

Reach Group

Advertising Terms and Conditions For Business.



INTRODUCTION.

These terms and conditions explain who we are, how we run advertising for you, what to do if you change your mind or there is a problem, and other important information. Please read them carefully.

1. Who we are and how to contact us

- 1.1.** We are Reach Publishing Services Limited (referred to as **we** or **us** in these terms). We are part of the Reach plc group which publishes various print and digital publications, websites and apps (our **Publications**).
- 1.2.** Our address is One Canada Square, Canary Wharf, London E14 5AP. Our company number is 08339522 and our group's VAT number is GB440356767. You can write to us, phone us on 0207 293 3000 or email us at solutions@reachplc.com.
- 1.3.** When we refer to **you** in these terms, we mean the person or entity booking advertising with us.

2. About these terms

- 2.1.** These terms apply to all ads, notices, inserts, advertorials, branded content, native advertising, sponsored content and other non-editorial content (together, **Ads**) that we publish or you ask us to publish in any of our Publications or in any other media, such as social media channels, in which we have the right to place Ads (**Channels**).
- 2.2.** Unless we have signed another agreement with you which excludes or takes precedence over these terms, these terms and the commercial and operational details which we have agreed with you in writing (including in any order form accepted by us in writing or any written confirmation of your order that we provide) are the only terms which apply to Ads in any of our Publications or Channels. Any other terms, including any terms linked to, incorporated into or otherwise included in or endorsed on any purchase order, insertion order, email or other document that you submit to us, are expressly excluded and rejected.
- 2.3.** These terms are divided into two sections.
 - 2.3.1.** **Section A** of these terms applies to all Ads.
 - 2.3.2.** **Section B** of these terms applies only to digital Ads.
- 2.4.** These terms are only available in English.

SECTION A – TERMS WHICH APPLY TO ALL ADS.

3. Publishing your Ad

- 3.1. We will endeavour to publish your Ad in the relevant Publication(s) or Channel(s) on the dates(s) agreed with you but we do not guarantee the publication or publication date of any Ad. We reserve the right to delay, suspend or hold over publication of the whole or any part of an Ad without notice at our absolute discretion and to publish that Ad on a later date(s). We will endeavour to give you notice where reasonably practicable.
- 3.2. We reserve the right to determine the position of the Ad (and to format and resize it to fit that position) unless a special position at a premium has been expressly agreed in writing by us.
- 3.3. We may reject, cancel or withdraw any Ad at our sole discretion - for example, if it does not conform to these terms, our **Ad Content Policy**, our editorial policy, any relevant codes of practice or applicable laws, or the terms and policies of any applicable Channel. If we reject and cancel an Ad before it is first published, we will notify you and you will not have to pay for the Ad (and if you have paid in advance for the Ad, we will refund you).
- 3.4. If requested by you, we will provide you with access to an electronic copy of your Ad(s) once they have run but we will not provide voucher copies or press cuttings of any Ad(s).

4. Your responsibility for the content of your Ad

- 4.1. You must ensure that the Ad correctly identifies you (or, if you are an agency, the advertiser) and provides any required contact or other information.
- 4.2. You must also ensure, and you warrant and represent that:
 - 4.2.1. you have full power and authority to enter into a contract for the publication of an Ad on these terms and to perform your obligations under it;
 - 4.2.2. the Ad (and any description of products, services or activities featured in or linked to from it) is accurate and not misleading, deceptive or fraudulent, and does not contravene any applicable laws protecting consumers or businesses from misleading or unfair advertising practices;
 - 4.2.3. the Ad, and any site linked to from the Ad, complies with:
 - 4.2.3.1. all relevant laws, regulations and codes of practice, including the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code);
 - 4.2.3.2. the rulings and requirements of the Advertising Standards Authority; and
 - 4.2.3.3. all industry laws, regulations and codes applicable to the products, services or activities being promoted
 - 4.2.4. the Ad, and any site linked to from the Ad, does not feature or promote racism or discrimination, illegal substances, pornographic materials, weaponry, politically sensitive materials or anything that is unlawful or immoral;
 - 4.2.5. if the Ad, or any site linked to from the Ad, promotes products, those products are safe, can lawfully be provided in any territory in which the Ad expressly or by implication offers them for sale or hire, and are compliant with all applicable laws and of satisfactory quality;

- 4.2.6. the Ad, and any site linked to from the Ad, is not defamatory, does not constitute contempt of court, and will not breach any contract or infringe any intellectual property or other rights of any person, including any privacy rights or duty of confidence owed to any person;
- 4.2.7. the Ad, and any site linked to from the Ad, is not prejudicial to the image or reputation of any of our Publications; and
- 4.2.8. the Ad complies with our **Ad Content Policy**.

5. What we need to run Ads for you

- 5.1. You must provide the materials we need to run your Ads, including copy, creative, artwork, pictures, photos, videos and logos (**Customer Materials**), in the format we reasonably specify.
- 5.2. You will conform to publication deadlines, technical requirements and other specifications that we reasonably specify from time to time. Failure to do so will mean that, at our discretion, existing content or creatives may be repeated or the Ad(s) will be delayed or cancelled. In either case, the full cost of the Ad(s) will be payable by you.
- 5.3. Any Customer Materials you provide to us (including physical objects and electronic files) are held by us at your risk. We will not be liable to you for any loss or damage to your Customer Materials and have no obligation to retain or return any Customer Materials after your Ads are published.
- 5.4. You will ensure that electronic files sent to us have been produced using properly licensed software and are free from watermarks, DRM and malware or other harmful code.

6. The rights you give us in the materials you provide

- 6.1. You grant to us, and warrant, represent and undertake that you are entitled to grant to us, a non-exclusive, worldwide, perpetual, royalty-free licence to use your Customer Materials to:
 - 6.1.1. publish the Ad(s) in the relevant Publication(s) and Channel(s);
 - 6.1.2. maintain and make available an archive of the Ad(s);
 - 6.1.3. market and advertise the services we provide; and
 - 6.1.4. do all things necessary to perform our obligations and exercise our rights under these terms.

This includes the right to record, reproduce, translate, adapt, re-format, publish, transmit, store, distribute and use the Ads for these purposes and to sub-license third parties to do so.

- 6.2. You acknowledge and agree that Ads booked in UK-based Publications may also appear in other territories (including Northern Ireland), including in e-editions of the Publications which are available globally.

This includes the right to record, reproduce, translate, adapt, re-format, publish, transmit, store, distribute and use the Ads for these purposes and to sub-license third parties to do so.

7. Ads we help to produce for you

- 7.1. If we agree to produce any Ad(s) for or with you (including advertorials, native advertising and

branded content), you will:

- 7.1.1.** give us full and clear instructions as to your requirements;
 - 7.1.2.** provide us with any Customer Materials that we reasonably require to develop your Ad(s);
and
 - 7.1.3.** provide any other information we reasonably require to create those Ads, including evidence to support the claims you wish to make.
- 7.2.** Your approval of any draft Ad(s) provided to you will be our authority to proceed with the production or publication of those Ad(s). You will provide your approval or disapproval of any draft Ad(s) we submit:
 - 7.2.1.** within the time period we have agreed with you; or
 - 7.2.2.** in the absence of any other agreement between you and us, within 72 hours of our request for approval (the **Approval Window**).

If you do not approve any Ad(s) we submit to you for approval, you will notify us and explain your reasons for not approving them. If we do not receive any notice of disapproval from you within the Approval Window, we may treat the Ad(s) as approved.

- 7.3.** The intellectual property rights and all other proprietary rights in any copy, creative, artwork, pictures, photos, videos, footage, logos and other materials which are developed, reworked, commissioned or licensed by us for Ads we produce for or with you (Reach Materials) will be owned by us or our licensors. You confirm that you have no right, title or interest in or to any Reach Materials and we are not obliged to provide copies of any Reach Materials to you.

Reach Materials may not be copied, reproduced, licensed or otherwise used by you or on your behalf without our prior written consent. We reserve the right to charge you a fee for any usage you make of the Reach Materials (whether authorised or unauthorised).

You will continue to own the rights in any Customer Materials forming part of the Ad(s) and license us to use those Customer Materials in accordance with paragraph 6 (The rights you give us in the materials you provide).

- 7.4.** You acknowledge and agree that any Ad(s) we produce under your direction or control will need to be labelled by us as advertising to ensure they adhere to applicable laws, regulations and codes of practice.

8. Content we create and you sponsor

- 8.1.** If you sponsor us to create content that is under our sole editorial control, you acknowledge and agree that we may label that content in any way we deem appropriate (for example, as paid-for content) to ensure compliance with applicable laws, regulations and codes of practice.

9. Your rights in the Ad and the rights you give us

- 9.1.** We will charge you, and you will pay, for all Ads at the times and at the rates agreed with you in writing or, in the absence of any agreement, in advance and at our standard rates at the time of booking. You can view our standard rates for our national Publications [here](#). All quoted prices are exclusive of VAT and any other taxes or levies collected by any governmental or self-regulatory authority.

10. If you have a query about an invoice

- 10.1.** All pricing or other queries must be made to us (by contacting customer.service@reachplc.com or calling 0800 029 4243) within 28 days of the date of the invoice or publication of the Ad (whichever is earlier). The existence of any query does not affect the due date for payment but interest will not accrue in respect of any amount which is being disputed in good faith.

11. Payment terms

- 11.1.** Payment in full in cleared funds will be required prior to the first publication date of the Ad(s) unless we have agreed to allow you a credit period. If we have agreed to allow you a credit period, payment will be due by the payment date specified on the invoice or, if no date is specified, within 14 days from the date of the invoice.
- 11.2.** If your financial position becomes a concern for us, we may withdraw any credit allowed and suspend the future publication of any Ad(s) until we have received payment in full for those Ad(s).
- 11.3.** Amounts received by us will be applied against amounts due for Ads in order of publication or in any other order we decide at our sole discretion. If you fail to pay all amounts due by the due date for payment (or otherwise fail to comply with these terms), we may, without prejudice to any other rights or remedies we may have:
- 11.3.1.** withdraw your entitlement to any credit and/or any commissions, discounts or other benefits that apply to your Ad bookings;
 - 11.3.2.** reclaim any commissions, discounts or other benefits (current or retrospective) from you; and/or
 - 11.3.3.** exercise our rights under paragraph 12 (Our right to suspend or cancel publication for non-payment). You may make payment to us:
- 11.4.** You may make payment to us:
- 11.4.1.** by electronic bank transfer, using the bank details on our invoice to you;
 - 11.4.2.** by credit or debit card; or
 - 11.4.3.** by sending a cheque to: Reach Publishing Services Limited, PO Box 2003, L69 3FR.
- To pay by direct debit, debit card or credit card, you can contact us on 0800 029 4243. The remittance advice must accompany all forms of payment.**
- 11.5.** Without prejudice to any other rights or remedies available to us, we may at any time, without notice to you, 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 terms or otherwise.

12. Our right to suspend or cancel publication for non-payment

- 12.1.** If any amount due by you to us, under these terms or otherwise, has not been paid by its due date, we may suspend the publication of any Ad placed by you or any subsequent publication in a series of Ads until that amount is paid in full.
- 12.2.** If you fail to pay any overdue amount in full within five business days after its due date, we may cancel any future publication of an Ad or a series of Ads and all amounts which you would have become liable to pay for the Ad(s) will become immediately due and payable. Cancelling the future publication of any Ad(s) will not affect any rights or remedies accrued up to the date of cancellation.

13. Cancelling your Ads

13.1. We are not obliged to stop, cancel or withdraw any Ad(s) unless we receive at least 14 days' written notice prior to the proposed publication date of the Ad(s). Cancellation will only be effective when we confirm receipt of your notice.

14. Warranty and responsibility for Ad claims

14.1. We warrant to you that we will use reasonable skill and care in complying with our obligations under these terms. You warrant to us that you will use reasonable skill and care in complying with your obligations under these terms.

14.2. You will indemnify us and each of our group companies on demand from and against all losses, damages, fines, costs, expenses (including legal costs) and liabilities suffered or incurred in relation to any claim or allegation by a third party arising out of or in connection with:

14.2.1. the content or publication of your Ad(s);

14.2.2. any information, data or other materials supplied or approved by you; or

14.2.3. the nature or use of your products, services or activities.

15. Checking Ads and correcting mistakes

15.1. You are responsible for checking that the Ad or first insertion in a series of Ads is published in accordance with what we have agreed with you. The only exception to this requirement is in relation to content that we create under our sole editorial control, without any input from you, and you sponsor.

15.2. If any error, inaccuracy, misprint or omission in the publication of the whole or any part of an Ad is caused solely by our mistake and materially detracts from the content of your Ad, we may rectify it by re-running the whole or affected part of the Ad or making a reasonable refund or adjustment to the cost, provided we are notified within 7 days of the first publication. This will be your sole remedy for mistakes in publishing Ads.

16. Our liability to you

16.1. Nothing in these terms will limit or exclude our liability for:

16.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

16.1.2. fraud or fraudulent misrepresentation; or

16.1.3. any matter for which it would be unlawful for us to exclude or restrict liability.

16.2. Subject to paragraph 16(a) above, we will not be liable to you under or in connection with these terms or any Ad(s) (whether in contract, tort (including negligence) or otherwise) for any:

16.2.1. loss of profit or revenue;

16.2.2. loss of anticipated savings;

16.2.3. loss of business or business opportunity;

16.2.4. loss of goodwill or reputation;

16.2.5. loss or destruction of data; or

16.2.6. indirect or consequential loss.

16.3. Subject to paragraphs 16(a) and 16(b) above, our total liability to you for all other losses arising under

or in connection with these terms or any Ad(s) (whether in contract, tort (including negligence) or otherwise) will be limited to £500 or 100% of the total sums paid by you for the relevant Ad(s), whichever is the higher.

- 16.4.** If fulfilling our obligations under these terms is prevented or delayed by something you have or have not done (for example, not providing copy or creative or not providing approval for content we have created for you), we will not be liable for our inability to fulfil our obligations as a result or responsible for any costs, charges or losses incurred by you as a result.
- 16.5.** We will not be responsible for any changes to the Ad(s), delays in publication or withdrawal of the Ads required by any relevant authority with responsibility for regulating advertising (for example, the Advertising Standards Authority).

17. We may change these terms

- 17.1.** We reserve the right from time to time to alter these terms by posting an updated version at www.reachsolutions.co.uk. The updated version will apply to all orders for Ads submitted after the date it is posted. We will endeavour to give you notice if you are likely to be substantially affected by any changes.

18. If you are an agency

- 18.1.** If you are an advertising agency, you contract with us as principal and not as your client's agent, unless we expressly agree otherwise. You warrant and represent that you are authorised by your client to place Ad(s) in our Publication(s) and Channel(s) that promote your client's products, services, activities or opinions. Your client will have no rights under these terms.

19. Confidentiality

- 19.1.** In these terms, **Confidential Information** means information that either we or you disclose to the other and is marked confidential or, from its nature, content or the circumstances in which it is disclosed, might reasonably be supposed to be confidential. Our Confidential Information specifically includes all information about our pricing. Confidential Information does not include information that the recipient already knew, is in the public domain or becomes public through no fault of the recipient.
- 19.2.** If either we or you receive any Confidential Information in connection with these terms, the recipient of that Confidential Information must not disclose it to any person except to those of its and its affiliates' employees, representatives, contractors, subcontractors and advisers who need to know it and have a duty to keep it confidential (**Representatives**). The recipient will ensure that its Representatives use the other's Confidential Information only to exercise rights and fulfil obligations under these terms and keep it confidential.
- 19.3.** The recipient may disclose Confidential Information where required to do so by law after giving reasonable notice to the discloser (where lawful and practical to do so).
- 19.4.** The confidentiality obligations in this paragraph will continue for a period of two years after the information was disclosed.

20. Other important terms

- 20.1. We are not liable for matters beyond our control.** We will not have any liability to you for any failure or delay in performing any obligation under these terms to the extent caused by circumstances beyond our reasonable control.
- 20.2. If a court finds part of these terms illegal, the rest will continue in force.** If a provision of these terms (or part of a provision) is found to be illegal, invalid or unenforceable, it will be treated as though it

were not included in these terms and the rest of these terms will not be affected.

- 20.3. If we delay in enforcing a provision of these terms, we can still enforce it later.** Rights under these terms are cumulative and may only be waived in writing and specifically. If we fail to exercise, or delay in exercising, a right or remedy provided by these terms or by law, that does not constitute a waiver of that (or any other) right or remedy.
- 20.4. We may transfer the agreement formed between you and us to someone else.** You expressly agree that we may assign, novate or otherwise transfer these terms (or any debt due under them) in whole or in part to any Reach group company or third party from time to time. You expressly acknowledge that an invoice would constitute effective notice. You may not assign or transfer any rights or obligations under these terms.
- 20.5. Third party rights under these terms.** These terms do not give any rights to any third party unless they expressly state that they do. We may bring a claim in respect of any rights under these terms of any of our group companies and, for this purpose, any loss suffered by that group company will be deemed to be our loss.
- 20.6. This is the entire agreement between you and us.** These terms, together with any written confirmation of your order or invoice that we provide, 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 publication of the relevant Ad(s). You acknowledge and agree that:
- 20.6.1.** you have not relied on, and will have no right or remedy based on, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these terms or any confirmation of your order or invoice provided by us; and
 - 20.6.2.** any and all terms implied by statute, conduct or custom are excluded to the fullest extent permitted by law.
- 20.7. Governing law and jurisdiction.** Any dispute or claim arising out of or in connection with any Ad, these terms or the subject matter or formation of any contract made on the basis of these terms (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the courts of England.
- 20.8. Interpretation.** Wherever the words **include, including, for example, in particular** or similar words are used in these terms, they are to be construed without limitation. A reference in these terms to legislation is a reference to it as amended, extended or re-enacted from time to time, and includes any subordinate legislation made under it.
- 20.9. Notices.** All notices will be in English, in writing and addressed to your primary contact for the Ad(s) being booked (if we are giving notice) or our primary contact for the Ad(s) being booked (if you are giving notice). Notices will be treated as given when sent, provided that if notice is sent outside business hours in the place of receipt, it will be treated as given when business hours resume. Business hours means 9am to 5pm Monday to Friday on a day that is not a public holiday in the place of receipt.

SECTION B – TERMS WHICH APPLY ONLY TO DIGITAL ADS.

21. Standards

- 21.1.** We support industry initiatives to create a better user experience for recipients of digital advertising. All digital Ads that you submit to us must adhere to **The Better Ads Standards**.
- 21.2.** You will ensure that neither the Ad(s), nor the pages delivered by or linked to in them:
- 21.2.1.** contain any malicious code or unwanted software, including malware, adware, ransomware, viruses, spyware, cryptominers or key loggers;
 - 21.2.2.** use or link to any site that uses device fingerprinting techniques, zombie cookies, Flash cookies or other tracking mechanisms which cannot easily be cleared by the end user on their device; or
 - 21.2.3.** cause an adverse effect on the operation of any of our Publications.
- 21.3.** We reserve the right (without liability to you) to remove or block any Ad which, in our reasonable opinion, does not comply with these requirements or could otherwise have an adverse effect on the operation of any of our Publications or on any of their users.

22. Availability and Ad servers

- 22.1.** Where Ads are booked to appear on our digital Publications or Channels, we do not guarantee that users will have continuous, uninterrupted access to those Publications or Channels.
- 22.2.** Where our Ad server is used to serve digital Ad(s), we will use reasonable endeavours to ensure it is available and serving Ads correctly. Your sole and exclusive remedy in respect of any period of unavailability of our Ad server will be, at our discretion, to:
- 22.2.1.** extend the length of the campaign for those Ad(s);
 - 22.2.2.** position and place the Ad(s) in the relevant Publication(s) at a future date(s); or
 - 22.2.3.** make an adjustment to the dates, positioning or placement of the Ad(s) as we may agree with you.
- 22.3.** Where the Ad server used is not our Ad server, we will have no liability to you in respect of the Ad server used. If that Ad server fails or malfunctions, then you may request us to suspend delivery of your Ads for up to 72 hours, without being required to pay for Ad impressions which were to be delivered. If, within that period, we receive notification from you that the Ad server is fixed, we will resume Ad delivery within a reasonable time. If we have not received notification from you to resume Ad delivery by the time that period expires, then you will nonetheless be liable to pay for the Ad impressions booked (or other charges in respect of the Ad(s)).

23. Your use of user personal data

- 23.1.** Neither your Ad(s) nor the code or pages called by or linked to them may collect personal data from users of our Publications or Channels, for example through the use of tracking pixels, cookies or any other data collecting technology, without our express written consent. If we give you consent, you will:
- 23.1.1.** adhere to any conditions we specify, for example integration with our consent management platform and/or adherence to an industry framework such as the IAB

Transparency and Consent Framework;

23.1.2. only use the data collected for the purposes that we agreed to in writing. In particular, you will not use the data to profile users' interests or track or target them when they leave our Publications or Channels unless we have agreed to this in writing; and

23.1.3. not disclose any of the data collected to a third party without our express written consent;

This does not apply to the collection of personal data from your own landing pages external to our Publications and Channels (other than unique URLs linked from your Ad(s)).

23.2. In all cases, you will comply with your obligations under all applicable laws relating to the processing of personal data and the privacy of individuals and will not do anything that causes or could cause us to be in breach of those laws. You are solely responsible for ensuring that your processing of any personal data in connection with your Ad(s) is lawful. We will not be responsible for making any disclosures on your behalf, nor for establishing any legal basis for any processing of personal data by you.

23.3. We reserve the right to remove or block any Ad which, in our reasonable opinion, is being used by you to process personal data in breach of applicable laws or these terms, without liability to you.

24. Ad reporting and measurement

24.1. If agreed with you in writing, we will measure the performance of your Ad(s) by reference to the number of impressions and/or actions (for example, clicks) on the Ad(s), and we will make this information available to you in the form of aggregate statistics in the manner agreed with you from time to time. You must keep this information confidential at all times.

24.2. Unless we have agreed in writing with you to use measurements from another Ad server, our measure of the performance of the Ad(s) as reported by our Ad server is conclusive.

24.3. Where we have agreed that a third party's Ad server will be used to serve your Ad(s), you will provide (or procure that that Ad server provides) all data required by us (for example, numbers of impressions or clicks) to charge you for those Ad(s) on the frequency and in the format reasonably required by us. If you do not provide this data or the data differs from our own measurements by more than 10%, we will invoice you on the basis of our own measurements.

24.4. You must report any discrepancy between our measurements provided to you and any measurements of your own within two weeks of when we provide you with our measurements. You waive any right to make any claim based on any discrepancy which is not reported within that timeframe.

We will review any discrepancy which is reported within this timeframe and will make a reasonable effort to reconcile or negotiate a resolution for a confirmed discrepancy, but we will not credit more than 10% of the total number of impressions or clicks.

24.5. We will adhere to industry fraud prevention standards, including the IAB Gold Standard, but we cannot guarantee that those measures will be fool proof and we will not be liable for any fraud or manipulation arising notwithstanding those measures.

24.6. We will not disclose information relating to the performance of your Ad(s) in a manner which identifies you (or, if you are an agency, the advertiser) or the specific Ad other than to you and to our group companies.

25. Shortfalls and make-goods

25.1. All Ads booked by reference to a specified number of impressions will be subject to a permitted shortfall in impressions of 5%. If a shortfall in impressions is greater than 5%, based on our measurements in accordance with these terms, your sole remedy will be, at our discretion, to:

25.1.1. extend the length of the campaign for those Ad(s);

25.1.2. position and place the Ad(s) in the relevant Publication(s) at a future date(s); or

25.1.3. make an adjustment to the dates, positioning or placement of the Ad(s) as we may agree with you.

25.2. Where Ads are charged on a cost per action basis (for example, on the basis of the number of clicks), the number of actions is not guaranteed and there are no make-goods available if any target number of actions is not achieved.

25.3. If we receive Ad copy or creative later than the deadline we specified to you, we may reduce the target number of impressions or actions for the campaign or extend the length of the campaign accordingly. There will be no reduction in the fee payable.

26. Brand safety

26.1. We will operate industry-standard brand safety standards, including the IAB Gold Standard, and we will adhere to any other specific brand safety requirements that we have agreed with you in writing.

This does not apply to any user-generated content, and you acknowledge that we may not pre-moderate user-generated content. Instead, we will review any user-generated content, within a reasonable time of it being brought to our attention by you, against our acceptable use policies, and we will remove any content which, in our opinion, violates those policies.

Advertising Terms and Conditions For Consumers.



INTRODUCTION.

These terms and conditions explain who we are, how we run advertising for you, what to do if you change your mind or there is a problem, and other important information. Please read them carefully.

1. Who we are and how to contact us

- 1.1.** We are Reach Publishing Services Limited (referred to as **we** or **us** in these terms). We are part of the Reach plc group which publishes various print and digital publications, websites and apps (our **Publications**).
- 1.2.** Our address is One Canada Square, Canary Wharf, London E14 5AP. Our company number is 08339522 and our group's VAT number is GB440356767. You can write to us, phone us on 0207 293 3000 or email us at solutions@reachplc.com.
- 1.3.** When we refer to **you** in these terms, we mean the person or entity booking advertising with us.

2. About these terms

- 2.1.** These terms apply to all ads, notices, inserts, advertorials, branded content, native advertising, sponsored content and other non-editorial content (together, **Ads**) that we publish or you ask us to publish in any of our Publications or in any other media, such as social media channels, in which we have the right to place Ads (**Channels**).
- 2.2.** The only terms that apply to Ads you book with us are these terms and the commercial details about your Ads (including the price) that we agree with you in writing. Any other terms, including any terms linked to or incorporated into any email or other document that you submit to us, are expressly excluded and rejected. This does not affect your statutory rights as a consumer.

3. Who these terms apply to

- 3.1.** These terms apply only to Ads placed by consumers, such as classified ads and announcements. When we talk about "consumers" in these terms, we mean private individuals who are not acting in the course of a business, trade or profession.
- 3.2.** If you are advertising a trade, a business, a charity or professional services, these terms do not apply and your Ad is subject instead to our Reach Business Advertising Terms.

4. Your contract with us

The following information gives you an overview of your contract with us. We are required to provide this information by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

- 4.1.** the main characteristics of our services are the publication of digital or print Ads in one or more of our Publications or Channels, according to what you order;
- 4.2.** the total price of the Ad including the applicable VAT will be provided to you before you are committed

to order it. Paragraph 7 (Payment) explains when you need to pay;

- 4.3. there are no additional delivery or other charges beyond the quoted price of the Ad and applicable VAT; and
- 4.4. this contract takes effect when we confirm that we have accepted your order to publish an Ad and will last until your Ad is no longer publicly accessible. Paragraphs 8 (Your responsibility for your Ad), 9 (Your rights in the Ad and the rights you give us), 12 (If you have a complaint or you want to bring legal proceedings) and 13 (Our liability to you) will stay in force indefinitely.

5. What we need to run Ads for you

The law gives you a number of rights including:

- 5.1. the right to change your mind within 14 days after we accept your order and receive a refund. This is explained in paragraph 11 (Your right to cancel); and
- 5.2. the right to ask us to re-run your Ad if we do not provide our services with reasonable care and skill or receive a refund if re-running the Ad is impossible or we fail to do so within a reasonable time or without significantly inconveniencing you. Please see paragraphs 12 (If you have a complaint or you want to bring legal proceedings) and 13 (Our liability to you) for more details.

6. The rights you give us in the materials you provide

- 6.1. We will try to publish your Ad on the date(s) we agree with you or for a duration that we agree with you. Sometimes we may need to publish your Ad in a later edition or at a later date. We will try to give you advance notice if we do that but it may not always be possible (for example, if we have to make a last minute change to a paper before it goes to print).
- 6.2. Your Ad may appear in international editions and e-editions of the relevant Publication as well as any UK edition.
- 6.3. Unless you have paid for special positioning or prominence, we will decide the position and prominence of your Ad.
- 6.4. We reserve the right to reject, withdraw and/or cancel any Ad at our discretion. For example, we might do this if your Ad is tasteless or offensive, or if it would breach these terms, advertising standards, our [Ad Content Policy](#), our editorial policy, or the terms and policies of any applicable Channel.
- 6.5. If we reject or cancel your Ad before it has been published, we will tell you. You will not have to pay for your Ad and if you have already paid, we will refund you.
- 6.6. If we reject your Ad, we may ask you to make or agree to changes so it meets our requirements. If you do make or agree to these changes, the Ad will run and you will need to pay for it. If you don't make or agree to the changes we need, the Ad will be cancelled.

7. Payment

- 7.1. You must pay for your Ad in advance, at our then-current rates. We will tell you the total price at the time you place the Ad. If we give you a price that is exclusive of VAT, we will tell you how much VAT is payable before you commit to your Ad.
- 7.2. You may make payment to us:

- 7.2.1. by electronic bank transfer, using the bank details on our invoice to you;
- 7.2.2. by credit or debit card; or
- 7.2.3. by sending a cheque to: Reach Publishing Services Limited, PO Box 2003, L69 3FR.

To pay by direct debit, debit card or credit card, you can contact us on 0800 029 4243.

- 7.3. If you do not pay for your Ad (for example, because your credit card is rejected), we will not be obliged to publish it.

8. You indemnify us

- 8.1. You are responsible for the content of your Ad, whether you provide the copy or ask us to create it for you and run it by you for approval. When you place an Ad, you are promising us that:

- 8.1.1. the content of the Ad is true and not misleading;
- 8.1.2. the Ad does not contain anything which is grossly indecent, offensive, hateful, discriminatory, libellous, unlawful or immoral;
- 8.1.3. the Ad does not infringe or misuse someone else's rights, such as their confidentiality, privacy rights or copyright or trade mark; and
- 8.1.4. the Ad otherwise complies with our [Ad Content Policy](#).

- 8.2. If someone threatens or brings a legal claim against us (or another member of the Reach plc group) because of the content of your Ad, or a regulator (such as the Advertising Standards Authority) complains about the content of your Ad, we reserve the right to remove your Ad without a refund and we may also seek compensation from you.

9. Your rights in the Ad and the rights you give us

- 9.1. Any content you provide for your Ads such as copy, pictures or video (Your Content) is yours. We will not have (and do not need) any ownership rights or any exclusivity in Your Content.

But, so that we can publish your Ad and keep a record of it for future reference, you grant us and our other group companies a licence to:

- 9.1.1. modify Your Content as necessary to fit the requirements of the relevant Publication(s), Channel(s) or Ad slots that you have bought (for example, by re-sizing it or changing the format of it); and
- 9.1.2. make and distribute copies of Your Content and communicate it to the public for the purpose of carrying out this contract with you, addressing any disputes, and running our business (for example, keeping accounts and maintaining archives of previous editions of our Publications).

This licence is:

- perpetual – because we need to keep records and archival copies and because Ads on our digital properties may remain accessible for extended periods of time; and
- worldwide – because many of our Publications and Channels are published online or have overseas editions or e-editions which are available worldwide.

This licence does not affect your data protection rights.

9.2. If we create or use any of our own content for your Ad, we will own that content.

10. Your privacy and personal information

10.1. We will process your personal data in accordance with the law. You can learn about what we do with your personal data, why, and how to exercise your rights, in our [privacy notice](#).

11. Your right to cancel

11.1. You have the right to change your mind and cancel an Ad within 14 days after the day we accept your order. If we have already received payment from you, we will refund you the price you paid for the Ad by the method you used for payment.

11.2. You can exercise your right to cancel:

11.2.1. by post or by email using the contact details at the top of these terms; or

11.2.2. by using the “model cancellation form” to do this, although you don’t have to.

11.3. If you cancel by post, your cancellation will be valid as long as you posted it within the 14 day period.

11.4. If you cancel after we have started work on your Ads, we may ask you to pay an amount for work carried out up until the point that you tell us you want to cancel or may deduct that amount from any refund to you.

11.5. If you ask us to publish your Ad before the 14 day period expires, then you acknowledge that you will lose the right to cancel once your Ad has run and will not be able to change your mind even if the 14 day period is still running.

12. If you have a complaint or you want to bring legal proceedings

12.1. If you have a complaint, you should contact us in the first instance using the contact details at the top of these terms, and we will try to resolve it with you.

12.2. If you live in the United Kingdom, you can bring legal proceedings in the part of the United Kingdom where you live. Otherwise, if you want to bring legal proceedings, you must do so in the English courts.

13. Cancelling your Ads

13.1. If we make a mistake in publishing your Ad, and that mistake materially detracts from the Ad (for example, if we misprint the date of a wedding), then as long as you tell us within 7 days, we will either:

13.1.1. re-run the Ad;

13.1.2. publish a correction with similar prominence to the original Ad; or

13.1.3. refund you the cost of the Ad,

as you may choose. These will be your only remedies for mistakes in publishing Ads. Otherwise, we are responsible to you for loss or damage you suffer that is a foreseeable result of our breaking these terms, or our failure 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 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.

13.2. 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.

13.3. If you place or order an Ad for any commercial or business purpose, our liability to you will be limited as set out in the **Reach Business Advertising Terms**.

14. If you have a query about an invoice

14.1. These terms do not give any rights to any third party unless they expressly state that they do.

14.2. We are not responsible to you for matters which are beyond our reasonable ability to control.

14.3. We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if that happens and any transfer will not affect your rights under these terms.

14.4. If a court or other authority decides that any of these terms are unlawful, the rest will continue to apply.

14.5. If we delay in enforcing these terms (for example, by not immediately chasing you for payment), we can still enforce them later.

14.6. We reserve the right from time to time to alter these terms by posting an updated version at www.reachpublishingservices.co.uk. The updated version will only apply to orders for Ads submitted after the date it is posted.

14.7. These terms are governed by English law.