

Terms & Conditions: General Advertisements.



1. WHO WE ARE.

1.1 We are Reach plc (company number 82548) or one of its subsidiaries (including its successors, assignees, subcontractors and agents) which asserts copyright in the Product (defined below) (referred to in this agreement as "we" or "us"). Our address is One Canada Square, Canary Wharf, London, E14 5AP. We will provide the relevant VAT number on request.

2. YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

2.1 By placing (verbally or in writing) an advertisement or notice or insert (including any text hyper-link, html code, button, banner, video or other graphic or text file) (the "Advert") for publication in the title or titles, or in or on the websites, which are specified in the order form or invoice (the "Product") the advertiser ("you", which expression shall include your successors, assignees, executors, personal representatives and anyone upon whose behalf you are acting) agree to be bound by the following terms and conditions ("T&Cs").

3. OUR OBLIGATIONS TO YOU.

3.1 We will endeavour to publish your Advert in the Product on the dates(s) specified by you and to meet your requirements, but we do not guarantee the publication or insertion of any Advert. We reserve the right to omit, delay, suspend, withdraw or hold over publication of the whole or any part of an Advert without notice at our absolute discretion and to publish any Adverts so omitted or held over in a subsequent publication of the Product or on a later date(s). We will endeavour to give you notice where reasonably practicable. We reserve the right to determine the position of the Advert unless a special position at a premium has been agreed in writing by us.

3.2 We further reserve the right to reject any Advert at our sole discretion or to alter any Advert without consulting you in order that such Advert might conform to our standards of decency, taste and other relevant matters set out in any relevant code of practice, our self-imposed policies or standards or any other applicable laws or mandatory rules. If we reject and cancel an Advert then we shall notify you and the relevant charges payable by you in respect of such cancelled Advert shall be deemed to be cancelled.

4. YOUR WARRANTIES TO US.

4.1 You warrant, represent and undertake that:

4.1.1 you have full power and authority to enter into a contract for the publication of an Advert on these T&Cs and to perform your obligations under it;

4.1.2 the Advert (and any description of any goods, services or schemes featured in it) is accurate and not misleading, deceptive or fraudulent, and does not include or amount to any aggressive commercial practice or otherwise contravene the provisions of the Consumer Rights Act 2015, the Consumer Protection from Unfair Trading Regulations 2008 as amended by the Consumer Protection (Amendment) Regulations 2014, the Business Protection from Misleading Marketing Regulations 2008 or any other applicable laws protecting consumers;

4.1.3 the Advert complies with all relevant laws, statutes, regulations and codes of practice applicable in the UK, the European Union and any territory targeted by the Advert, including the British Code of Advertising Practice currently in force and the codes, rulings, determinations and requirements of the Advertising Standards Authority;

4.1.4 the Advert does not include, or provide access to, any promotion or advertisement of any activities, services or products of an unlawful or immoral nature, such as hate or abuse, mail fraud or spam, racism or discrimination of any illegal substances, pornographic materials, pyramid schemes, weaponry, and politically sensitive materials;

4.1.5 any Advert offering credit or hire facilities complies with the Consumer Credit Act 1974 and all regulations made under it;

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4.1.6 in respect of any Advert offering financial products and/or investment services or advice, the Advertiser and the advert comply with the provisions of the Financial Services and Markets Act 2000 and all regulations made under it, and will ensure that the advert does not suggest (including by implication) that the products, services or advice being advertised are promoted or endorsed by us;

4.1.7 if the Advert promotes goods for sale or hire, those goods are safe, compliant with applicable law and of satisfactory quality;

4.1.8 the publication of an Advert will not breach any contract or infringe any copyright, trademark, intellectual property right or other personal or proprietary right of any person;

4.1.9 if the Advert contains information from which any living individual could be identified (for example, a person's name or picture), you have obtained that individual's consent or other legal basis to the submission and publication (and re-publication) of the Advert by us, and their acceptance of these T&Cs;

4.1.10 the Advert is not defamatory, does not constitute contempt of court, and is decent, honest and truthful; and

4.1.11 if the Advert is to appear on a website, does not contain or promote any malware, ransomware, viruses or spyware, or cracking or hacking activities.

4.2 Advertisers placing adverts offering goods or services of a business, commercial or trade nature will be deemed "Trade Advertisers", and as such, must include their names in the Advert. Trade Advertisers must make it clear they are selling goods in the course of business either by content, format, size or place of the Advertisement, or by including words such as "trade", "dealer", "agent", "wholesaler" etc., in each Advert they submit for publication.

5. THE RIGHTS YOU GIVE TO US.

5.1 Adverts booked in UK-based Products may also appear in other territories, including in e-editions of the Products which are available globally.

5.2 You hereby grant to us, and warrant, represent and undertake that you are entitled to grant to us, a non-exclusive, worldwide, royalty-free licence to publish the Advert(s) in our publications and/or websites and to maintain and make available an archive of such Advert(s) in perpetuity and to do all other things ancillary for the purpose of performing our obligations and utilising our rights hereunder, including without limitation the right to record, reproduce, amend, translate, adapt, re-format, publish, transmit, store, distribute and use the Adverts in any and all media without restriction, whether now known or developed in future and to sub-license third parties to do the same. Adverts booked in UK editions may also appear in Northern Ireland.

6. YOUR USE OF USER PERSONAL DATA.

6.1 You warrant, represent and undertake that:

6.1.1 any website landing page to which a user is directed by a domain name or hyperlink contained in an Advert contains a prominent link to the website's privacy and cookie policies which shall comply with all relevant data protection laws including but not limited to, General Data Protection Regulation;

6.1.2 any personal data collected pursuant to the Advert shall be collected lawfully and used only for lawful and permitted purposes; and

6.1.3 you will not post cookies or any other tracking technology in an Advert or in any other material submitted to us without our prior consent.

7. OUR USE OF YOUR PERSONAL DATA.

7.1 When you place an Advert with us we will receive some information about you, normally your contact details, your payment method and anything personal to you which you include in the ad itself. We will use that information as set out in our Privacy Notice at <https://www.reachplc.com/privacy-policy>



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7.4 The data controller of your information is either Reach plc or the Reach group company that publishes the Product in which you are advertising. It will usually be obvious when you are placing an ad which company that is. However, you can always direct questions or queries to dataprotection@reachplc.com

8. YOU INDEMNIFY US.

8.1 You hereby indemnify us and shall keep us indemnified on demand and hold harmless from and against all losses, damages, fines, demands, claims, proceedings, awards, costs and/or expenses whatsoever (including consequential loss and loss of profits, legal and judicial expenses) suffered or incurred, directly or indirectly, pursuant to a failure to comply with these T&Cs by you or otherwise in connection with the publication of any Advert placed by you.

9. INTELLECTUAL PROPERTY RIGHTS OWNED BY US.

9.1 The intellectual property rights (including, without limitation, copyright) and all other proprietary rights subsisting in any artwork, copy, files, computer programs and other material which is created, developed, contributed to and/or reworked by or on behalf of us shall vest solely in us in perpetuity and you confirm that you have no right, title or interest in or to such materials. Any materials produced by us for you may not be reproduced by or on behalf of you without our prior written consent.

10. MATERIALS REQUIRED FROM YOU.

10.1 You shall supply us with high quality copies of, or content or creatives required for, all Adverts for publication in such format as may be requested by us and shall conform to publication deadlines, technical requirements and other specifications and limitations notified to you by us from time to time. Failure to do so will mean that, at our discretion, existing content or creatives may be repeated or the Advert omitted if no repeat content or creative is available. In either case, the full cost of the Advert remains payable by you.

10.2 All copy, artwork, film, discs and other property ("your property") delivered to us by or on behalf of you, is held by us at your risk and you are solely responsible for insuring your property against loss or damage from whatever cause. We shall not be liable to you for any loss or damage to your property howsoever caused. You shall ensure that electronic files sent to us shall have been produced using properly licensed software and shall be free from computer viruses. We reserve the right to destroy your property which has been in our custody for at least six months (or, if later, six months from the date of last publication) without notice to you, unless you have given express written, reasonable instructions to the contrary to be implemented at your cost.

11. OUR MEASUREMENT OF THE PERFORMANCE OF ADVERTS.

11.1 If agreed, we may measure the performance of the Advert by reference to the number of impressions and clicks on the Advert in accordance with our Privacy and Cookies Policies and shall make this information available to you in the manner agreed from time to time and you undertake to keep such information confidential at all times.

11.2 For the avoidance of doubt, for the purposes of the agreement between us, our measure of the performance of the Advert is definitive and supersedes any other measurement obtained by you. You will monitor the performance of the Advert during any campaign by reference to the information provided using our measures and will report to us if there is any discrepancy between our measures and any other measure obtained by you within two weeks of being notified of our measure. You waive any right to make any claim based on any discrepancy which is not reported within that timeframe.



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11.3 We will review any discrepancy which is reported within such time frame and will make a reasonable effort to negotiate a reconciliation for a confirmed discrepancy, but we will not credit more than ten (10) per cent of the total number of impressions or clicks. We maintain a system for measuring the performance of the Advert, but we cannot guarantee that our measures will be fool proof and we shall not be liable for any fraud or manipulation by any viewer or third party. We reserve the right to use, including for our own business purposes, the information which we obtain in performing our obligations under these T&Cs, including the performance measures but, unless otherwise agreed with you, we undertake not to disclose information relating to the performance of the Advert in a manner which identifies you or the specific Advert.

12. YOUR RESPONSIBILITY TO CHECK THE ADVERT.

12.1 You are responsible for checking that the first insertion in a series of Adverts is published in accordance with your wishes and complies with these T&Cs. You must notify us immediately of any error, misprint, inaccuracy, omission or breach. We shall have no liability for any error, misprint, inaccuracy, omission or breach by us in any subsequent publication of the Advert unless you had so notified us and we did not take reasonable steps to correct it.

12.2 If any error, misprint, inaccuracy, delay or omission in the publication of the whole or any part of an Advert is caused by us and materially detracts (in our opinion) from the content of the Advert, we may rectify it by either re-inserting the whole or affected part of the Advert or making a reasonable refund or adjustment to the cost, provided we are notified within 7 days of the first publication.

12.3 Unless you are a consumer, we are not obliged to stop or cancel or withdraw any Adverts unless we receive written notice prior to a proposed publication date of such Advert of not less than 7 clear days or, in respect of any special position Adverts or positions or spaces which are chargeable at premium rates, of not less than 28 clear days.

12.4 You expressly agree that our total liability to you for any error, misprint, inaccuracy, delay or omission in respect of an Advert shall be limited to the price paid by you for the publication of the affected Advert (which shall be limited to the price paid for the first publication of an Advert in a series, unless we were notified as above and failed to take such steps to correct it) or to us bearing the cost of publishing a further or corrective Advert (to be elected at our sole discretion) in the Product.

13. CHARGES.

13.1 Advertising space shall be charged at our then prevailing rates, which shall be notified to you at the time of placing the Advert and which shall be the rate for full page, half page or quarter page adverts, as applicable to the Advert. All quoted prices are subject to VAT.

13.2 Where shrinkage occurs, the Advert shall be charged to the nearest full centimetre, save in respect of full-page Adverts where the price for the full-page shall be charged. All Adverts booked by reference to specific dimensions will be subject to a permitted variation in size of 2.5%.

13.3 All Adverts booked by reference to a specified number of impressions as shown on the insertion order issued by us shall be subject to a permitted shortfall in impressions of 5%. If such shortfall in impressions is greater 5%, based on our measures in accordance with these T&Cs, then your sole remedy shall be, at our discretion, to (i) extend the length of the campaign for such Advert(s); (ii) position and place the Advert(s) in such Products at a future date(s); or (iii) to make such other adjustment to the dates, positioning or placement of the Advert(s) as we may agree with you.



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14. IF YOU HAVE A QUERY ABOUT AN INVOICE.

14.1 All pricing or other queries must be notified to us (by contacting the Accounts Department using the contact details shown on the invoice) within 28 days of the date of the invoice or publication of the Advert (whichever is earlier). The existence of any query shall not affect the due date for payment but interest shall not accrue in respect of any amount which is being disputed in good faith.

15. PAYMENT TERMS.

15.1 Payment in full in cleared funds will be required prior to the first publication date of the Advert unless we have agreed to allow you a credit period in which case payment will be due by the payment date specified on the invoice or, if not so specified, within 14 days from the date of the invoice or as otherwise notified by us to you in writing.

15.2 Amounts received by us shall be applied against amounts due for Adverts in order of publication or in such other order as we may decide in our sole discretion. If you fail to pay all amounts due by the due date for payment (or otherwise fail to comply with these T&Cs) then you shall lose your entitlement to any discount which may apply.

15.3 We may charge interest on overdue payments at a rate of 3% per annum above the Barclays Bank plc (or another bank nominated by us from time to time) base rate from time to time from the due date for payment until payment in full and we reserve the right to reclaim any discounts, cashback or commissions (current or retrospective).

15.4 Amounts due hereunder may be apportioned by us amongst our group companies by notice to you in writing. Payment obligations may be discharged by making payment to Reach Publishing Limited as agent. Accounts may be paid by electronic bank transfer or by credit or debit card or by sending a cheque to: Reach Publishing Limited, PO Box 2003, L69 3FR. The remittance advice must accompany all forms of payment. Without prejudice to any other rights or remedies available to us, we shall be entitled (but not obliged) at any time without notice to you to set off any liability of you to us or any of our group companies against any liability of us or any of our group companies to you under these T&Cs or otherwise.

16. OUR RIGHT TO SUSPEND PUBLICATION FOR NON-PAYMENT.

16.1 If any amount due by you to us, under these T&Cs or otherwise, has not been paid by its due date then we shall be entitled to suspend the publication of any Advert placed by you or any subsequent publication in a series of Adverts. If you fail to pay such overdue amounts in full within 5 business days of being notified of such overdue amounts by us or you have become unable to pay your debts as they fall due or you have become insolvent or entered into administration then we shall be entitled to cancel any future publication of an Advert or a series of Adverts and all amounts which you would have become liable to pay for such future publication(s) of such Advert(s) shall become immediately due and payable.

17. WE MAY CHANGE THESE T&CS.

17.1 We reserve the right from time to time to alter these T&Cs by notice. We shall endeavour to give you notice if you are likely to be affected by such changes. No variation of any of these T&Cs by you shall have any effect unless expressly agreed by us in writing. Any terms stipulated by you on order forms, in correspondence or elsewhere, including your standard terms of purchase, which purport to apply to the subject matter of these T&Cs are expressly excluded and shall be void in their entirety. Advertising agencies shall, unless the context expressly requires otherwise, shall be treated as acting as principal.



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18. OTHER IMPORTANT TERMS.

18.1 If a court finds part of this contract illegal, the rest will continue in force. If a provision of these T&Cs is found to be illegal, invalid or unenforceable, then to the extent it is illegal, invalid or unenforceable, that provision will be given no effect and will be treated as though it were not included in these T&Cs and/or severed from them, but the validity or enforceability of the remaining T&Cs will not be affected. Should any exclusion or limitation of our liability be found to be illegal, invalid or unenforceable, our liability in respect of any breach of these T&Cs (other than in respect of fraud, personal injury or death where it cannot be limited by law) shall be limited to the charges applicable to the placing of the Advert in question.

18.2 Even if we delay in enforcing this contract, we can still enforce it later. If Failure to exercise, or a delay in exercising, a right or remedy provided by these T&Cs or by law does not constitute a waiver or abandonment of the right or remedy. A waiver of a breach of these T&Cs does not constitute a waiver of a subsequent or prior breach of this Agreement.

18.3 We may transfer this agreement to someone else. You expressly agree that we may assign, novate or otherwise transfer these T&Cs (or any debt due hereunder) in whole or in part to any group company or third party from time to time and that, if required, you expressly acknowledge that an invoice would constitute effective notice. You agree to do or execute or procure the doing or execution of such further acts, deeds, documents or things as may be reasonably required to give full effect to these T&Cs, including executing a novation agreement on such terms as we may reasonably request in order to transfer these T&Cs to another group company of Reach plc. You may not assign any rights or obligations under these T&Cs.

18.4 Nobody else has any rights under this contract. A person (other than a group company of Reach plc) who is not a party to these T&Cs shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these T&Cs but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

18.5 This is the entire agreement between us. These T&Cs, together with any related insertion order, order form or invoice provided by us, constitute the entire agreement between us and you and supersede all previous understandings and agreements (whether written, oral or implied) between us and you in relation to the placement of the Advert. You acknowledge and agree that, in placing an Advert for publication, you have not relied and shall not rely 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 these T&Cs or any related insertion order, order form or invoice agreed by us.

18.6 Which laws apply to this contract and where you may bring legal proceedings if you are a business (if you are not a business, please see the consumer terms in the separate box below). If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

19. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE ACTING IN THE COURSE OF BUSINESS (IF YOU ARE NOT ACTING IN THE COURSE OF BUSINESS, PLEASE SEE THE CONSUMER TERMS IN THE SEPARATE BOX BELOW).

19.1 Nothing in these T&Cs shall limit or exclude our liability for:

- 19.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 19.1.2 fraud or fraudulent misrepresentation; or
- 19.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

19.2 Subject to the above:

- 19.2.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
 - 19.2.1.1 loss of profit, or
 - 19.2.1.2 any indirect or consequential loss, arising under or in connection with any contract between us;



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19.2.2 we shall not be liable for any losses, expenses or damages, including loss of revenue, profits or goodwill, damage to software, misuse of, or damage to, loss or destruction of data, occasioned to or sustained by you or any third party in connection with these T&Cs, including (without limitation) arising from the non-insertion, error, misprint, inaccuracy or omission in or alteration of any Advert, delays in the printing or publishing any Advert or for the non-publication or non-distribution of any Product in which an Advert is scheduled to appear, whether due to our negligence or otherwise. We shall not be liable for any claim in respect of any non-insertion, error, misprint, inaccuracy, delay or omission of an Advert or any other matter in connection with these T&Cs; and

19.2.3 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £500 and 100% of the total sums paid by you for Adverts under this agreement.

If you are a consumer the following terms apply:

1. CONSUMER CONTRACTS (INFORMATION, CANCELLATION AND ADDITIONAL CHARGES) REGULATIONS 2013.

1.1 Subject to the clause below, if you are a consumer, you have a legal right to cancel your agreement with us at any time during the 14 days after you have first accepted these T&Cs.

1.2 If you agree for the Advert to be published within the 14 day cancellation period set out above, then you have requested us to provide our services during such 14 day cancellation period and accordingly you will lose your statutory right to cancel your agreement with us and refund.

1.3 To cancel your agreement with us, you just need to let us know that you have decided to cancel. You may use a copy of the form which is located at the end of these T&Cs to do so. If you use this method, we will e-mail you to confirm we have received your cancellation.

2. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER.

2.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these T&Cs, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

2.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

2.3 We are not liable for business losses. If you are a consumer we only supply services to you for domestic and private use. If you use the services for any commercial or business purpose our liability to you will be limited as set out below.

2.4 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These T&Cs are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.