

## STANDARD CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS

1. DEFINITIONS  
In these terms and conditions:  
"Advertisement" means the advertisement (including any loose or bound in set) to appear in the Publication in accordance with this Agreement;  
"Advertiser" means the person placing the order for space for the Advertisement with the Publisher (including where relevant an advertising agency);  
"Agreement" means these Terms and the Rate Card;  
"Cancellation Charge" means the relevant charge set out in the Rate Card payable by the Advertiser to the Publisher for the cancellation of an Advertisement in accordance with clause 8;  
"Cancellation Deadline" means the relevant date set out in the Rate Card, such date to be the final date on which the Advertisement can be cancelled without incurring the Cancellation Charge in accordance with this Agreement;  
"Cancellation Notice" shall have the meaning given in clause 8.1; "Copy Deadline" means the relevant date and time set out in the Rate Card, such date to be the final date for the Advertisement to be submitted by the Advertiser to the Publisher in accordance with this Agreement;  
"Fee" means the fee to be paid by the Advertiser to the Publisher;  
"Intellectual Property Rights" means copyright, patents, trade marks, trade secrets, registered designs, database rights, know how, rights in domain names, moral rights, the right to sue for passing off and all other legal and beneficial intellectual and industrial property and similar rights of all types under the laws of any governmental authority in any jurisdiction no matter what such rights may be known as in any particular country in the world and including all renewals, applications and registrations relating to any of the foregoing;  
"Modification Request" shall have the meaning given in clause 8.3;  
"Price List" means any relevant price list for advertisements as may be provided by the Publisher to the Advertiser from time to time;  
"Publication" means the publication in which the Advertiser and the Publisher agree that the Advertisement (or Advertisements) will appear;  
"Publisher" means Metropolis Business Media, a trading name of Metropolis International Group Ltd, 6th floor, Davis House, 2 Robert Street, Croydon, CR0 1QQ, UK;  
"Rate Card" means the Publisher's rate card made available by the Publisher from time to time which shall contain details in respect of advertising in the Publication which may include but not be limited to the Price List and technical specifications for advertisements;  
"Terms" shall mean these terms and conditions.
2. INTERPRETATION AND APPLICATION  
2.1 The headings in these Terms do not affect its interpretation.  
2.2 Unless the context otherwise requires:  
2.2.1 references to clauses are to clauses of these Terms;  
2.2.2 references to the Publisher and the Advertiser include their permitted successors and assigns;  
2.2.3 references to statutory provisions include those statutory provisions as amended or re enacted; and  
2.2.4 where appropriate, words denoting the singular include the plural, words denoting any gender include every gender, words denoting persons include bodies corporate and unincorporate and references to the whole include the part and, in each case, vice versa.
- 2.3 In the case of any conflict or ambiguity between any provision of these Terms and any provision contained in the Rate Card, the provision of these Terms shall take precedence.
3. FORMATION OF CONTRACT  
The Advertiser offers to book space for an Advertisement (or series of Advertisements) in the Publication by providing a written or verbal request to the Publisher. The Publisher may at its absolute discretion accept or refuse the Advertiser's offer. A binding contract between the Publisher and the Advertiser will be formed only when the Publisher communicates to the Advertiser its acceptance of the Advertiser's offer (either verbally or in writing, including by fax or email).
4. ACCEPTANCE OF ADVERTISEMENTS  
4.1.1 reserve a space for the Advertisement in the Publication; and  
4.1.2 publish the Advertisement in the Publication, provided the Advertisement has been submitted by the Advertiser in accordance with the terms of this Agreement.  
4.2 The Advertiser shall submit the Advertisement for approval and publication:  
4.2.1 on or before the relevant Copy Deadline; and  
4.2.2 fully in accordance with the requirements set out on the Rate Card.  
4.3 The Publisher shall have the right to refuse or require modification to any Advertisement at its absolute discretion, including without limitation where:  
4.3.1 the Advertisement is deemed by the Publisher in its sole discretion to breach or be reasonably likely to breach clause 5.2;  
4.3.2 the Advertiser is in breach of Clause 5.3; and/or  
4.3.3 the Advertisement is submitted after the Copy Deadline.  
4.4 If the Publisher refuses to accept an Advertisement because of a breach by the Advertiser of any of the terms of this Agreement, the Publisher reserves the right to charge the Fee or the Cancellation Charge as applicable.
5. WARRANTIES AND UNDERTAKINGS  
5.1 The Advertiser warrants and represents that it has the capacity to enter this Agreement. Where the Advertiser is an advertising agency, the Advertiser warrants and represents that it is (and for the duration of this Agreement shall remain) authorised by its client to place the Advertisement with the Publisher and to enter binding arrangements on behalf of its client under and in connection with this Agreement.  
5.2 The Advertiser warrants, represents and undertakes that the Advertisement and its appearance in the Publication shall not:  
5.2.1 in any way infringe and/or be contrary to any law or regulation, including but not limited to the Financial Services Act 1986 and the Consumer Protection from Unfair Trading Regulations 2008;  
5.2.2 in any way infringe and/or be contrary to any code of practice and/or the guidelines of any applicable regulatory or self regulatory body including but not limited to the British Code of Advertising, Sales Promotion and Direct Marketing and/or any other code governed by the Advertising Standards Authority;  
5.2.3 infringe the Intellectual Property Rights or any other proprietary rights of any third party;  
5.2.4 be factually incorrect, false or misleading in any way;  
5.2.5 be obscene, offensive, derogatory, unjustly critical or defamatory to any third party;  
5.2.6 either implicitly or explicitly discredit or denigrate any third party;  
5.2.7 contain any reference to the Publisher or the Publication or any other material (including any product, brand or logo) which is deemed by the Publisher in its absolute discretion to imply that the Publisher or the Publication is sponsoring, endorsing or in any way connected with the Advertiser or the Advertisement; or  
5.2.8 be similar in any way to the editorial style of the Publication.  
5.3 Where the Advertiser is an advertising agency, the Advertiser undertakes that:  
5.3.1 it is registered with the Advertising Association and shall upon the request of the Publisher promptly provide written evidence of such membership; and  
5.3.2 it shall disclose the identity of the client on whose behalf the Advertisement has been placed, promptly upon the request of the Publisher.
6. LICENCE AND MATERIALS  
6.1 By submitting any Advertisement, the Advertiser grants to the Publisher a non exclusive, irrevocable, royalty free, worldwide, perpetual, sub licensable, transferable licence for the full period of copyright to use, electronically reproduce, and distribute the submitted Advertisement in connection with the Publication in any and all media, including without limitation in print, on websites and on mobile phones.  
6.2 In the event that the Advertiser supplies hard copy material for use in the Advertisement, such material shall remain at the Advertiser's risk and shall be collected by the Advertiser at the Advertiser's sole expense promptly after use by the Publisher. The Advertiser shall be entitled to dispose of any such material which has not been collected by the Advertiser three months after the placement of the relevant Advertisement.  
6.3 In the event that the Advertisement is a loose or bound in set the Advertiser shall deliver all copies of such loose or bound in set at the agreed time and place.
7. PAYMENT  
7.1 The Advertiser shall pay the Fee to the Publisher. The Fee shall be the relevant amount(s) set out on the Price List unless otherwise agreed by the Publisher and confirmed in writing.  
7.2 The Publisher shall be entitled in its sole discretion to send an invoice for the Fee to the Advertiser either (i) prior to; or (ii) following; the Publisher's acceptance of the Advertisement. The Advertiser shall pay the full amount of the invoice within 30 days of the date of the invoice, or within such shorter period as may otherwise be agreed in writing between the parties.  
7.3 The Fee (and/or any Cancellation Charge payable under clause 8 below) are stated as being exclusive of VAT which shall be payable, if applicable, by the Advertiser in addition.  
7.4 Without prejudice to any other right or remedy that it may have, if the Advertiser fails to pay the Publisher the Fee on the due date, the Publisher may in its sole discretion:  
7.4.1 charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of The Bank of England base rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and/or  
7.4.2 suspend or refuse the inclusion of any further Advertisements from the Advertiser in the Publication and/or any of the Publisher's other publications until payment has been made in full.  
7.5 The Publisher may, without prejudice to any other rights it may have, set off any liability of the Advertiser against any liability of the Publisher to the Advertiser.
- 7.6 The Publisher shall have the right to vary the information set out in the Rate Card (including but not limited to the Price List) from time to time.
8. CANCELLATION AND MODIFICATION  
8.1 If the Advertiser wishes at any time to cancel the publication of its Advertisement, it shall provide written notice (a "Cancellation Notice") to the Publisher as soon as reasonably practicable and in any event before the Copy Deadline as prescribed in the Rate Card.  
8.2 In the event that a Cancellation Notice is received by the Publisher after the applicable Cancellation Deadline, the Advertiser shall pay the Cancellation Charge within 30 days of the date of the Publisher's invoice for such Cancellation Charge.  
8.3 If the Advertiser wishes to modify its Advertisement it shall send a written request (a "Modification Request") to the Publisher on or before the Copy Deadline as prescribed in the Rate Card, stating the reason for the proposed modification, which the Publisher shall be entitled to accept, reject or condition at its reasonable discretion. Such conditions may include (but not be limited to):  
8.3.1 the payment of an additional fee if the modification will result in additional requirements in connection with the Advertisement; or  
8.3.2 the payment of the Cancellation Charge if the modification will result in reduced requirements for the Advertisement and/or if the relevant Modification Request was received by the Publisher after the relevant Cancellation Deadline.  
8.4 In the event of any cancellation or modification by the Advertiser, the Publisher shall have no obligation to refund to the Advertiser any Fee (or any part of it) that has been paid in respect of the cancelled or modified Advertisement.  
8.5 Irrespective of any applicable Cancellation Charge payable, if any Cancellation Notice or Modification Request is received by the Publisher after the Copy Deadline then the Advertiser acknowledges and agrees that the Publisher may not be able to prevent publication of the Advertisement and that (without prejudice to clause 9) the Publisher shall not be liable for failing to prevent such publication.  
8.6 In the event that:  
8.6.1 the Advertiser provides a Cancellation Notice; and/or  
8.6.2 the Advertiser's modification pursuant to clause 8.3 results in a reduction of space;  
then the Publisher may re allocate or resell the space which had been allocated to the Advertiser for the Advertisement.  
8.7 In the event that the Advertiser books space for a series of Advertisements, the Cancellation Deadline applicable for the full series of Advertisements shall be the Cancellation Deadline for the first Advertisement in such series. For the avoidance of doubt, in the event that the Advertiser wishes to cancel the publication of the series of Advertisements after the Cancellation Deadline applicable to the first Advertisement, the Advertiser shall be required to pay the Cancellation Charge for each and every remaining Advertisement in the series in accordance with clause 8.2 above, unless otherwise agreed in writing by the Publisher.  
8.8 The Advertiser hereby acknowledges that the Cancellation Charge represents a reasonable pre estimate of the likely losses and costs that would be incurred by the Publisher as a result of the Advertiser's cancellation or modification after the Cancellation Deadline. For the avoidance of doubt, the Publisher is not required to mitigate its losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where the Publisher is able to reallocate or resell the space.
9. LIMITATION OF LIABILITY AND INDEMNITY  
9.1 This clause 9 sets out the entire liability of the Publisher (including but not limited to any liability for the acts or omissions of its employees, agents and sub contractors) to the Advertiser in respect of:  
9.1.1 any breach of this Agreement;  
9.1.2 any publication of the Advertisement; and  
9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.  
9.2 Neither the Publisher nor any of its respective agents or group companies shall be liable under this Agreement in contract, tort (including negligence and breach of statutory duty) or otherwise for any loss of profits (whether direct or indirect), revenue, use anticipated savings, goodwill, reputation, business opportunity and/or related costs or expenses (including but not limited to any other advertising campaign arrangements) or for any indirect, incidental, special or consequential loss arising under or in connection with this Agreement and/or in connection with any Advertisement (whether or not reasonably foreseeable and even if it had been advised of the possibility of occurrence of the same).
- 9.3 The Publisher's total liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising under or in connection with this Agreement and/or any Advertisement shall be limited to the Fee received by the Publisher for the relevant Advertisement from which such liability arises.  
9.4 Nothing in this Agreement purports to exclude or limit the Publisher's liability for death or personal injury as a result of its negligence, fraud or fraudulent misrepresentation or any liability that cannot be excluded by law.  
9.5 The Advertiser shall on demand indemnify and keep indemnified the Publisher against all costs, claims, demands, proceedings and losses whatsoever made against or incurred by the Publisher, its group companies, its (or their) employees, agents or contractors arising directly or indirectly from the Advertiser's failure to perform or delay in the performance of any of its obligations under this Agreement and/or from the Advertiser's fraud or negligence.
10. TERMINATION  
10.1 Either party may terminate this Agreement immediately upon written notice if the other:  
10.1.1 commits a material breach of any of this Agreement and (if such breach is remediable) fails to remedy that breach within 30 days of written notice of such breach; or  
10.1.2 enters into and/or itself applies for, and/or call meetings of members and/or creditors with a view to one or more of a moratorium, administration, liquidation (of any kind, including provisional), or composition and/or arrangement (whether under deed or otherwise) with creditors and/or has any of its property subjected to one or more of appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgment (in each case to include similar events under the laws of other countries).  
10.2 In the event of any termination or expiry of this Agreement, the Advertiser shall pay any outstanding Fee within fourteen (14) days after such termination or expiry.
11. FORCE MAJEURE  
Neither party shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of its obligations under this Agreement if the delay or failure was beyond that party's reasonable control (including but not limited to fire, flood, explosion, epidemic, riot, civil commotion, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, industrial action, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). For the avoidance of doubt, any failure by a third party to perform any of either party's obligations under this Agreement shall not constitute an event beyond that party's reasonable control unless such third party failure is itself due to an event beyond that third party's reasonable control for the purposes of this clause. A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other party of the nature and extent of the circumstances in question as soon as practicable and shall take all reasonable steps necessary to bring the event of force majeure to a close or to find a solution by which its obligations under this Agreement may be performed despite the event of force majeure. Either party may terminate the Agreement immediately upon written notice if the other has been unable to perform its obligations under this Agreement for 30 days or longer.
12. GENERAL  
12.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.  
12.2 No waiver by the Publisher of any provisions of this Agreement or any of its rights under this Agreement shall have effect unless agreed in writing by the Publisher. The Publisher's rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Advertiser.  
12.3 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.  
12.4 The Advertiser shall not, without the prior written consent of the Publisher, assign, transfer, charge, sub contract or deal in any other manner with all or any of its rights or obligations under this Agreement.  
12.5 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.  
12.6 This Agreement is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.  
12.7 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this clause 12.7 does not affect a right or remedy of a third party which exists or is available apart from that Act.  
12.8 Unless otherwise notified by the Publisher to the Advertiser in writing, notices given under this Agreement to the Publisher shall be in writing sent for the attention of the Publication at Metropolis Business Media, A trading name of Metropolis International Group Ltd. Notices given under this Agreement to the Advertiser shall be in writing, sent to such address, fax number or person as the Advertiser provides in its order or may notify the Publisher from time to time. Notices shall be delivered personally, sent by fax or sent by pre paid, first class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this clause 12.8 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.  
12.9 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.