

## Conditions of Acceptance of Advertisements and Sale of Goods

### (1) Definitions

The advertisement shall include any loose or insert advertisement, any advertisement attached to or distributed with relevant publications including free gifts, information supplied in connection with an advertisement and any advertisement in any form including electronic.

The advertiser shall mean the person advertising its products or services or making an announcement in the advertisement

The IH shall refer to The Insert House Ltd, The Insert Print House Ltd, The Press House or any of their other subsidiary or associated companies.

The buyer shall mean the person placing an order whether that person is the advertiser or not.

### (2) Ordering

(2.1) In placing an advertisement order the buyer is contracting with IH as principal even where the buyers are not themselves the advertiser. IH are contracting with the buyer as principals even where they are not themselves the publisher carrying the advertisement. An official order must be clearly marked as such.

(2.2) All orders for the placing of an advertisement shall be subject to these conditions unless and to the extent otherwise agreed by the IH in writing. Any other conditions stipulated by the buyer whether on the Buyer's order form or elsewhere shall have no effect to the extent that they conflict with these conditions.

### (3) Buyer's Warranties and Indemnities

(3.1) The Buyer warrants to IH that: -

(a) The advertisement is legal in that it does not contravene English law and where appropriate, EU law or directives or the rules of any statutory regulatory authority or other relevant body. Where the advertisement concerns mail ordering that the advertiser will comply with the Mail Order Protection Scheme.

(b) The reproduction and/or publication in whatever format or medium by IH of the advertisement whether or not amended will not infringe any other party's rights or breach of contract or otherwise expose IH to the risk of proceedings whatsoever and that where necessary the advertiser has obtained written consent of any living person whose name or image is contained in any advertisement.

(c) The advertisement is decent, honest and truthful and does not infringe the British Code of Advertising Practice or the code of any other relevant body.

(d) Where the buyer is not the principle they are authorised by the advertiser to place the advertisement.

(4) The buyer agrees to indemnify IH against all actions, proceedings, claims, demands damages, full indemnity of costs and any other liability arising directly or indirectly from breach by the buyer of any of the buyer's warranties or other obligations whether under these conditions or implied by law including without limitation, the buyer's failure to notify IH of any error in a published advertisement.

### (3) Supply of proofs and corrections

3.1 IH does not undertake to provide the buyer with proofs of an advertisement

3.2 IH cannot be held responsible for alterations or corrections to proofs if returned after the specified latest date or not confirmed in writing.

3.3 Proofs provided by IH must be approved by the buyer before insertion.

3.4 IH does not accept responsibility for the accuracy of reproduction of copy not given to IH in writing.

3.5 IH may without prejudice to (3) above require copy in respect of advertisements to be amended to the extent IH deems necessary for the advertisement to conform to both the warranties above IH company policy and any technical specification.

3.6 The advertisement shall not in any way be prejudicial to the reputation of IH.

4 Artwork.

4.1 Artwork and/or photographic materials submitted by the buyer are submitted to and used by IH entirely at the risk of the person by whom or on whose behalf they are submitted. IH reserves the right to return at the buyer's expense or dispose of such artwork and/or materials if not collected within six months of receipt by IH. It is entirely the buyer's responsibility to make and retain copies of all artwork and/or photographic materials submitted to IH.

4.2 The buyer acknowledges that the copyright in all artwork and/or materials contributed by IH in connection with the advertisement is solely vested in IH.

4.3 Commissioned Material

(i) This paragraph governs situations where the Advertiser commissions IH to design and deliver material to be used in Advertisements. The sections under 4.3, Commissioned Material, concerning use and ownership maybe varied by agreement between the parties. In this paragraph:

(a) 'Brief' means the written brief describing the Deliverables, their intended use and any pre-set timings for supply, signed by the Advertiser and supplied to IH in advance of conclusion of the relevant Contract;

(b) 'Deliverables' means the services and materials to be supplied by IH under the relevant Contract, described in the Brief;

(c) 'Marks' means any trade marks, trading styles or trade names owned by the Advertiser or under its control;

(d) 'Rights' means all copyright and related rights, design rights (whether registered or unregistered), patents, rights in trade marks (whether registered or unregistered), database rights and any other intellectual property rights (including all similar or equivalent rights or forms of protection in any part of the world) in or relating to the Deliverables; and

(e) 'Job Cost' means the fee to be charged by IH for the Deliverables under the relevant Contract;

(ii) IH shall use its reasonable care and skill in the production and supply to the Advertiser of the Deliverables.

(iii) IH reserves the right to require the Advertiser to pay the total Job Cost up front before IH starts work. If a final Job Cost has not been agreed at the time of concluding the relevant Contract, IH may require the Advertiser to pay a percentage of the estimated total Job Cost in advance of a final sign-off by the Advertiser of the budget.

(iv) The Advertiser warrants that the Brief is accurate in all respects. As the Job Cost and any pre-set dates for supply of the Deliverables will be agreed on the basis of the Brief, any changes to it after the conclusion of the relevant Contract, whether resulting from alterations by the Advertiser, delay in providing IH with materials, information, instructions or authorisations, supply of faulty materials to IH by the Advertiser, or any other circumstances beyond IH's control, will be subject to extra charges for IH's time

and work and may involve delays in supply. The Advertiser will pay these extra charges and reimburse IH for any third-party charges or expenses incurred by IH on the basis of the original Brief.

(v) Unless otherwise agreed in writing IH shall arrange and oversee all production and postproduction. If it is agreed that the Advertiser arranges any production work itself, IH shall not be responsible for the booking, supervision or quality control of any relevant facilities, nor will it be responsible for payment of any related charges.

(vi) Written approval by the Advertiser of final copy, layouts, scripts, storyboards, designs and the like will be IH's authority to proceed with production or publication as appropriate.

(vii) Where artwork or other material is sent to the Advertiser for final approval, the Advertiser shall check it carefully and notify IH by email, fax or post of any errors or alterations. IH shall use its reasonable endeavours to effect any changes so notified but IH reserves the right to charge extra if any of these alterations either go beyond the original Brief or are notified to IH more than three working days after their supply to the Advertiser. Where notification of errors is either delayed in this way or does not occur before publication, IH shall not be liable in respect of any such errors. IH will also not be liable in respect of errors occurring where the Advertiser either does not pay for proofs or mock-ups or oversees the print and production process or does not allow enough time in the production schedule to check layouts, copy, pagination or other content aspects. IH cannot guarantee that

(xvi) any or all colours will be exactly replicated in the final version as published.

(viii) IH shall own the copyright in the Deliverables unless the parties agree any other disposition of the Rights in writing.

(ix) The Advertiser shall have a royalty-free licence, coming into effect on payment of the relevant invoice, to use the Deliverables for the purposes, in the territories and in respect of the products or services specified in the relevant Contract or the Brief. This licence shall be automatically terminated if the Advertiser does not pay the Job Cost in full by the due date or IH duly terminates the relevant Contract.

(x) If the Advertiser wishes to use the Deliverables in ways going beyond the parameters in the relevant Contract or the Brief it shall require IH's written consent.

(xi) If use of the Deliverables under the relevant Contract involves use of third party material, IH shall secure the necessary licence.

(xii) Where IH makes any presentation to the Advertiser going beyond the Brief, the Advertiser may make no use of any material contained in the presentation unless the parties so agree in writing.

(xiii) Use of the Deliverables in accordance with the Brief may involve the Advertiser in continuing liability to third parties, for example for royalties, licence fees and performance fees. These are the Advertiser's responsibility. IH shall endeavour to notify the Advertiser of them as early as possible.

(xiv) If, during or after the period of use of the Deliverables envisaged in the relevant Contract, the Advertiser wishes to use or authorise another to use any distinctive device or other part of the Deliverables in ways outside those contemplated in the relevant Contract, IH shall not unreasonably withhold its consent for that use but may make its consent conditional on fees or royalties.

(xxii) It shall be the sole responsibility of the Advertiser to ensure that the Deliverables and their use comply with all local laws, regulations and codes in all countries in which use is intended as stated in the relevant Contract. It shall also be the Advertiser's responsibility to ensure that the

Deliverables carry all disclaimers, warnings and public information which any competent lawyer of the Advertiser in any of the relevant jurisdictions would advise. Accordingly the Advertiser shall indemnify and hold harmless IH and IH's agents and employees from any liability, cost, loss, damages award, sum payable by way of settlement or other expense of any kind (including reasonable legal fees) arising from any claim, demand or action alleging that the Deliverables or use of them are contrary to any law, code or regulation in any country.

(xvi) Notwithstanding the licence described in sub-paragraph (ix) or any other disposition of the Rights agreed between the parties, IH shall have a continuing right to use the Deliverables for the purposes of promoting IH's work.

(xvii) The Advertiser shall unless otherwise agreed mark all design work supplied as part of the Deliverables with the phrase 'Design by IH ' (or appropriate variants as agreed) in a suitable place. IH reserves the right to request the non-appearance or removal of this credit in any particular case.

(xix) IH shall, where practicable, endeavour to estimate studio costs and extras such as couriers and other external services to be used in relation to the Deliverables, but this will not always be possible. All expenses related to a production, for example couriers, dubs, stock, print-outs, scans and overtime, shall be invoiced by IH at cost and the Advertiser shall pay those invoices within fourteen days of the date of the invoice. Where expenses are likely to be significant, IH reserves the right to require the Advertiser to pay the full amount of the expected expense in advance. General out-of-pocket expenses incurred in supplying the Deliverables, such as courier charges, travelling and hotel expenses, shall be charged by IH at cost and the Advertiser shall pay the relevant invoices within fourteen days of the date of the invoice. Where extra expenses are incurred, either as a result of alterations to the original Brief or otherwise at the Advertiser's request, the Advertiser shall pay such expenses by way of settlement of the relevant invoices within fourteen days of the date of the relevant invoice.

(xx) If the Deliverables include any goods, their delivery shall be regarded as occurring when either two business days have elapsed following the day the Advertiser has been informed that the goods are awaiting collection or, in cases where the Deliverables include delivery of the goods to the Advertiser, on the day of delivery to the Advertiser. If the Advertiser is unable to collect the goods as provided for above, then IH shall be entitled to arrange storage or transportation for the goods on the Advertiser's behalf at the Advertiser's expense. All charges for such storage, transport and any insurance shall be payable by the Advertiser forthwith on request. The Advertiser shall inspect and check the goods immediately on delivery and shall give IH notice in writing by fax or post within three working days after delivery as to any alleged defect together with details. The Advertiser shall permit IH to inspect any allegedly defective goods. Failing that notice, the goods shall be deemed to be in accordance with the relevant Contract and the Advertiser shall be deemed to have accepted the goods and to be liable to pay for the goods.

(xxi) The risk in Deliverables shall pass to the Advertiser when supply or transportation to the Advertiser starts or, where the Advertiser will not accept supply on the date required by IH, to temporary storage arranged by IH.

(xxii) Where either delivery difficulties or other circumstances necessitate IH electronically storing any part of the Deliverables for the Advertiser's future use, IH reserves the right to levy storage charges and charges for retrieval from storage, which the Advertiser shall pay within fourteen days of the date of the relevant invoice.

(xxiii) If any Deliverables use Marks, IH may use or allow use of any of them for the purpose of fulfilling IH's obligations under the relevant Contract. IH shall not gain any rights over the Marks by virtue of such use, but IH may use them both during and after the production and supply of the Deliverables to promote and advertise its own work.

(xxiv) It shall be the Advertiser's responsibility to ensure that all domain names used in connection with the Deliverables are wherever practicable properly registered and do not infringe any third party rights and that any trademarks of the Advertiser or any third party used in the Deliverables, including such trademarks as are supplied by IH as part of the Brief, are used in a way that neither undermines the Advertiser's rights in the Marks nor infringes any third party rights.

(xxv) Unless a rejection fee is agreed in advance, the Advertiser shall have no right to terminate the relevant Contract, allege breach of contract or seek any cancellation, reduction or repayment of the Job Cost on the grounds of style or composition.

(xxvi) Once the Contract is concluded as provided on these Terms, any subsequent cancellation by the Advertiser shall result in the Advertiser being liable for the full Job Cost as if the cancellation had not taken place, excluding such committed third party expenses as IH is able to avoid liability for within its existing contractual commitments to suppliers.

(xxvii) Where Deliverables are supplied to the Advertiser on computer disks or other electronic storage method, IH remains the owner of the storage media and reserves the right to require their immediate return. If any artwork is supplied to the Advertiser in digital form, the Advertiser may not amend it or otherwise use it for purposes outside those contemplated by the relevant Contract without IH's express written permission.

(xxix) The Advertiser grants IH the right free of charge to:

(a) use such of the Advertiser's names, trade marks and logos as IH may consider necessary for the purposes of publishing the Advertisements;

(b) reproduce the Advertisement in any media at any time from the date the Advertisement was last published in the Magazines for promotional purposes. For the avoidance of doubt, the content layout and format of any website, publication or downloaded licensed software application will be subject to variation at IH's sole discretion.

#### 5 Positions

Special positions will only be given if agreed to in writing by IH and at an additional charge. Agreement will be specific to an identified advertiser and to a particular issue unless otherwise agreed to in writing.

#### 6 Late copy or late supply of Inserts

If following acceptance of an order the buyer's copy and/or proofs and/or inserts are not received by the specified copy date and at the specified address IH reserves the right to

run with a previous advertisement if such material is available. In any event IH retains the right to be paid in full as if the order had been completed.

#### 7 Responses.

IH gives no guarantee or any undertaking whatsoever as to the level of response to an advertisement of any kind.

#### 8 Cancellations

8.1 IH reserves the right without prior notice to the buyer: -

- (1) to refuse or cancel any advertisement without giving a reason thereof.
- (2) to make corrections or alterations it considers necessary or desirable in the advertisement and
- (3) alter, cancel or postpone publication

In such cases IH will return any monies paid by the buyer in respect of an advertisement that does not run. The buyer will only be required to pay at the rate agreed and thus benefit from any series discount negotiated.

(2) IH reserves the right to cancel, refuse or suspend the order if where the buyer is not the principle the buyer fails to identify the advertiser and the goods or services that are the subject of the advertisement. In such circumstances neither the buyer, nor the advertiser shall have any claim against IH in respect of the cancellation, refusal or suspension. If IH is unable to replace the advertisement the buyer shall be responsible for any loss incurred by IH.

(3) IH will only accept a cancellation by the buyer if the buyer in writing requests the cancellation. Additionally such cancellation must be received three months before the copy due dated in respect of an annual or monthly publication and six weeks prior to a weekly or daily publication. Where the buyer cancels an order they will forgo any series discount that may have been applied. Should IH be required to give greater notice to any third party then that notice period will prevail.

#### (9) Errors

(1) The buyer shall notify IH in writing of any error in a published advertisement as soon as practicable and prior to the copy date of the same advertisement or at least within fourteen days of publication.

(2) Without prejudice to sections 2 and 3 above IH acknowledges its responsibility for errors in published advertisements where such errors are not attributable to any act or omission on the part of the buyer. IH's liability for any errors shall be limited to the refund of charges for the relevant advertisement.

#### (10) Rates and Payments.

(10.1) Unless IH agrees in writing the price for the advertisement shall be that as set out in the order confirmation as provided by IH, all other rates muted shall be for guidance purposes only. Prior to order confirmation IH may amend rates at any time without notice.

(10.2) Claims for credit must be made in writing within 21 days of the date of the invoice. The claim must state clearly why a credit is being claimed.

(10.3) If Credit Facilities have been granted, payment is due within 30 days of the invoice date unless otherwise agreed in writing. If any item(s) remain unpaid by that due date charges will apply, in accordance with s5A and/or s6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. Where the interest is less than £20.00 there shall be a minimum charge of £20.00. In addition, all other invoices will

become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Buyer. In this connection IH may at their discretion use the services of a debt collection agency any costs payable to the agency will be added to sums outstanding. Where the Buyer has provided goods and services to IH and such goods and services have been properly invoiced and payment for them is due the cost of those goods and services shall be deducted from any sums due to IH provided in all cases that IH agree that the costs are in order to be paid for by IH. Equally IH shall deduct any such sums properly due to the Buyer from any monies due to IH and this contra shall be taken as proper payment in part or fully for the goods and services provided by the Buyer. This contra facility shall be considered as part of the normal terms of trading in that both the buyer and IH have an absolute right to recover monies due to either party from debts due to either party.

(10.4) Where exceptional costs arise from any acts or defaults on the part of the buyer IH reserves the right to pass on such additional costs to the buyer.

(11) IH Liability

IH shall not be responsible for any consequential loss arising from any act or omission on the part of IH or any other circumstance. Any other claim against IH shall be restricted to the lesser of the actual costs incurred by the buyer or the cost of the advertisement. For these purposes where there is a series of advertisements the cost of an advertisement shall be limited to the pro rata cost of one advertisement. This clause does not negate the rights of the buyer to a refund as set out in "Cancellations" above.

(12). Staff

If during a period of 12 months following the termination of employment with IH staff are employed by the buyer or of any subsidiary, associated company or other associated trading enterprise of the buyer a fee shall be payable to IH. The fee shall be the sum of all remuneration and benefits paid by IH to the employee during the 3 months prior to the termination of employment. If the member of staff was a director of IH at any time during the 12 months prior to termination of employment the fee shall be the sum of all remuneration and benefits paid by IH to the employee during the 6 months prior to termination of employment. If more than one employee is involved the fee payable shall be proportionately increased.

(13) At all times the these conditions and any other conditions expressed or implied shall deemed to be in accordance with English Law and within the jurisdiction of the English Courts. If for whatever reason the courts should find any part or parts of these conditions unenforceable the remaining conditions shall be enforceable. Should any situation arise that needs to be put before a court IH are entitled to put the matter before any competent court of their choosing.

