

1854 Media Ltd (formerly trading as Apptitude Media Ltd)

TERMS AND CONDITIONS OF ACCEPTANCE OF ADVERTS

1. These conditions shall apply to all advertisements, insets, inserts, sponsored articles or social media posts or features or such other similar copy (herewith referred to as “advertisements”) accepted for inclusion in any media channel published by 1854 Media Limited (hereinafter also referred to as “1854” or “1854 Media”) including hard copy editions of publications, online content, digital editions, Apps, social media or any other media channel. Any other proposed condition shall be void unless incorporated clearly in written instructions and specifically accepted by a duly authorised representative of 1854 Media.
2. All advertisements are accepted subject to 1854’s approval of the copy and to the space being available, and the copy being made available to 1854 within the deadlines agreed at time of placing the advertisement.
3. If it is intended to include in an advertisement a competition or special services or merchandise, other than that normally associated with the advertised product, full details must be submitted at the time of booking and agreed with 1854 Media.
4. 1854 Media reserves the right without notice and at their sole option to omit or suspend an advertisement at any time and in such case the Advertiser shall have no claims whatsoever of any kind against 1854. Should such omission or suspension be due to any act or default of the Advertiser or his servants or agents then the space reserved for the advertisement shall be paid in full notwithstanding that the advertisement has not appeared. Such omission or suspension shall be notified to the Advertiser as soon as reasonably possible.
5. If 1854 Media at their sole option, considers it necessary to modify the space or alter the date of position of insertion or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are in their reasonable opinion unacceptable, unless such changes are due to an emergency or circumstances beyond 1854 Media's control. Every care is taken to avoid mistakes but 1854 Media cannot accept liability from any loss arising from a mistake, the late appearance or non publication of any advertisement and Advertiser expressly agrees that no claim shall be made against 1854 in such an event.
6. The Advertiser warrants that the advertisement is not illegal, defamatory, an infringement of any other party’s rights or an infringement of the British Code of Advertising Practice. Country of origin (other than the United Kingdom) of goods advertised must be shown in advertisements to the extent necessary to comply with applicable legal and/or regulatory requirements.
7. The Advertiser will indemnify 1854 Media fully in respect of any claim made against 1854 Media arising in any way from or in respect of the advertisement. 1854 Media will consult the Advertiser as to the way in which such claims are to be handled but 1854 shall be entitled at its sole option to determine how to settle any claims and shall use reasonable endeavours to mitigate any loss to the Advertiser and the Advertiser fully accepts 1854’s conduct in such settlement.
8. Advertisement rates are subject to revision at any time and orders for advertisements are accepted on condition that the price binds 1854 Media only in respect of the advertisement in the next issue to go to press. In the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order for future advertisements at the revised advertisement rates.

9. If the Advertiser cancels the balance of an agreed programme of advertisements, except in the circumstances set out in clauses 5 or 8 above, it relinquishes any right to a pre-agreed series discount to which it may have been previously entitled and advertisements forming part of such programme (both those published and those not yet published) will be paid for at the appropriate rate set out in the rate card from time to time.

10. Discounted rates negotiated in respect of a series of advertisements apply only if the order is completed within 12 months of the date of the first insertion. Failure to comply will require all advertisements forming part of the series to be charged at the appropriate rates set out in the rate card from time to time. Agents of the Advertiser who are PPA registered agencies shall upon notice in writing from 1854 Media be entitled to a discount of up to 10% on Advertisement rates or such other discount as 1854 Media may advise.

11. Accounts are due for settlement within 14 days of the due date of, including VAT as appropriate. In the event of any account becoming overdue, 1854 Media reserves the right both to suspend advertisements due under order or until such time as the sum owing is paid and to reduce by any amount any commission otherwise allowed to advertising agencies. Interest is chargeable on overdue accounts at the maximum rate permitted by applicable law. 1854 Media shall not be in breach of this Agreement where it suspends advertisements due to non payment by the Advertiser. 1854 Media may also on notice to the Advertiser terminate the Agreement and all monies due under the Agreement shall immediately be paid by the Advertiser as if the Agreement had been fulfilled in its entirety.

12. 1854 Media reserves the right to recover all additional costs incurred that arise as a result of the acts or defaults of the Advertiser or its Agent. Complaints regarding publication of advertisements must be received by 1854 Media in writing within one calendar month of the cover date and thereafter the Advertiser shall not bring any claim against 1854.

13. 1854 must receive from the Advertiser at least 8 weeks' prior written notice to a copy date is required to stop, cancel or suspend an advertisement. After this date the Advertiser will be liable to pay the full rate for the advertisement.

14. If copy instructions are not received by agreed copy date no guarantee can be given that proofs will be supplied nor corrections made and 1854 Media reserves the right to repeat the most appropriate copy. For the avoidance of doubt Clauses 6 and 7 shall still apply in this event.

15. Advertiser's property, artwork, etc are held at the Advertiser's risk. Advertiser's artwork, film positives and/or negatives, photographs and transparencies will be returned on request by 1854 Media via Royal Mail post and at the risk of the relevant owner and should be insured by Advertiser against loss or damage from whatever cause. 1854 Media reserves the right to destroy all artwork which has been in his custody for twelve months from the date of its last appearance.

16. Nothing in these Terms and Conditions shall exclude or limit the liability of 1854 for death or personal injury resulting from the negligence of 1854 or that of 1854's agents or employees. Except as may be implied by law, in the event of any breach of these Terms and Conditions by 1854 the remedies of the Advertiser shall be limited to damages which shall in no circumstances exceed the price paid by the Advertiser for the advertisement for which the claim arose and 1854 shall under no circumstances be liable for any loss of profits, loss of business, anticipated savings, depletion of goodwill and/or similar losses or pure economic loss, special, indirect, incidental, indirect or consequential loss or damage costs, damages, charges or expenses however arising. 1854's liability includes that of any Affiliate and its and their respective agents, employees and sub-contractors. 1854 shall have no liability to the Advertiser under this Agreement if it is prevented from or delayed

in performing its obligations or from carrying on business by acts, events, omissions or accidents beyond its reasonable control, including without limitation default of sub-contractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport or communications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

17. For the purpose of these conditions, Advertiser shall refer to the Advertiser or its Agent whichever is the principal. 'Advertisement' includes loose or other inset where appropriate, and whether online, in print, in digital or app editions, via social media, or any other channel.

18. 1854 may terminate this Agreement with immediate effect by giving written notice if:(a) the Advertiser commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so; or (b) the Advertiser becomes Insolvent within the meaning of section 123 of the Insolvency Act 1986; or(c) there is an event of Force Majeure referred to in Clause 16 above

19. 1854 may at any time set off any liability it owes to the Advertiser against any liability of the Advertiser to 1854, whether any such liability is present or future, liquidated or unliquidated, under this Agreement or not. Any exercise by 1854 of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

20. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.

21. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

22. This Agreement constitutes the entire Agreement between the parties and supersedes all previous Agreements between the parties relating to its subject matter. Each of the parties acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

23. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24. If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

25. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. 1854 shall be entitled to vary this Agreement at any time but this right shall not affect the existing terms and conditions accepted by the Advertiser unless agreed in writing between the

parties.

27. The Advertiser shall not assign any of its rights or obligations under this Agreement or subject any of its rights or obligations under this Agreement to any mortgage, charge, pledge, lien, option or anything equivalent.

28. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

29. This Agreement comprises the Order and the terms and conditions set out herein. In the event of any conflict, these terms and conditions shall prevail over the Order.