Print Publication**'); or
  - 1.1.2. any website or other electronic medium (including e-mail communications and alerts) operated or controlled by the Company, whether connected with or related to the title of a Print Publication or not ('**Online Publication**').
- 1.2. the Company may amend its Rate Card from time to time, including in particular by amending any aspect of its scale of advertisement rates.
- 1.3. All Advertisements accepted for publication by the Company are accepted subject to these Advertising Terms and Conditions
- 1.4. No representations about any Advertisement will have any effect unless expressly agreed in writing and signed by an authorised representative of the Company.

### 2. ADVERTISING REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 2.1 You hereby further represent, warrant and undertake as follows:
  - 2.1.1. You will comply with any requirements which the Company may reasonably specify in connection with the proposed publication of the Advertisement in question (whether specified on the Order, or the Rate Card or otherwise) including technical specifications relating to standard and quality and any requirements as to setting, style, delivery format, file configuration, size and wording ('**Advertiser Dependencies**').
  - 2.1.2. The publication of the Advertisement by the Company in whatever medium in the form originally submitted by you (or as amended in circumstances permitted by these Advertising Terms and Conditions) will not breach any contract with a third party or infringe the intellectual property or other proprietary rights of any third party or otherwise be unlawful or render the Company liable to any proceedings, claims, demands, costs or expenses or any other loss or damage;
  - 2.1.3. You have obtained all necessary licences, permits, consents, approvals, authorisations and permissions required to publish each Advertisement submitted for publication by you;
  - 2.1.4. Without prejudice to the generality of the foregoing paragraph, 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 (whether by that material alone or in combination with other material), you have obtained the authority of the relevant person to make use of the same;

2.1.5. In relation to any financial promotion (as defined under the Financial Services and Markets Act 2000 'FSMA'), the Advertiser is, or the Advertisement has been approved by, an authorised person within the meaning of FSMA or the Advertisement is otherwise permitted under FSMA or under any subordinate or supervening legislation;

2.1.6. The Advertisement complies with the requirements of all applicable laws and regulations (including subordinate and supervening legislation and the rules of any relevant statutorily recognised regulatory authority);

2.1.7. The advertising copy submitted by you to the Company is legal, honest, truthful, complete and accurate and complies with 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 any successor body;

2.1.8. Instructions, artwork and material submitted by you to the Company via electronic means will not introduce into the Company's information and communications technology systems or infrastructure any software, program or code designed or intended to infiltrate or damage a computer system without the owner's informed consent and will not in any other way destroy, damage or corrupt any software or data on those systems and infrastructure;

2.1.9. You have retained sufficient quality and quantity of all artwork, film, copy and other material relating to the Advertisement and that the Company will not be liable for loss of or damage to any of the foregoing following submission of the same by you to the Company;

2.1.10. Where you supply creative content for an Advertisement to be published in an Online Publication and such content contains a link to a website, nothing in that Advertisement or the content of the linked-to website is or will be defamatory or objectionable or otherwise likely to bring the Company into disrepute.

2.2 The parties acknowledge that, although you are placing an Order with the Company for publication of the Advertisement in question, you may not be the person promoting the relevant products or services ('Advertiser'). For example, you may be the Advertiser's advertising agency or media buyer. Accordingly, you represent, warrant and undertake that you are contracting with the Company as principal. Where you are the Advertiser's agent, you further represent, warrant and undertake that you are authorised by the Advertiser to place the Advertisement with the Company.

### 3. THE COMPANY RIGHTS AND RESPONSIBILITIES

3.1 the Company will be entitled at any time to require you to amend any artwork, materials and copy for and relating to any Advertisement, or refuse without notice to you to publish any Advertisement where the Company considers such refusal necessary for the purposes of:

3.1.1 complying with any legal or moral obligations placed on the Company or you or the Advertiser; or

3.1.2 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 any other applicable laws or regulations;

3.1.3 meeting the production and quality specifications stipulated on the Rate Card or any other Advertiser Dependencies.

3.2 the Company may charge you at its standard rates from time to time for any extra production and colour processing costs which are necessary as a result of any failure by you to supply (or to supply

adequate or satisfactory) artwork, film, copy or other materials or otherwise to act in accordance with the Advertiser Dependencies.

- 3.3 the Company reserves the right at its discretion and without notice to you:
- 3.4 to decline to publish, or omit, alter, suspend or change the position of any Advertisement otherwise accepted for insertion, or publication. the Company will endeavour to comply with the reasonable and practicable wishes of the Buyer although the Company gives no assurances as to the date of publication or insertion, the wording, or the quality of the reproduction of the Advertisement; and
- 3.5 to destroy all artwork, film, copy or other materials submitted by you to the Company which have been in the Company's possession for more than six (6) months from the date of their last use by the Company, unless you have given the Company specific written instructions to the contrary.
- 3.6 Nothing in these Advertising Service Specifications will have the effect of transferring any right, title or interest in or to any intellectual or other proprietary rights that are owned by the Company including all such rights as exist in any material originated by the Company in connection with the publication of an Advertisement.

## 4. CLIENT RESPONSIBILITIES

- 4.1 You will deliver to the Company in a digital format or file configuration approved by the Company all copy for the relevant Advertisement as soon as reasonably practicable and in any event the following periods in advance of the deadline for submission of copy specified on the Order Confirmation (**'Copy Deadline'**):
  - 4.1.1 For Advertisements to be published in a Print Publication, at least 21 days in advance of the Copy Deadline;
  - 4.1.2 For Advertisements to be published in an Online Publication, at least 48 hours in advance of the agreed go-live date.
- 4.2 If you fail to submit the relevant copy in compliance with the above requirements, the Company may publish the Advertisement at an alternative time of its choosing.
- 4.3 Where you supply creative content for an Advertisement to be published in an Online Publication and such content contains a link to a website, you must:
  - 4.5.1 inform the Company in writing at least 2 working days prior to the agreed go-live date; and
  - 4.5.2 maintain the link and regularly monitor the content of the linked-to website.
- 4.4 If the Company receives complaints about the content of an Advertisement it may, at its discretion and without notice to you or to the Advertiser remove the Advertisement from display.
- 4.5 In the event that an Advertisement is displayed in an Online Publication for a period in excess of 14 days and you wish to stop or cancel that display part-way through the agreed display period, you must give written notice to the Company and the Company will use reasonable endeavours to stop or cancel the Advertisement. In that situation, the Company will have no obligation to refund you the charges connected with the display of the Advertisement for the full agreed display period, and you will forthwith pay any unpaid portion of those charges to the Company.

## 5. LIMITATIONS ON THE COMPANY'S LIABILITY

- 5.1 the Company is not responsible for and will have no liability for:
  - 5.1.1 checking the correctness of the Advertisement in the form it is received;
  - 5.1.2 any error in the Advertisement in the form it is received;
  - 5.1.3 the wording, representation, placement or quality of colour or mono reproduction of the Advertisement;
  - 5.1.4 the actual positioning or prominence of the Advertisement in the relevant Print Publication or Online Publication;

- 5.1.5 the repetition of any error in an Advertisement ordered for more than one insertion;
- 5.1.6 the distribution of the relevant Print Publication or Online Publication in a specific geographical area;
- 5.1.7 the failure, corruption or malfunction of any system of electronic publication, whether by means of electronic storage, display or retrieval equipment or otherwise;
- 5.1.8 failure to comply with any instruction given by a Client in the nature of a "stop order" or cancellation or transfer of the publication of the Advertisement unless it is given to the Company in writing: in the case of an Advertisement to be published in a Print Publication, at least 28 Working Days before the Copy Deadline and, in the case of an Advertisement to be published in an Online Publication, at least 72 hours prior to the agreed go-live date;
- 5.1.9 any loss whatsoever caused by delay or failure by the Company to issue the relevant Print Publication or Online Publication on a particular date, or the Company's decision to suspend the Print Publication or Online publication or cease the Print Publication or the Online Publication altogether; or for
- 5.1.10 any failure of the Advertisement to meet or generate any target response levels or page impressions.

5.2 the Company will not be liable for any error in the Advertisement unless the matter is raised with the Company in writing within 5 working days following the publication of the Advertisement or at the date on which it is claimed the Advertisement was intended to appear (in the case of a single Order) or a reasonable period in advance of the Copy Deadline for its next insertion or subsequent go-live date (in the case of a series order).

5.3 Where an Advertisement contains an error, which was caused by the Company which detracts materially from the Advertisement then, provided that you give the Company written notice of the error in question immediately, the Company will at its discretion either:

- 5.3.1 issue you with a credit you in the amount of the cost paid by you in respect of the Advertisement containing the error; or
- 5.3.2 publish the Advertisement for a second time without charge to you, and such credit or re-publication (as the case may be) will be the Company's entire liability to you.

## 6. FEES

- 6.1 Payment for the Company's provision of services under these Advertising Services Specifications is due in advance of first publication of the Advertisement unless the Company has previously agreed in writing to open a credit account in your name.
- 6.2 Where the Company as agreed to open a credit account in your name then the Company will invoice you for the relevant charges in the stages set out below.
- 6.3 You will pay the Company's fees for the provision of services hereunder in stages. For Recruitment Print, Display, Digital and Classified Advertisements the payment stages are:
  - 6.3.1. 25% 4 weeks in advance of the first date of publication of the Advertisement;
  - 6.3.2. 50% 2 weeks in advance of the first date of publication of the Advertisement;
  - 6.3.3. 25% 1 week in advance of the first date of publication of the Advertisement.
- 6.4 Where these Advertising Services Specifications place the Company under an obligation to refund any amounts to the buyer, the Company will use its reasonable endeavours to refund the amount in question to the buyer within 30 working days of its obligation arising.

## 7. COSTS ON TERMINATION

- 7.1 Where the Company terminates its Agreement with you, any outstanding Fees owed by you hereunder will be due and payable immediately.

7.2 The parties agree that, on termination of the agreement between the Company and the buyer for advertising services for any reason, the buyer will be liable to pay the following costs to the Company forthwith on demand. The parties agree that these charges represent a genuine pre-estimate of the Company's losses in the relevant circumstances.

7.3 For display advertising: 25% of Fees where notice of cancellation is received 29 –42 days or more before first publication; 50% of Fees where notice of cancellation is received 15-28 days before first publication; and 100% of Fees where notice of cancellation is received 0-14 days before first publication.

7.4 For digital advertising:

- 7.4.1 25% of Fees where notice of cancellation is received 28 days or more before first display;
- 7.4.2 50% of Fees where notice of cancellation is received 8-27 days before first display; and
- 7.4.3 100% of fees where notice of cancellation is received 0-7 days before first display.

7.5 For recruitment and classified advertising:

- 7.5.1 25% of Fees where notice of cancellation is received 28 days or more before first publication;
- 7.5.2 50% of fees where notice of cancellation is received 8-27 days before first publication; and
- 7.5.3 100% of Fees where notice of cancellation is received 0- 7 days before first publication.