

# Through the Letterbox Ltd

## General Terms of Business for Advertising

**Important: please read these Terms. They govern the agreement between the Buyer (as defined below) and Through the Letterbox Ltd.**

### 1. In these Terms:

- a. "Advertisement" means promotional matter to be printed on the page or separately inserted in the Magazine
- b. "the Buyer" means the person placing with the Publisher an order for the insertion of an Advertisement, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein ("the Advertiser") or the Advertiser's advertising agency or media buyer
- c. "Confirmation of Booking" means the document issued by the Publisher to the Buyer or the verbal agreement between the Publisher and the Buyer at the time of booking
- d. "Copy Date" means the latest date (as specified in the Confirmation of Booking either verbally or in print) by which advertising copy must be received by the Publisher from the Buyer to enable the Publisher to publish the relevant Advertisement in the issue of the Magazine selected by the Buyer.
- e. "Edition" means an edition of any monthly issue of the Magazine which edition is edited for and/or distributed in a geographical area (defined by postcode) which is distinct from other geographical areas (similarly defined) in which other Editions are distributed
- f. "Issue Date" means the calendar month shown or to be shown on the cover of any particular issue of the Magazine and in respect of which month that issue is published or to be published
- g. "Magazine" means the magazine referred to at 1.i below
- h. "Publication Date" means the first day of the Issue Date month
- i. "the Publisher" means Through the Letterbox Limited being the publisher of multiple editions of the magazine "Through the Letterbox" in or with which the Advertisement is to appear or has appeared
- j. "the Rate Card" means the Publisher's rate card in effect for the time being and which may include, among other matters, its scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles, and standard terms of business
- k. "Series" means the publication of an Advertisement in series within any 12 month period
- l. "these Terms" means these general terms of business including terms set out in the Rate Card and incorporated herein

### 2. Incorporation of these Terms

- a. The placing of an order for the insertion of an Advertisement shall amount to an acceptance of these Terms. Any terms stipulated by the Buyer on any order form or elsewhere shall be void insofar as they are inconsistent with these Terms
- b. These terms shall apply to each contract for the insertion of an Advertisement together with such additional terms (if any) as may be set out in the Rate Card, and in the event of any variation or inconsistency between these terms and the terms set out in the Rate Card, the latter shall prevail. A copy of the Rate Card will normally have been delivered to the Buyer prior to the placing of an order for an Advertisement. Copies of the Rate Card are in any event available on request

### 3. Advertisement Content

- The Buyer warrants that:
- a. the reproduction and/or publication of the Advertisement by the Publisher as originally submitted or as amended and/or approved by the Buyer will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever
  - b. any information supplied by the Buyer in connection with the Advertisement is accurate, complete and true
  - c. in respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be identified the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy in relation to any Investment Advertisement, the Advertiser is, or its contents have been approved by, an authorised person within the meaning of the Financial Services Act 1986, or any statutory modification or re-enactment thereof, or the Advertisement is otherwise permitted under such legislation
  - e. the Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) for the time being in force and applicable in the United Kingdom; and
  - f. all advertising copy submitted to the Publisher is legal, decent honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority

### 4. Publisher's Right to Refuse or Amend

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

### 5. No Liability for loss of Copy etc., and Warranty as to retention of Duplicates by Buyer

The Publisher shall not be liable, whether in contract, negligence or otherwise for any loss of copy, artwork, photographs or other materials, duplicates of which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose

### 6. Buyer as Advertiser's Advertising Agency

- a. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants:
  - i. that notwithstanding such status, Buyer contacts with Publisher as principal
  - ii. that it is authorised by Advertiser to place the Advertisement with Publisher and Buyer shall indemnify Publisher against any claim made by Advertiser against Publisher arising from the publication thereof
- b. For the avoidance of doubt, it is hereby declared that the Publisher does not allow any discount in respect of any booking by any advertising agency except where otherwise agreed in advance and in writing

### 7. Publisher's Advertising Rates

The Publisher shall have the right to change its scale of advertisement rates (as shown in the Rate Card) at any time, save that no such change shall operate to amend or purport to amend the price at which the Publisher has previously agreed to publish any particular Advertisement for the Buyer

### 8. Cancellation and Amendment

- a. The Publisher shall not be bound by a stop order or cancellation or transfer of the Advertisement unless it complies with the requirements specified on the Through the Letterbox advert booking form, and any such instruction not so complying shall not (even though it be followed by the Publisher) affect the Buyer's liability for payment for the Advertisement. The Publisher may treat as a cancellation the fact that the Buyer is deemed unable to pay its debts within the meaning of the Insolvency Act 1986, Section 123 (or any statutory modification or re-enactment thereof) or is otherwise in breach of any of these terms
- b. A three month period is required for cancellation of any adverts from a Buyer
- c. If the Publisher receives a request for cancellation from a Buyer before the end of a pre-booked series of advertisements, not withstanding the 3 month period required, then the discount allowed for the series will be revoked and any discount thus allowable (at the discretion of the Publisher) for the number of advertisements actually published will revert to that published on the rate card. The Buyer agrees to pay the balance due in respect of the reduced discount allowable for the advertisements actually published
- d. If, notwithstanding the booking of an advertisement, the Buyer shall fail to provide the Publisher with relevant copy or other material for inclusion in the proposed Advertisement, the Publisher reserves the right simply to insert the Advertiser's name and address and a brief statement of the business carried on by the Advertiser
- e. If the Buyer shall request any amendment (not including a correction of any error by the Publisher) to design work submitted by the Buyer or prepared by the Publisher in accordance with the instructions of the Buyer, then the Publisher reserves the right to charge the Buyer for such work at its then current rate for design work or at the rate of £100 per hour whichever shall be the less. Payment for such work shall be made within 14 days of the date of invoice
- f. A verbal agreement to book advertising is a legally binding and will stand as a contract irrespective of a printed booking form being supplied to the buyer

### 9. Payment

- a. Unless otherwise agreed in writing:
- b. the Buyer shall make payment in respect of each Advertisement (whether or not such Advertisement is one of a Series) to the Publisher on or before the payment terms printed on Through the Letterbox invoices
- c. the Buyer shall, on demand, pay to the Publisher in respect of each Advertisement for which payment is not made by the due date and in respect of any other sum due hereunder and not paid by the due date therefore:
  - i) We reserve the right to charge a late payment fee
  - ii) Interest on the amount overdue at the rate of 10% above the base rate for the time being of The Bank of England accruing from day to day (including the date on which payment was due) both before and after judgement, and
  - iii) where court actions and/or recovery agents are instructed to pursue the amount overdue, all additional fees incurred will be added to the outstanding debt of the Buyer

**10. Copyright** - Copyright is an automatic right in the UK. Unless otherwise specified or agreed in a contract, Through the Letterbox Ltd retains the right to all advertisements created for clients. The specific right is for use within printed editions of Through the Letterbox and on any Through the Letterbox website. Copyright laws protect against additional use without the prior and proper agreement of Through the Letterbox Ltd

### 11. Buyers obligations

- a. **to submit copy by the Copy Date**

The Publisher shall notify the Buyer of the Copy Date for each relevant Advertisement as soon as practicable and in any event shall specify the same in a written confirmation of the Buyer's booking of advertising space ("the Confirmation of Booking"). The Buyer shall submit all necessary copy and artwork for such Advertisement by no later than that Copy Date
- b. **to check Advertisement and Promptly notify any Defect**

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

### 12. Voucher Copies and Tear Sheets

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

### 13. Liability

- a. The Publisher shall not be liable for any failure or delay in performance of its obligations under the agreement to which these terms of business apply which is caused by circumstances beyond its reasonable control including, without limitation, any labour dispute affecting the Publisher or any supplier (including distributor) of the Publisher
- b. In the event of any error, misprint or omission in the printing of an Advertisement or part of an Advertisement the Publisher's maximum liability (if any) in connection therewith shall be the obligation on the part of the Publisher to re-insert the Advertisement or relevant part thereof as the case may be OR, at its discretion, to make a reasonable refund or adjustment to the cost. No re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the Advertisement. In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed the amount of a full refund of the price paid to the Publisher for the particular Advertisement in connection with which liability arises, or the cost of a further corrective Advertisement of a type and standard reasonably comparable to that in connection with which liability arises
- c. The Publisher shall in no circumstances be liable, whether in contract, negligence or otherwise, for any loss of profits, loss of business or any other consequential loss arising out of the performance (whether improper or otherwise) or failure of performance of the agreement to which these Terms of business apply
- d. The Publisher repeats the exclusions at Clauses 5 and 10.b above
- e. Box Numbers - Whilst all reasonable endeavours will be made as soon as possible after receipt by the Publisher to forward to the Buyer or as it may direct any replies to box numbers, the Publisher accepts no responsibility in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies
- f. Nothing in this Clause 13 is intended to, or shall, relieve the Publisher from liability for death or personal injury arising from its own negligence

### 14. Buyer's Indemnity

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

### 15. Waiver: Limitation on Scope

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

### 16. Governing Law and Jurisdiction

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