



## Conditions of acceptance of advertisements for the Newsquest Media Group

### General

1. The following conditions apply to the placing of an order for insertion of advertisements in Newsquest Media Group (“Newsquest”) printed or electronic publications. Each order will form a separate agreement and English law will apply. Any change to these conditions must be agreed by us in writing (which means by exchange of letter, fax or e-mail). An “advertiser” means any person or organisation placing an advertisement on their own account or on behalf of another.

### Contents

2. The advertiser confirms that the advertisement complies with all applicable legislation, regulations and codes of practice, including the codes supervised by the Advertising Standards Authority. We may reject or require changes to any advertisement so as to comply with legal or moral obligations placed on us or the advertiser; to avoid infringing the rights of a third party or any relevant code of practice; or to meet our published production and quality specifications.

3. The advertiser further confirms that: i) the publication of the advertisement will not breach any contract, infringe the copyright, trademark or other right of any third party and is not libellous of any person; ii) all licences and consents from third parties necessary for the publication of the advertisement have been obtained and paid for, including consent from living persons identified in copy or pictures (photographic or otherwise); iii) in respect of an investment advertisement, the contents have been approved by, or the advertiser is, an authorised person within the meaning of the Financial Services Act 1986 as amended or the advertisement is otherwise permitted under that Act.

### Payment

4. All advertisements must be paid for in full at the time of booking unless credit has been agreed. The price shall be the amount fixed by our published rate card on the date of acceptance of the order plus VAT where applicable. For non-credit advertisers, we will cancel publication of an advertisement that has not been paid for on time. For credit advertisers we will cancel future advertisements if their account is not paid on time. For credit advertisers interest will be charged on late payments at the rate of 3% above the Bank of England’s base lending rate from the date payment is due together with the administration costs of collecting an overdue debt.

5. By placing an order with us, an advertising agency confirms that it contracts as principal with full authority from its client in all matters connected with the order and is responsible for all payments due. We will only accept advertisements from advertising agencies if they are recognised by us.

6. We will try to give notice of increases, but we reserve the right to change our advertising rates at any time. This will not affect contracts, including any fixed term agreement for a series of advertisements.

### Box Numbers

7. We will use reasonable efforts to forward replies to box numbers within a reasonable time, but we are not responsible for any failure or delay caused by circumstances beyond our reasonable control, or for any losses relating to an advertiser’s business or any loss that is not reasonably foreseeable by both parties.

### Cancellation

8. We will notify the advertiser of the latest time that orders can be cancelled (the “booking” deadline) and the latest time that advertising copy can be received by us (“the copy deadline”). An advertiser may cancel up until the copy deadline and we will make reasonable efforts to re-sell the space, but the advertiser will be liable for the full price if the space is not sold and we will reclaim any unearned volume-based discount. Private advertisers booking by telephone or online may cancel in accordance with relevant law, but no refund shall be available after the copy deadline unless cancellation is due to our negligence. If the copy is not received by the copy deadline, we will not be liable if the advertisement does not appear, but the advertiser will remain liable to make full payment for the price of the advertisement.

9. We will try to satisfy an advertiser’s request regarding the positioning of an advertisement, but no guarantee of position can be given unless agreed by us and paid for at the rate then current.

### Errors

10. We are not liable for any error, misprint or non-appearance of an advertisement unless caused by our negligence, in which case the advertiser will be entitled to a re-insertion or proportionate refund. The advertiser is solely responsible for checking the advertisement on each insertion and ordering correction where necessary. Except where we have been negligent, we shall not be liable for an error or misprint that, in our reasonable opinion, does not materially detract from the advertisement. We shall not be liable in any case for losses relating to any business or public fund-raising for the advertiser, such as lost customers, revenue or profit.

### Copyright

11. Advertisements are accepted on condition that we have the right to publish them online as well as in any booked titles. The copyright in work or material we contribute to or re-work for an advertisement belongs to us. We will dispose of advertiser’s copy, artwork, photographs or other materials after six months unless collected.

### General

12. We shall not be liable if our publishing activities are restricted or prevented by any law, act or event beyond our reasonable control (including, for example, industrial dispute). In such case, the advertiser shall accept publication when available or otherwise may cancel the order by written notice and pay only for work done and materials used.

13. We will use the advertiser’s details for internal administration. Unless the advertiser tells us not to in writing at any time, we may also share details with other Newsquest companies or with carefully selected third parties, who may send information about goods and services.

14. The advertiser will be liable to pay us for all costs, losses, expenses and damages of any kind suffered or incurred by us as a result of legal claims or actions, actual or threatened, arising from the advertiser’s breach of these conditions or the publication of the advertisement, unless caused by our own negligent act or failure.

15. We may cancel the order at any time if the advertiser breaches these conditions and the breach is not capable of remedy or it continues for seven days after we have given written notice of it, or if we reasonably believe the advertiser is unable to pay debts or the advertiser goes or threatens to go out of business.