

Alad Limited

DIGITAL TERMS & CONDITIONS

Dated 01/12/15.

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DEFINITIONS:

1. Throughout these terms and conditions 'The Company' means Alad Limited and 'Advertiser' means the person or Company or other body to whom this document is addressed who has placed this booking into the Company's publication. 'Booking' means either a written or verbal order for an advertisement or insert to appear in the Company's publication. In this, an Advertising Agent acts as the Principal at Law.

CONDITIONS:

2. These terms and conditions rule over every booking and constitute the contract between the Company and advertiser applicable to all advertisements accepted by the Company.
3. Where a booking has been accepted from an advertiser any other conditions including the advertisers' conditions of purchase are expressly excluded and no variation of these terms and conditions shall have any effect unless previously agreed in writing by the Company.
4. The Company reserves the right to refuse, omit, amend, withdraw or otherwise deal with all advertisements at its absolute discretion without any liability to the advertiser thereby arising.
5. Advertisements are accepted at the Company's discretion and subject to space availability. The Company shall not in any way be held liable by any advertiser for any loss suffered by the advertiser due to non-appearance of an advertisement through lack of space availability or non-acceptance of advertisers' copy.
6. The Company reserves the right to determine where the position of an advertisement shall appear within a publication unless a special position at a premium has been agreed in writing between the advertiser and the Company.
7. The advertiser specifically undertakes that their advertisement; shall conform to the British code of Advertising Practice as stated by the Advertising Standards Authority; does not contravene any English Law or Act of Parliament, shall be original to and/or has been authorised to the advertiser use and shall not be illegal or defamatory or infringe the copyright of or other proprietary right of any third party and that their advertisement shall be legal, decent, honest and truthful.
8. The advertiser shall fully indemnify the Company against any claim whatsoever arising (including legal and other costs and expenses incurred in dealing with any claim) from the publication of the advertisement.
9. The Company shall not be obliged to pass on Reader Enquiry details (where they are included in the publication) to any advertiser and the Company shall not be liable for any loss to any advertiser for not doing so.

CANCELLATIONS:

10. The Company reserves the right to refuse immediate cancellations for bookings unless received in writing with a six week notice of intention to cancel, for which the advertiser will still be charged and the cancellation will take effect after the 6 week notice period.
11. Any notification received within this period will not be guaranteed immediate removal or consideration, but should the company deem the request acceptable and grant removal of the advertisement the 6 week notice period will still be charged.
12. Immediate advertisement removal is not guaranteed and will be removed "at the next reasonably available opportunity" by the company.
13. The advertiser agrees to accept this and, as such, will indemnify Alad Ltd from any charges, legal fees and/or challenges that failure of immediate removal of the advert may cause, however this may occur.
14. Series advertising (booked at a negotiated price) which is cancelled part way through may, at the Company's sole discretion, be charged at the standard rate for each advertisement insertion published and the advertiser shall immediately pay to the Company such additional charges.

Alad Limited

STANDARD TERMS & CONDITIONS

Dated 01/01/07.

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ADVERTISEMENT PRODUCTION:

15. Failure to supply ready copy by the advertiser by copy date will mean the Company may use its discretion to repeat existing copy or the advertisement is omitted if no such copy exists. In either case the full cost of the advertisement remains payable.
16. All advertisements which require production work to be carried out on them by on behalf of the Company shall be liable to extra charges at the rate of 10% of space cost for typesetting and 20% of space cost for layout and all other work.
17. The Company shall not be liable for any mistakes occurring in the preparation of the advertisers' copy.
18. Proofs will only be supplied if requested by the advertiser and if copy is provided at least two weeks prior to copy date.
19. Where a booking is made and the copy does not arrive by copy date the full cost of that booking is payable.
20. Where errors are the fault of the Company or its agent and where copy arrived prior to copy date any claim by the advertiser shall be limited to a maximum of the cost of the specific advertisement involved.
21. The Company shall not be liable for any loss or damage to any copy/artwork/film material or any other property of the advertiser which shall all be held at the advertisers' risk and should be insured by the advertiser against loss or damage from whatever cause.
22. The Company reserves the right to dispose of all advertisers' property which has been in its custody for six months.

ADVERTISING RATES:

23. Advertising rates are subject to change by the Company except where a rate protection guarantee has been agreed with the advertiser. In the event of a rate increase the advertiser has the right to cancel without loss of discounts provided the proper period of notice is given.
24. Series booking discounts will only apply when the series is booked in advance within a 12 month overall period and there is no cancellation by the advertiser.

PAYMENT TERMS:

25. Payment strictly 30 days from date of invoice. Invoices are dated upon publication day and date.
26. Failure to settle any outstanding invoice whatsoever within 30 days will render the advertiser liable, at the Company's discretion, to lose any discount entitlement and to pay interest on the outstanding invoices at 4% per annum above Barclays Bank plc base rate accruing daily. Failure by any advertiser to comply with these terms or any other payment terms agreed in writing with the Company shall entitle the Company to withdraw publication of any advertisement previously accepted.
27. Notwithstanding paragraph 22 above if an advertiser has not yet paid for any advertisement which forms part of a series booking by the copy date for the next insertion the Company shall be entitled to withdraw the next and subsequent advertisements and to charge the advertiser as if cancelled.
28. All prices quoted are subject to variation as a result of government taxes and levies.
29. This contract shall be governed and construed in accordance with English Law and any disputes will be subject to the jurisdiction of the English courts.