

TERMS AND CONDITIONS FOR ADVERTISERS

1 INTRODUCTION

- 1.1 We Are Sunday Limited (Sunday) have been granted the exclusive right by the Publisher to promote and sell, and to administer the sale of, advertising space in the Publication on behalf of the Publisher.
- 1.2 Any Agreement for advertising space in the Publication will be entered into by Sunday as agent for and on behalf of the Publisher. Fees will be collected by Sunday as agent for the Publisher.
- 1.3 In these conditions:

Advertisement means the display advertisement, loose-leaf advertisement or insert, company or firm listing, vacancy, vacancy with logo, featured recruiter, company profile, advertisement of or invitation to enter into a prize draw or competition banner, pop-up, or side bar advertisement or an advertisement which links through to the Advertiser's own website, or any combination of the same, whether in its basic form or upgraded further to the upgrade options offered by us, as described in the Order;

Advertiser means the person offering the product, services, vacancy or opportunity which is to be promoted by the Advertisement;

Agreement means the agreement between the Publisher and the Buyer for the placing of the Advertisement in the Publication in accordance with the Order Confirmation Proposal on these Terms and agreed during the order process described below;

Buyer (or you, your) means the person placing the Advertisement whose details are set out in the Order whether such person is the Advertiser or an advertising agent, media buyer or other representative acting directly or indirectly for such Advertiser;

Copy Deadline means the date by when the copy for an Advertisement must be finalised, as specified by us in the Order Confirmation Proposal;

Fee means the fee agreed with the Buyer for the publishing of the Advertisement, as set out in the Order;

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in

each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Order means the Buyer's order submitted or otherwise agreed to by the Buyer as set out in the Order Confirmation Proposal and setting out the details of the Publisher, the Buyer, the Advertiser, the Advertisement, the Publication and the Fee;

Order Confirmation Proposal means our order confirmation proposal for the publication of the Advertisement in the Publication;

Publication means the paper magazine or periodical, e-mail newsletter, website or online platform in which the Advertisement will be printed, inserted, listed or placed as described in the Order;

Publisher means the owner of the Publication as set out in the Order;

Rate Card means our rate card in effect from time to time; and **We, you, us** means Sunday, acting as agent for and on behalf of the Publisher.

1.4 In these Terms, the following rules apply:

1.3.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.3.2 a reference to a party includes its successors or permitted assigns;

1.3.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted, and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.3.4 any phrase introduced by the terms **including** or **include** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.3.5 a reference to **writing** or **written** includes e-mails.

2 BASIS OF CONTRACT

2.1 The signature by you of an Order Confirmation Proposal for the placing of an Advertisement in the Publication shall constitute your unqualified acceptance of these Terms. Any terms submitted, proposed or stipulated by you in whatever form, whether written or oral, or which are implied by trade, custom, practice or course of dealing are expressly waived and excluded unless otherwise agreed in writing by us.

2.2 No change to the Agreement shall be binding unless agreed in writing by us.

2.3 We may amend the terms of an Agreement for a series booking if required due to changes made by the Publisher to the Publication (including changes to the layout, structure, operation or frequency of the Publication) after the commencement of the Agreement but prior to the expiry of the series booking. Any such amendments shall be notified to you in writing at least 7 days before they take effect.

3 ORDERS

3.1 You may contact us by email, post or telephone indicating the size and nature of the advertisement to be placed.

3.2 We will quote terms for the proposed Advertisement by submission to you of an Order Confirmation Proposal. Any quotation given by us is valid for 30 days from its date of issue unless otherwise specified by us in writing.

3.3 The Agreement will start when we receive a copy of the Order Confirmation Proposal signed by you by fax, post or email or through our online booking system.

3.4 In the event of any conflict or inconsistency between anything in the Order and any provision of these Terms, then the Order shall prevail. If you make any amendment to the Order Confirmation Proposal, this will void our quote.

3.5 The Agreement constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in the Agreement.

4 RATE CARD

4.1 The Rate Card will include our scale of advertisement rates, technical specifications, and setting styles. Any discount agreed from the advertisement rates specified in the Rate Card shall be kept confidential by you and the Advertiser at all times.

4.2 We will have the right to change the scale of advertisement rates in our Rate Card at any time.

4.3 In the event of any conflict or inconsistency between anything in the Rate Card and any provision of these Terms, then the Rate Card shall prevail. In the event of any conflict or inconsistency between anything in the Rate Card and the Order, then the Order shall prevail.

5 ADVERTISEMENT

5.1 We will use reasonable endeavours to place the Advertisement in the Publication in accordance with any specifications set out in the Order and Rate Card.

5.2 You acknowledge that we do not and cannot guarantee the placement, positioning, the timing of delivery or go-live date of any Advertisement, or the number (if any) of any impressions, publications, conversions or clicks on any Advertisement.

5.3 If the Advertisement does not comply with the Agreement or we receive any complaint regarding an Advertisement, we may, at our discretion, remove the Advertisement or withdraw the Publication from circulation without reference or liability to you.

5.4 You are solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates. You agree to act fairly and professionally in respect of any responses or approaches received as a result of the listing of the Advertisement in the Publication and that you will not do anything to harm the reputation of us or the Publisher.

6 ADDITIONAL TERMS APPLICABLE TO ADVERTISEMENTS ON WEBSITES OR IN EMAILS

6.1 Advertisements contained in e-mail newsletters or published on websites (including within a pdf. copy of a paper publication) will be subject additionally to the terms set out in this paragraph 6.

6.2 If the Advertisement is intended to link to another website, you are responsible for maintaining the link and for the content of the linked site. We or the Publisher may remove any Advertisement which contains content or links to a site which, in our opinion, is defamatory or objectionable or will bring us or the Publisher into disrepute.

6.3 Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant website or for the Advertisement to appear effectively in the email. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of the Publication or enables you, the Advertiser or any third party to serve such users with any advertising other than the Advertisement.

6.4 If the Publication is a website:

6.4.1 your placing of the Advertisement and any further interactions you may have with the website will be subject to the terms and

conditions and privacy policy of such website (in addition to the terms of the Agreement); and

6.4.2 the Order will specify the period during which the Advertisement will remain listed on the Website.

7 ADDITIONAL TERMS APPLICABLE TO PRIZE DRAWS OR COMPETITIONS

7.1 Advertisements for prize draws or competitions will be subject additionally to the terms set out in this paragraph 7.

7.2 You acknowledge and agree that:

7.2.1 neither Sunday nor the Publisher will be responsible for the planning, implementation or administration of the prize draw or competition nor shall either of them be responsible for the terms and conditions which are applicable to entrants and potential entrants to the prize draw or competition; and

7.2.2 the Advertiser and/or Publisher will be responsible for the planning, implementation and administration of the prize draw or competition, and for ensuring that all aspects of the prize draw or competition (including the Advertisement and the terms and conditions which are applicable to entrants and potential entrants to the prize draw or competition) comply in all respects with all applicable laws, regulations and advertising codes of practice.

7.3 If the Order specifies that the Advertiser is to provide the prize for competition or prize draw winners, you will (or if you are not the Advertiser, you will procure that the Advertiser will) send the prize to the winner by recorded delivery or courier within 7 days of being notified of the winner's address or as otherwise specified on the Order. The Advertiser is solely responsible for sending the prizes described in the Advertisement to prize draw or competition winners in accordance with the terms and conditions applicable to the prize draw or competition.

8 ADDITIONAL TERMS APPLICABLE TO ADVERTISEMENTS FOR JOB VACANCIES

8.1 Advertisements for job vacancies will be subject additionally to the terms set out in this paragraph 8.

8.2 Once placed in the Publication, Advertisements are your responsibility. In particular, we do not warrant or guarantee responses to the Advertisement from suitable candidates or otherwise, or that the Advertisement will be seen by a certain number of potential candidates or that any potential

candidates for a position advertised will receive alerts regarding the Advertisement.

9 ADDITIONAL TERMS APPLICABLE TO ADVERTISEMENTS COMPRISING A LISTING IN A PROFESSIONAL SERVICES DIRECTORY

9.1 Advertisements for job vacancies or any listing in a directory of professional services firms will be subject additionally to the terms set out in this paragraph 9.

9.2 No refund (partial or otherwise) will be payable by us to an Advertiser (or Buyer) if such Advertiser's listing in a professional services directory is cancelled or withdrawn for any reason prior to the date upon which the listing is due to expire pursuant to the Order for such listing.

10 FEES

10.1 If the Order specifies 'prepay' you will pay the Fee to us by BACS or credit card before the copy deadline specified in the Order. A prepay Order will not proceed until payment is received and cleared.

10.2 For all other Orders, you will pay the Fee to us by BACS or credit card within 14 days' of our invoice or such other period as may be specified by us in the Order Confirmation Proposal.

10.3 Any additional services, upgrades or options which you select after you have confirmed our Order Confirmation Proposal will be charged and invoiced separately and invoices must be paid within 14 days or such other period as may be specified by us at the time the additional service, upgrade or option is ordered.

10.4 Each Advertisement in a series booking will be invoiced separately. If an invoice relating to one Advertisement in a series booking remains unpaid by the due time, we reserve the right to refuse to publish or put forward for publication future Advertisements in the series.

10.5 In the absence of any other specific arrangements between Sunday and the Buyer, payment in respect of the Advertisement (including any associated online charges) is due in advance of any online activity except where Sunday has agreed to allow credit to the Buyer, in which case payment shall be made in full:

10.5.1 if the Buyer is a recognised agency under the Joint Recognition Scheme of the Newspaper Publishers Association Ltd and the Newspaper Society, on the last working day of the month following that in which the Advertisement appeared; or

- 10.5.2 in any other case, on the 30th day following the date on which the Advertisement appeared (or, if such 30th day is not a working day, the working day immediately prior to such 30th day).
- 10.6 The Fee is quoted exclusive of Value Added Tax which you shall pay to us at the applicable rate at the same time as payment of the Fee.
- 10.7 Where an Advertisement is sold on a CPM basis, we will provide you with delivery statistics. The statistics and other reports we provide shall, in the absence of manifest error, be binding on you and are in lieu of any other right of audit.
- 10.8 We may refuse to publish or may withdraw from publication any Advertisement (including an Advertisement from a series booking) otherwise accepted for insertion pursuant to the Agreement where payment of the Fee remains outstanding for any reason.
- 10.9 The Fee is non-refundable save in the limited circumstances set out at paragraph 11 below.
- 10.10 You shall not withhold payment in whole or in part on the ground that you have a claim, counterclaim or set-off against us.
- 10.11 Payment for the Advertisement shall be made whether or not you have:
- 10.11.1 received our invoice; or
- 10.11.2 provided us with an order number at the time the Advertisement was booked.
- 10.12 You agree to pay us in respect of each Advertisement for which payment is not made by the due time:
- 10.12.1 the sum of £25 as an administration charge; and
- 10.12.2 interest on the amount owing at the rate of 4% per annum above the base rate of the Bank of England accruing on a daily basis (including the day on which payment was due) both before and after judgement, until actual payment of the overdue amount, and any such additional charge is payable within 7 days following delivery of our invoice particularising it.
- 11 CANCELLATION REQUESTS**
- 11.1 In respect of an Advertisement which has not yet been but is due to be published:
- 11.1.1 on a website, we will not be required to comply with any request to cancel the publication unless it is received more than 28 days before the agreed commencement date of the online activity or Copy Deadline or where no commencement date is specified within 5 working days of agreeing to place the Advertisement;
- 11.1.2 in (or as an insert for) a printed magazine, or an email newsletter or in other material to be distributed in hard copy or by email or within a pdf. copy of a printed magazine or email newsletter, we will not be required to comply with any request to cancel an Advertisement in such a Publication unless it is received more than 28 days before the Copy Deadline.
- 11.2 You may request the withdrawal of an Advertisement which has not yet been published if the cancellation deadline specified at paragraph 11.1 above has passed but you acknowledge that we are not required to comply with your request. If the withdrawal request relates to an Advertisement on a website (other than within a pdf. copy of a printed magazine or email newsletter), we will remove the Advertisement from the proposed Publication within 5 working days of your withdrawal request. In the event of a withdrawal of an Advertisement (whether online or in a printed Publication), the Fee is still payable in full and no refund will be made.
- 11.3 In respect of an Advertisement which has been published:
- 11.3.1 on a website pursuant to the Agreement, if for any reason you give notice in writing to us to remove the Advertisement from the website, then we will remove the Advertisement within 5 working days unless the Advertisement is published on the website within a pdf. copy of a printed magazine or email newsletter in which case paragraph 11.3.2 shall apply. An administration fee of £100 may be charged at our discretion for removing the Advertisement in accordance with this paragraph 11.3.1, in addition to the Fee;
- 11.3.2 in (or as an insert for) a printed magazine, or an email newsletter or in other material to be distributed in hard copy or by email, or on the website within a pdf. copy of a printed magazine or email newsletter, we will not be required to comply with any request to cancel an Advertisement in such a Publication unless the Advertisement forms part of a series booking in which case paragraph 11.4 shall apply.
- 11.4 You can cancel an Order for a series booking in respect of future Advertisements in the series only by giving notice to us in writing at least 28 days before the Copy Deadline for the next issue provided that the Fee payable for the Advertisements in the series prior to cancellation will be increased by the amount

of discount awarded to you on the basis of the original number of Advertisements in the series booking. The cancellation request will be complied with only in relation to as yet unpublished publications in the series.

11.5 Once the deadline for cancellation has passed, cancellations or withdrawals will not be refunded.

11.6 Any other matter of complaint, claim or query (whether in relation to the Advertisement or the invoice) must be raised with us in writing 7 days following (as the case may be) insertion of the Advertisement or of the date on which it is claimed the Advertisement should have appeared or of your receipt of the invoice giving rise to it.

12 WARRANTY AND INDEMNITY

12.1 You warrant to and undertake with us that:

12.1.1 you contract with us as a principal notwithstanding that you may be acting directly or indirectly for a third party as an advertising agent or media buyer or in some other representative capacity;

12.1.2 our reproduction, publication and/or listing online of the Advertisement in the Publication will not breach any contract or infringe or violate any intellectual property rights or any other personal or proprietary right of any person or render us liable to any proceedings whatsoever;

12.1.3 any information supplied in connection with the Advertisement is accurate, complete and true;

12.1.4 in respect of any Advertisement which contains the name or pictorial representation (photographic or otherwise) of any person and/or any part of any person and/or any copy by which any person is or can be identified, you have obtained the authority of such person (or such person's authorised representatives) to make use of such name, representation and/or copy;

12.1.5 in relation to any Advertisement for an investment or other financial services, the Advertiser is, or the contents of the Advertisement, have been approved by an authorised person within the meaning of the Financial Services and Markets Act 2000 or the Advertisement is otherwise permitted under such Act;

12.1.6 the Advertisement complies with the requirements of all relevant legislation including the laws applicable in the United

Kingdom from time to time and any jurisdiction in which you are based;

12.1.7 all advertising copy submitted to us is legal, decent, honest and truthful and complies with the British Code of Advertising, Sales Promotion and Direct Marketing and any other codes of practice applicable to the jurisdiction in which you are based;

12.1.8 where you are not the Advertiser but instead are acting directly or indirectly for a third party as an advertising agent or media buyer or in some other representative capacity, that you are authorised by the Advertiser to place the Advertisement;

12.1.9 in the case of online Publications, you shall not, and shall not allow any third party to, fraudulently use the Publication, you shall not and shall not allow any third party to generate fraudulent or otherwise invalid impressions of or fraudulent or otherwise invalid clicks on the Advertisement including using robots or other automated query tools and/or computer generated search requests;

12.1.10 you have all necessary rights to permit and hereby grant us all such rights which are necessary for us to (as applicable) use, host, cache, route, store, copy, modify, distribute, reformat, reproduce, publish, display, transmit and distribute the Advertisement;

12.1.11 you have all necessary rights, licences and clearances to enter into and perform the terms of the Agreement and to publish the Advertisement;

12.1.12 in respect of an Advertisement for a prize draw or competition, all aspects of the prize draw or competition comply in all respects with all applicable laws, regulations and advertising codes of practice; and

12.1.13 any electronic or online copy, materials, images, software, program or code provided by you for the Advertisement is free from viruses, bugs or any other code that without user intent will disrupt, disable, harm or otherwise impede in any manner the operation of, or provide unauthorised access to, a computer system or network or other device without the user's consent, or damage or destroy any data or file without the user's consent.

13 RIGHTS OF SUNDAY

13.1 Without prejudice to its other rights we shall have the right but not the obligation to take any of the actions specified at paragraph 13.2 if:

- 13.1.1 you are in breach of any of the warranties set out in paragraph 12.1 or paragraph 15.2;
- 13.1.2 such action is desirable in order to comply with any legal or moral obligations placed on us, the Publisher, you or the Advertiser;
- 13.1.3 such action is necessary in order to comply with the production and quality specifications described in the Rate Card;
- 13.1.4 you or the Advertiser is unable to pay its debts when they fall due; or
- 13.1.5 you are in breach of any term of the Agreement.
- 13.2 In the event of one or more of the circumstances set out at paragraph 13.1, we may:
- 13.2.1 refuse to put forward an Advertisement to be published in the Publication;
- 13.2.2 require the Advertisement to be amended before it may be published;
- 13.2.3 immediate, temporary or permanent withdrawal of your right to use the Publication;
- 13.2.4 immediate, temporary or permanent removal of the Advertisement;
- 13.2.5 legal action against you including proceedings for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- 13.2.6 disclosure of such information to law enforcement authorities or third party complainants as we reasonably feel is necessary or required;
- 13.2.7 disclosure of your identity to any third party who is claiming that the Advertisement constitutes a violation of their intellectual property rights, right to privacy or other legal rights; or
- 13.2.8 termination of the Agreement.
- 13.3 Although we will use reasonable efforts to comply with your wishes, we will have the right at any time to decline to list, reject, suspend or remove any Advertisement in the event that this is necessary due to the Publisher's withdrawal or alteration of the Publication from time to time or for any other reasonable reason on or after the commencement of the Agreement. In addition, we may reposition or modify the size and/or format of an Advertisement to the extent reasonably required for the performance or the operation of the Publication.
- 13.4 Notwithstanding Sunday's right to terminate set out at paragraph 13.2.8 above, Sunday may terminate this Agreement by providing 28 days' notice to you.
- 14 LIABILITY AND INDEMNITY**
- 14.1 In respect of online Publications, due to the nature of the Internet, no warranty or guarantee is given of uninterrupted or error-free running or that the Publication will be available at all times.
- 14.2 You are responsible for checking and ensuring the correctness of the Advertisement (and of each insertion of the Advertisement if more than one). Sunday and the Publisher therefore assume no responsibility for an error in an Advertisement or for the repetition of an error in an Advertisement ordered for more than one insertion.
- 14.3 We do not warrant the date of the listing of the Advertisement, the wording, or the quality of the logo reproduction in the Advertisement.
- 14.4 Sunday or the Publisher will not be liable for any loss of copy, artwork, photographs or other materials.
- 14.5 We are under no obligation to supply voucher copies or tearsheets.
- 14.6 While all reasonable endeavours will be made to forward to you, or as you may direct, any replies to the Advertisement or any box numbers as soon as possible after they have been received by us, we accept no responsibility in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.
- 14.7 The aggregate and entire liability of Sunday and the Publisher arising out of or under the Agreement whether based in contract, tort, negligence or any other cause of action shall be limited to an amount equal to the Fee paid by the Buyer in respect of the Advertisement to which the liability relates or (in an appropriate instance) to the publishing of the Advertisement for a second time without charge.
- 14.8 Neither Sunday or the Publisher will in any event be liable (whether such liability is based in contract, tort, negligence or any other cause of action) for any loss of profit, production, anticipated savings, goodwill or business opportunities or any type of indirect, economic or consequential loss even if that loss or damage was reasonably foreseeable.
- 14.9 Nothing in these Terms shall exclude or limit our liability or that of the Publisher for fraudulent misrepresentation or death or

personal injury resulting from Sunday's or the Publisher's negligence.

14.10 Without prejudice to any other right or remedy available to us, you shall fully and promptly indemnify Sunday and the Publisher against all damages, proceedings, claims, demands, liabilities, losses, charges, costs and expenses which they may suffer or incur in connection with the Advertisement, any breach by you of the warranties at paragraph 12 or paragraph 15.2, the negligent or wrongful act or omission of the you or your employees, agents or sub-contractors or any claim made by the Advertiser against either or both of them arising from the Agreement or the publication of the Advertisement in the Publication.

15 INTELLECTUAL PROPERTY

15.1 As between you and us, all Intellectual Property Rights and all other rights in the Advertisement that are created by us or on our behalf shall be owned by us. For the avoidance of doubt, you are not permitted to use, host, cache, route, store, copy, modify, distribute, reformat, reproduce, publish, transmit, distribute or display in public the Advertisement in any setting other than within the Publication without our prior written consent.

15.2 If you submit any content to us (including any text, photograph, graphics, video or audio files) (Content), you hereby grant to us a free, perpetual and irrevocable licence to use, host, cache, route, store, copy, modify, distribute, reformat, reproduce, publish, transmit, distribute and display in public the Content, your trade mark and/or trade name in any form for any purpose in connection with the Agreement or the Advertisement in the Publication. You also waive any moral rights in the Content. You warrant that you own the Intellectual Property Rights in the Content or otherwise have the right to grant the licence contained in this paragraph 15.2.

16 CONFIDENTIALITY

16.1 Neither party (Recipient) shall make use of or disclose to any third party any information which in the course of the Agreement it receives from the other party and which the other party identified as confidential or proprietary or the nature of which is clearly confidential or proprietary. This obligation shall continue without limit in point of time save in respect of information which was known to Recipient prior to disclosure, which is in or which comes into the public domain through no fault of Recipient or which is disclosed to Recipient by a third

party who received the information free from any obligation of confidentiality.

17 GENERAL

17.1 Save as set out in the Agreement, all conditions, warranties, representations or obligations whether express or implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

17.2 No failure or delay by us in exercising any right under the Agreement shall operate as a waiver thereof or extend to or affect any other or subsequent event or impair any rights or remedies consequent thereon or in any way modify or diminish our rights under the Agreement.

17.3 You shall not assign or sub-contract or purport to assign or sub-contract the Agreement or any of its obligations under the Agreement without our prior written consent.

17.4 We may assign the whole or part of its rights and obligations under the Agreement to any other member of the group of companies of which we are a member.

17.5 If any term of the Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other term of the Agreement all of which shall remain in full force and effect.

17.6 The Agreement shall be governed by and construed in accordance with English law. In the event of any dispute arising in relation to the Agreement, the English courts will have exclusive jurisdiction over such dispute although we retain the right to bring proceedings against you for breach of the Agreement in your country of residence or other relevant country