

ROUND & ABOUT PUBLICATIONS LTD ADVERTISING TERMS AND CONDITIONS

These Terms govern the agreement between the Buyer and Round & About Publications Ltd. By placing an order for an Advertisement you agree to be bound by these Conditions and the Rate Card.

1. IN THESE TERMS:

- 1.1 "Advertisement" means promotional matter to be printed on the page, the Website or separately inserted in the Magazine.
- 1.2 "Bound-in Insert" means advertising matter printed on paper not forming an integral part of the Magazine or the Website, but bound into the Magazine or placed on the Website for distribution with it or display on the Website.
- 1.3 Bound-in Insert Specifications" means the Publisher's specifications as to size, weight, trim, delivery and other factors concerning Bound-in Inserts.
- 1.4 "the Buyer" means the person placing with the Publisher an order for the insertion of an Advertisement, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein ("the Advertiser") or the Advertiser's advertising agency or media buyer.
- 1.5 "Confirmation of Booking" means the document issued by the Publisher pursuant to Clause 10 below.
- 1.6 "Copy Date" means the latest date (as specified in the Confirmation of Booking) by which advertising copy must be received by the Publisher from the Buyer to enable the Publisher to publish the relevant Advertisement in the issue of the Magazine selected by the Buyer.
- 1.7 "Data Protection Legislation" means any UK or EU law relating to the processing, privacy, and use of Personal Data including: the General Data Protection Regulation, Regulation (EU) 2016/679; the Data Protection Act 2018; any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and all guidance, guidelines, codes of practice and codes of conduct issued by any relevant supervisory authority relating to such Data Protection Legislation (in each case whether or not legally binding);
- 1.8 "Edition" means an edition of any monthly issue of the Magazine which edition is edited for and/or distributed in a geographical area (defined by postcode) which is distinct from other geographical areas (similarly defined) in which other Editions are distributed.
- 1.9 "Issue Date" means the calendar month shown or to be shown on the cover of any particular issue of the Magazine and in respect of which month that issue is published or to be published.
- 1.10 "Magazine" means the hard-copy Round & About magazine;.
- 1.11 "On the page Advertisement" means an Advertisement printed or to be printed on any page forming an integral part of the Magazine or on the Website.
- 1.12 "Publication Date" means the first day of the Issue Date month.
- 1.13 "the Publisher" means Round & About Publications Limited being the publisher of multiple editions of the magazine "Round & About" in or with which the Advertisement is to appear or has appeared.
- 1.14 "the Rate Card" means the Publisher's rate card in effect for the time being and which may include, among other matters, its scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles, and standard terms of business.
- 1.15 "Series" means the publication of an Advertisement in series within any 12 month period.

1.16 "Shared Personal Data" Means the personal data to be shared between the parties pursuant to these Terms.

1.17 "these Terms" means these general terms of business including terms set out in the Rate Card and incorporated herein.

1.18 "Website" www.roundandabout.co.uk.

2. INCORPORATION OF THESE TERMS

- 2.1 By placing an order for an Advertisement the Buyer accepts that it shall be bound by these Terms. Any terms stipulated by the Buyer on any order form or elsewhere shall not apply.
- 2.2 These terms shall apply to each contract for the insertion of an Advertisement together with such additional terms as may be set out in the Rate Card, and in the event of any variation or inconsistency between these terms and the terms set out in the Rate Card, these Terms shall prevail.

3. ADVERTISEMENT CONTENT

The Buyer warrants and represents that:

- 3.1 the reproduction and/or publication of the Advertisement by the Publisher as originally submitted or as amended
and/or approved by the Buyer will not breach any contract or infringe or violate any copyright, trademark or any other personal, proprietary or intellectual property right of any third party or render the Publisher liable to any proceedings whatsoever;
- 3.2 any information supplied by the Buyer in connection with the Advertisement is accurate, complete and true;
- 3.3 in respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be identified the Buyer or the Advertiser has obtained the clear, informed and unambiguous consent of such living person to make use of such name, representation and/or copy;
- 3.4 in relation to any Investment Advertisement, the Advertiser is, or its contents have been approved by, an authorised person within the meaning of the Financial Services Act 1986, or any statutory modification or re-enactment thereof, or the Advertisement is otherwise permitted under such legislation
- 3.5 the Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) for the time being in force and applicable in the United Kingdom;
- 3.6 all advertising copy shall be submitted as scannable material as either Tiff, EPS or PDF format to the exact size and specification of the advertising space purchased in accordance with the Rate Card;
- 3.7 Where the Advertisement is to be published by means of a Bound-in Insert, the Publisher shall dispatch Bound-in Insert Specifications to the Buyer as soon as reasonably practicable and in any event not later than the date of the Confirmation of Booking. The Buyer shall be responsible for strict compliance with the Bound-in Insert Specifications.
- 3.8 all advertising copy submitted to the Publisher is legal, decent honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority; and

3.9 the advertising copy does not contain any strong profanity or inappropriate content or is otherwise not obscene, offensive, inflammatory or defamatory in nature.

4. PUBLISHER'S RIGHT TO REFUSE OR AMEND

- 4.1 The Publisher may, without derogation from the warranties contained in Clause 3 above, refuse or require to be amended any copy and /or artwork for or relating to any Advertisement so as:
 - 4.1.1 to comply with the legal and moral obligations placed on the Publisher or the Buyer or the Advertiser; or
 - 4.1.2 to avoid infringing any third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority or any production and quality specifications stipulated or referred to in the Rate Card; or
 - 4.1.3 satisfy itself that the warranties in Clause 3 above have been complied with.
- 4.2 The Publisher may at its discretion, and without notice or any liability to the Buyer, hold over any Advertisement and publish the same in the next available issue of the Magazine.

5. NO LIABILITY FOR LOSS OF COPY AND WARRANTY AS TO RETENTION OF DUPLICATES BY BUYER

The Publisher shall not be liable, whether in contract, negligence or otherwise for any loss of copy, artwork, photographs or other materials supplied to it by the Buyer. The Buyer warrants and represents that it has retained duplicate copies of sufficient quality and quantity of all copy supplied by it to the Publisher pursuant to this agreement.

6. BUYER AS ADVERTISER'S ADVERTISING AGENCY

- 6.1 Where the Buyer is the Advertiser's advertising agency, the Buyer warrants:
 - 6.1.1 that notwithstanding such status, Buyer contracts with Publisher as principal;
 - 6.1.2 that it is authorised by Advertiser to place the Advertisement with Publisher and Buyer shall indemnify Publisher against any claim made by Advertiser against Publisher arising from the publication thereof; and
 - 6.1.3 it accepts liability on behalf of the Advertiser in relation to these Terms and the Buyer acknowledges and accepts that it is entering into this contract on its own behalf.
- 6.2 For the avoidance of doubt, it is hereby declared that the Publisher does not allow any discount in respect of any booking by any advertising agency except where otherwise agreed in advance and in writing.

7. PUBLISHER'S ADVERTISING RATES

The rates shall be those set out in the Rate Card and confirmed in accordance with the order confirmation. The Publisher shall have the right to change its scale of advertisement rates (as shown in the Rate Card) at any time, provided that no such change shall operate to amend or purport to amend the price at which the Publisher has previously agreed to publish any particular Advertisement for the Buyer.

8. CANCELLATION AND AMENDMENT

- 8.1 The Buyer may cancel any booking for an Advertisement made by the Buyer by delivering written notice of such cancellation to the Publisher in the manner and form prescribed below:

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8.1.1 In the case of an On the Page Advertisement (including, subject to Clause 8.3 below, the entire run of any Series): not later than 14 days prior to the Copy Date relevant to that Advertisement, or first Advertisement in that Series, as the case may be.

8.1.2 In the case of a Bound-in Insert (whether printed or to be printed by the Buyer or the Publisher): not later than 45 days prior to the relevant Copy Date.

8.2 The Publisher may cancel any booking for an Advertisement by the giving of written notice of such cancellation to the Buyer if the Publisher has, in its opinion, failed to secure sufficient volume of advertising for the relevant issue of the Magazine.

8.3 If the Buyer shall cancel any part of any Series the Publisher shall be entitled to cancel such part of any discount (allowed to the Buyer as an inducement or reward for the booking of the Series) as is proportionate to the part so cancelled. In such event the publisher may invoice the Buyer for such

amount at any time after such cancellation, and the Buyer shall settle such invoice within 14 days of the date the date thereof. If such amount shall remain unpaid after the due date, then the Buyer shall additionally pay such sums as are specified at sub-clauses 9.2.1. to 9.2.3 these Terms.

8.4 The Buyer acknowledges that where the Publisher performs creative work in preparing text, graphics, layout or design in relation to any Advertisement for the Buyer the Publisher thereby creates valuable copyright material for which no charge (in addition to insertion charges) is normally made by the Publisher. If the Buyer shall reproduce or authorize the reproduction of any such copyright material for the purposes of advertising in a medium other than the Magazine, then the Buyer shall compensate the Publisher for each publication of such material. Such compensation shall be a sum corresponding to 75% of what would have been the advertising charges of the Publisher had the said material been published (in equivalent or broadly equivalent size and position) in the Magazine.

8.4 The Publisher shall not be bound by a stop order or cancellation or transfer of the Advertisement unless it complies with the requirements specified in the Rate Card, and any such instruction not so complying shall not (even though it be followed by the Publisher) affect the Buyer's liability for payment for the Advertisement. The Publisher may treat as a cancellation the fact that the Buyer is deemed unable to pay its debts within the meaning of the Insolvency Act 1986, Section 123 (or any statutory modification or re-enactment thereof) or is otherwise in breach of any of these Terms.

8.5 If, notwithstanding the booking of an advertisement, the Buyer shall fail to provide the Publisher with relevant copy or other material for inclusion in the proposed Advertisement or shall fail to provide requested information or instruction pursuant to Clause

10.1 below, the Publisher reserves the right simply to publish the Advertiser's name, or an address, and a brief statement of the business carried on by the Advertiser, and or such additional information, copy or artwork as has been supplied by the Buyer for the purposes of the Advertisement in question. In such

circumstances, the Buyer shall remain liable for payment in full of the contract price for the advertising space purchased by the Buyer.

8.6 If the Buyer shall request any amendment (not including a correction of any error by the Publisher) to design work submitted by the Buyer or prepared by the Publisher in accordance with the instructions of the Buyer, then the Publisher reserves the right to charge the Buyer for such work at its then current rate for design work or at the rate of £100 per hour whichever shall be the less. Payment for such work

shall be made within 30 days of the date of invoice therefor.

8.3 Further provisions governing cancellation are set out in the Rate Card

9. PAYMENT

Unless otherwise agreed in writing:

9.1 the Buyer shall make payment in respect of each Advertisement (whether or not such Advertisement is one of a Series) to the Publisher on or before the last working day prior to the Publication Date;

9.2 the Buyer shall, on demand, pay to the Publisher in respect of each Advertisement for which payment is not made by the due date and in respect of any other sum due hereunder and not paid by the due date therefor:

9.2.1 The sum of £75 as an administration charge;

9.2.2 interest on the amount overdue at the rate of 10% above the base rate for the time being of National Westminster Bank Plc accruing from day to day (including the date

on which payment was due) both before and after judgement, and

9.2.3 where recovery agents are instructed to pursue the amount overdue, the sum of £100 by way of contribution to such agents' charges.

10. BUYERS OBLIGATIONS

10.1 The Publisher shall notify the Buyer of the Copy Date for each relevant Advertisement as soon as practicable and in any event shall specify the same in a written confirmation of the Buyer's booking of advertising space ("the Confirmation of Booking"). The Buyer shall submit all necessary copy and artwork for such Advertisement by no later than that Copy Date; if the publisher shall agree to design and compile the Advertisement for the Buyer, the Buyer shall promptly provide all such information and instruction as may be requested by the Publisher to enable the Publisher so to do.

10.2 The Buyer shall check the Advertisement and promptly notify the Publisher of any Defect. It is the responsibility of the Buyer to check the published version of the Advertisement ordered by the Buyer and promptly (and in any event within 7 days of the relevant Issue Date) to notify the Publisher in writing of any error, defect or omission. The Publisher shall have no liability (whether in contract, tort (including negligence) or otherwise) in respect of any repetition of any such defect, error or omission where the buyer has failed so to notify the Publisher on where the buyer has failed so to notify the Publisher.

10.3 If so requested in writing by the Buyer, Publisher shall (subject to 7.2 below) submit to the Buyer a proof of each Advertisement booked by the Buyer provided always that the Buyer shall have submitted all relevant copy and artwork to the Publisher by not later than the first day of the month prior to the relevant Copy Date.

10.4 In the case of a Series, the Publisher's obligation at 10.3 above shall extend to the first Advertisement such Series only

11. VOUCHER COPIES AND TEAR SHEETS

There is no obligation on the Publisher to supply voucher copies or tearsheets, and their absence shall not affect the Buyer's liability for the agreed charge

12. LIABILITY

12.1 The Publisher shall not be liable for any failure or delay in performance of its obligations under the agreement to which these terms of business apply which is caused by circumstances beyond its reasonable control including, without limitation, any labour dispute affecting the Publisher or any supplier

(including distributor) of the Publisher.

12.2 In the event of any error, misprint or omission in the printing of an Advertisement or part of an Advertisement the Publisher's maximum liability (if any) in connection therewith shall be the obligation on the part of the Publisher to re-insert the Advertisement or relevant part thereof as the case may be OR, at its discretion, to make a reasonable refund or adjustment to the cost. No re-insertion, refund or adjustment will be made where the

error, misprint or omission does not materially detract from the Advertisement. No adjustment will be made where the error, misprint or omission does not materially

detract from the Advertisement. In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed the amount of a full refund of the price paid to the Publisher for the particular Advertisement in connection with which liability arises, or the cost of a further corrective Advertisement of a type and standard reasonably comparable to that in connection with which liability arises.

The Publisher shall in no circumstances be liable, whether in contract, negligence or otherwise, for any loss of profits, loss of business or any other consequential loss arising out of the performance (whether improper or otherwise) or failure of performance of the agreement to which these Terms apply.

12.3 Whilst all reasonable endeavours will be made as soon as possible after receipt by the Publisher to forward to the Buyer or as it may direct any replies to box numbers, the Publisher accepts no responsibility in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.

12.4 Nothing in this Clause 12 is intended to, or shall, relieve the Publisher from liability for death or personal injury arising from its own negligence

13. BUYER'S INDEMNITY

The Buyer shall indemnify the Publisher against all claims, costs, proceedings, demands, losses, damages, expenses and liabilities whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance by the Buyer of any of the representations, warranties or other terms contained herein or implied by law.

14. WAIVER: LIMITATION ON SCOPE

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

15. **DATA PROTECTION** The parties acknowledge that they are each independent controllers of any Shared Personal Data and shall comply with their respective rights and obligations under the Data Protection Legislation.

16. **THIRD PARTY RIGHTS** Except as expressly provided for in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

17. **VARIATION** No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

18. GOVERNING LAW AND JURISDICTION

The agreement to which these Terms of Business apply shall be construed in accordance with and governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts

Rev 5 September 2020