

## Advertising Terms and Conditions

### 1. Definitions

In these terms and conditions: the "**Publisher**" means Opus Business Media Limited; the "**Advertiser**" means the person, firm or company who is the advertiser or an advertising agency or other representative acting on behalf of the advertiser. An "**Order**" means an order for the publication of an Advertisement in the Publication; an "**Advertisement**" means the copy or artwork, comprising the subject matter of an Order; and the "**Publication**" means the publication named on the Order.

### 2. Orders

2.1 Each Order which is agreed between the parties will form a separate agreement (the "**Agreement**") on and subject to these terms and conditions (and to the exclusion of any other terms and conditions subject to which any such order is purported to be made by the Advertiser). Orders placed by telephone shall be treated in all respects as written Orders. Any additional terms and conditions agreed between the parties as part of any Order shall take precedence over these terms and conditions to the extent of any conflict.

2.2 The Advertiser agrees to purchase advertising space for the number of Advertisements, duration, frequency and at the rate as indicated in the relevant Order. The Publisher agrees to use all reasonable endeavours to comply with the Advertiser's clear instructions, however, the Advertiser shall be solely responsible for requesting and checking copy for errors.

### 3. Copy and photographs

3.1 The Publisher may refuse or may edit any Advertisement so as to comply with legal or moral obligations placed on either party; to avoid infringing third party rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority or any relevant legislation; to respond to any complaints; or to correct typographical errors or technical inaccuracies that may appear from time to time. Copy may be amended as requested by the Advertiser provided that amended copy is received by any copy deadline specified by the Publisher.

3.2 In the event that any Advertisement contains excessive wording for the advertising space permitted by the Publisher, the Publisher may delete, truncate or abbreviate excessive wording in any Advertisement at its discretion. Where Advertisements with excessive wording are published, this shall not be accepted as a precedent.

### 4. Advertiser's obligations and warranties

4.1 The Advertiser agrees that any questions and complaints regarding any Advertisement are the exclusive responsibility of the Advertiser. The Publisher may receive copy by email transmission or fax from time to time. However the Advertiser using such facilities shall do so at its own risk and the Publisher shall not be liable for non-receipt or corruption of any text, font, image or material.

4.2 The Advertiser warrants that:

4.2.1 All copy and any other information and materials provided by the Advertiser is complete and accurate, legal, non-defamatory, decent, honest and truthful and complies with the British Code of Advertising Practice, all other relevant codes under the general supervision of the Advertising Standards Authority and all current relevant legislation;

4.2.2 The Advertiser contracts with the Publisher as a principal (notwithstanding that the Advertiser may be acting as an advertising agency or in some other representative capacity, in which case, the Advertiser warrants that it is authorised to place the Advertisement with the Publisher);

4.2.3 The reproduction and/or publication of the Advertisement by the Publisher as originally submitted or as amended pursuant to clause 3 will not breach any contract or infringe any copyright or other third party intellectual property rights or render the Publisher liable to any proceedings whatsoever;

4.2.4 In respect of any Advertisement submitted for publication which contains any copy by which any living person is or can be identified, the Advertiser has obtained the necessary authority of such living person for the Publisher to make use of such copy under this Agreement.

4.2.5 If the Advertiser fails to supply the Publisher with instructions for the Advertisement by the date stipulated by the Publisher, the Publisher reserves the right to repeat the most recent advertisement of the Advertiser.

### 5. Payment

5.1 The Advertiser agrees to pay to the Publisher the charges due in respect of an Order at the prevailing rate on or before the due date specified by the Publisher from time to time. If the Advertiser fails to make any payment by the due date then all monies owing by the Advertiser to the Publisher shall immediately become due and payable. The Advertiser shall not be entitled to set off payment for any Order for any reason. The advertising rates applicable to an Order are exclusive of VAT and payment of VAT at the current applicable rate must accompany all payments. Payment terms may vary if made by Direct Debit.

5.2 Payment must be sent to the address on the Order, which is sent by post at the Advertiser's sole risk. The Publisher reserves the right to decide the amount of any credit extended to the Advertiser in its sole discretion and the Publisher shall be entitled to withdraw credit facilities from the Advertiser at any time.

5.3 When a sum owing has not been received in full by the Publisher 30 days from the due date a surcharge of 5% above base rate may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and related secondary legislation as amended or re-enacted from time to time; and the Publisher shall be entitled to suspend any Advertisements placed by or on behalf of the Advertiser until such time as payment has been received in full.

5.4 In the event that the Advertiser takes the benefit of an agreed discount and the Advertiser fails to purchase the agreed minimum number of Advertisements over the duration of the Agreement, the Publisher shall be entitled to recalculate the discount and any relevant charges payable by the Advertiser, based upon the Publisher's recalculation, shall fall due forthwith.

5.5 If goods are sold and delivered and/or services are provided by Opus Business Media Ltd to the Buyer in instalments each delivery or provision of service shall constitute a separate contract, and failure by Opus Business Media Ltd to perform or to deliver any one or more of the instalments or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated. Each invoice for work performed or goods delivered shall be payable by the Buyer in full without reference to and notwithstanding any defect or default in the work performed or the goods delivered in any other instalment for which a separate invoice has been issued. Further the Buyer shall have no right of set-off against any monies due to Opus Business Media Ltd under this or any other contract.

### 6. Advertising rates

The Publisher shall have the right to change its scale of advertising rates at any time. If the Publisher changes such rates during the term of any Agreement, the advertising rate in force at the date of the Order shall continue to apply to such Order for a period of six months following notification by the Publisher of any such change, after which the amended advertising rates shall apply.

### 7. Intellectual Property Rights

7.1 All intellectual property rights in any copy, artwork, photographs and other materials which the Publisher or its employees, contractors, agents or associated companies have created or altered shall vest in the Publisher. To the extent that any intellectual property rights are not automatically vested in the Publisher, the Advertiser assigns to the Publisher all such rights in any copy, artwork, photographs and other materials comprised in any Advertisement including without limitation, copyright in photographs previously submitted to the Publisher and submitted in future, whether or not such photographs are in existence at the date of the Order.

7.2 The Publisher is hereby permitted to reproduce, publish and distribute (or to permit the same) all Advertisements (including without limitation all copy, artwork, photographs and other materials) and to include them in any publication (including without limitation the Publication), electronic or otherwise. No part of any advertisement or any Publication may be used in any other publication without the prior written consent of the Publisher.

### 8. Cancellation and termination

8.1 The Advertiser may cancel an Order by written notice to the Publisher provided that such notice is received by the Publisher on or before 12 weeks prior to the published deadline or any cancellation deadline set out in the Order or stated by the Publisher at the time the Order is placed. The Publisher cannot accept the cancellation of any Order purported to be made after the cancellation deadline, which Order shall be charged at the agreed rate.

8.2 The Publisher shall be entitled to terminate this Agreement forthwith on the giving of notice by telephone, fax, email or letter to the Advertiser and further reserves the right in its sole discretion to refuse to publish any Advertisement where:

8.2.1 the Publisher has reasonable grounds for believing that the Advertiser is in breach of the Agreement and such breach (if capable of remedy) continues for fourteen (14) days after receipt of a notice from the Publisher specifying the breach and requiring the same to be remedied;

8.2.2 the Advertiser ceases, or threatens to cease, to carry on its business;

8.2.3 the Advertiser (being a company) is unable to pay its debts within the meaning of s.123, Insolvency Act 1986 or convenes a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I, Insolvency Act 1986 or a proposal for any other composition, scheme or arrangement with (or assignment for the benefit of) its creditors or a receiver, administrator, administrative receiver, trustee or other similar officer is appointed over any of its property or assets or a meeting is convened for the purpose of considering a resolution or other steps are taken for winding up the Advertiser (whether by the presentation of a winding up petition or otherwise or for the making of an administration order (other than for the purposes of solvent amalgamation or reconstruction));

8.2.4 the Advertiser (being an individual) is unable to pay his/her debts within the meaning of s.268, Insolvency Act 1986, is declared bankrupt, has a petition presented against him/her or makes an arrangement or compromise for the benefit of his/her creditors whether pursuant to Part VIII Insolvency Act 1986 or otherwise; or

8.2.5 the Advertiser (being a partnership) is unable to pay its debts or a petition is presented for its winding up under the provisions of the Insolvent Partnerships Order 1994 whether or not involving individual insolvency proceedings against the Advertiser's partners and presented by creditors or by the partners themselves or such petition is presented against it in conjunction with bankruptcy or individual insolvency or petitions against any partner or if the Advertiser enters into any composition, scheme or arrangement or voluntary arrangement including its business and assets or the share of any partner or in the event of any action for a partnership account and/or winding up or dissolution of the Advertiser under the Partnership Act 1890.

### 9. Liability and indemnity

9.1 The Publisher has the right at its discretion to decline to publish (in whole or in part), or to omit, suspend, change the date of publication, position, size, quality or colouring of or reclassify any Advertisement otherwise accepted for insertion in the Publication. The Publisher's liability for errors is not accepted beyond the first insertion of the Advertisement, although the Publisher may re-insert the Advertisement or relevant part of the Advertisement (as the case may be) or refund the charges as it sees fit. No re-insertion, or refund will be made where in the Publisher's sole opinion the error, misprint or omission does not materially detract from the Advertisement.

9.2 Subject to clause 9.4 below, the Publisher shall not be liable to the Advertiser:

9.2.1 for any loss or damage suffered by the Advertiser arising out of or in connection with any total or partial failure to publish or distribute the Publication in which any Advertisement is scheduled to appear;

9.2.2 for any loss of copy, artwork, photographs or other materials, which the Advertiser warrants that it has retained in sufficient quality and quantity for whatever purpose; or

9.2.3 in contract, tort (including without limitation negligence), statutory duty or otherwise arising out of or in connection with these terms and conditions for: (a) consequential, indirect or special loss or damage; or (b) any loss of goodwill or reputation; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings) in each case whether advised of the possibility of such loss or damage and howsoever incurred.

9.3 Subject to clause 9.4 below, the total liability of the Publisher in contract, tort (including without limitation negligence), statutory duty or otherwise arising out of or in connection with the Agreement, in respect of each event or series of connected events shall not exceed twice the price paid for the relevant Advertisement.

9.4 Nothing in the Agreement is intended to exclude or restrict any liability the parties may have for death or personal injury or for fraud.

9.5 The Advertiser agrees to indemnify and keep the Publisher fully indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising out of or in connection with any breach of the Agreement by the Advertiser, any third party complaints made or claims brought against the Publisher in respect of any Advertisement or Vehicle and for any claim that the use by the Publisher of any copy, artwork, photograph or other materials provided by the Advertiser infringes any third party intellectual property rights.

### 10. General

10.1 No variation of these terms and conditions shall be binding unless agreed in writing and signed by a director or the Publisher.

10.2 No waiver or indulgence by the Publisher shall be effective save in relation to the matter in respect of which it was specifically given.

10.3 Neither party shall be liable to the other for any loss or damage which may be incurred to the extent that it results from any events beyond the defaulting party's reasonable control.

10.4 If one or more of these terms and conditions are found by any competent authority to be invalid, unlawful or otherwise unenforceable then such terms and conditions shall be severed from the remaining conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

10.8 Nothing in the Agreement shall confer any rights or benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 to any person who is not a party to it.

10.9 The Agreement, which incorporates these terms and conditions, shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.