

## AGREED TERMS

**Your attention is particularly drawn to the provisions of clause 13 (Limitation of liability).**

### DEFINED TERMS

In this agreement the following meanings apply:

“the Publisher” means Key Publishing Limited

“the Buyer” means the person placing the order for the Advertisement whether they are the owner, employee or unconnected person or corporate body of the Advertiser.

“the Advertiser” means any person or person who acts on behalf of a corporate body who promotes products or services to the general public or a section of the public, whether such person is the Buyer or not.

“the Advertisement” means any kind of promotional material that is printed or to be printed as part of one or more of the magazines or publications published by the Publisher on a page or inserted into a publication or such material that is published by electronic means, occasionally or in as part of or in association with the magazine or any electronic platform associated with the magazine or publication;

“Working Days” means 9.00 – 5.30 pm (GMT) any day Monday to Friday inclusive other than bank holidays in England and Wales.

“Copy Deadline” means the latest date by which the Buyer or Advertiser is obliged to give the Publisher full instructions and copy for carrying out the Buyer or Advertiser’s order.

## 1. About us

- 1.1 **Company details.** Key Publishing Limited (company number 2713662 Key Publishing Limited) is a company registered in England and Wales and our registered office is at Unit 1 – 4 Gwash Way Industrial Estate, Ryhall Road, Stamford, Lincolnshire, PE9 1XP. Our main trading address is Unit 1 – 4 Gwash Way Industrial Estate, Ryhall Road, Stamford, Lincolnshire, PE9 1XP. Our VAT number is 445 5583 29. We operate the website [www.keypublishing.com](http://www.keypublishing.com).
- 1.2 **Contacting us.** To contact us telephone our customer service team at 01780 755131 or e-mail [info@keypublishing.com](mailto:info@keypublishing.com). How to give us formal notice of any matter under the Contract is set out in clause 6.2.
- 1.3 **Professional indemnity insurance.** We maintain professional liability insurance. Our compulsory insurer is Hiscox Insurance Company Limited, 1 Great St. Helens, London, EC3A 6HX, and our policy number is HU P16 1722258 (107).

## 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by the Buyer or Advertiser and supply of Services by the Publisher to the Buyer or Advertiser (**Contract**). They apply to the

exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. The Buyer or Advertiser acknowledges that they have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** The Buyer or Advertiser should print a copy of these Terms or save them to their computer for future reference

### 3. **Placing an order and its acceptance**

3.1 **Placing your order.** Orders for advertising may be placed in one of two ways:

(a) by telephoning the advertising team on +44 1780 755131; or

(b) online by following the onscreen prompts to place an order. Each order is an offer by the Buyer or Advertiser to buy the services specified in the order (Services) subject to these Terms.

3.2 **Correcting online input errors.** The Publisher's order process allows the Buyer or Advertiser to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. The Buyer or Advertiser are responsible for ensuring that the order and any specification submitted by the Buyer or Advertiser is complete and accurate.

3.3 **Correcting orders placed by telephone.** Please call the advertising department on +44 1780 755131 to amend an order and follow this with a written notification of the amendment. The Publisher is not obliged to cease or prevent publication in the event of an error caused by the Buyer or Advertiser. The Publisher will, however, endeavour to correct any error provided the Buyer or Advertiser gives The Publisher 5 working days' notice of the error in writing.

3.4 **Acknowledging receipt of your order.** After the order has been placed, the Buyer or Advertiser will receive an email from the Publisher acknowledging that it has been received, but please note that this does not mean that the order has been accepted. Acceptance of the order will take place as described in clause 3.5.

3.5 **Accepting the order.** The acceptance of the order takes place when the Publisher sends an email to the Buyer or Advertiser to accept it (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between the Buyer or Advertiser and the Publisher will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

3.6 **If an order cannot be accepted.** If the Publisher is unable to supply the Services for any reason, the Publisher will inform the Buyer or Advertiser of this by email and the order will not be processed. If the Services have already been paid for, the Publisher will refund on a pro-rata basis.

### 4. **Cancelling an order and obtaining a refund**

4.1 The Buyer or Advertiser may cancel the Contract and receive a refund, if the Publisher is notified as set out in clause 4.2 within 5 working days of your receipt of the Order Confirmation. The Contract

cannot be cancelled once the Publisher has completed the Services, even if the 5-day period is still running.

- 4.2 To cancel the Contract, the Buyer or Advertiser must inform the Publisher in writing that the Buyer or Advertiser wishes to cancel, and the Publisher will email to confirm receipt of the cancellation.

When emailing the Publisher or writing to the Publisher please include details of the order to help the Publisher to identify it. If the Buyer or Advertiser sends the Publisher a cancellation notice by email or by post, then cancellation is effective from the date the email is sent or the letter posted in the UK.

If the Buyer or Advertiser cancels the Contract, stops an order or transfers the Advertisement the Buyer or Advertiser must give The Publisher at least 20 working days notice before the Copy Deadline otherwise the following cancellation charges will apply:

- (a) cancellation at least 20 days before the Copy Deadline – 0%
- (b) cancellation between 8 and 20 days before the Copy Deadline – 50%
- (c) cancellation less than 7 working days before the Copy Deadline – 100% payable within 30 days of the invoice date.

## 5. Our services

- 5.1 **Advertisement Material.** The Publisher will publish all advertisement material provided to The Publisher by the Buyer or Advertiser. The Publisher shall not be responsible to the Buyer or Advertiser for:

- (i) any error in the Advertisement in the form it is received from the Buyer or Advertiser;
- (ii) the wording or quality of reproduction of the Advertisement;
- (iii) the actual positioning of the Advertisement in the publication;
- (iv) the repetition of any error in an Advertisement ordered for more than one insertion or publication;
- (v) the distribution of the publication in a specific geographical area;
- (vi) the failure, corruption or mal-function of any system of electronic publication by means of electronic storage or retrieval equipment or by publication via the Internet on any web site;
- (vii) any loss whatsoever caused by any delay or failure by the Publisher to issue the publication on the due date, or The Publisher's decision to suspend the publication or cease the publication altogether;
- (viii) any loss caused by delay by The Publisher to publish the advertisement due to non-payment of an invoice by the Buyer or Advertiser.
- (ix) the payment of any damaged or other compensation for breach of contract because of Key Publishing Limited's failure to perform any of its obligations under this contract if such failure

is caused by; anything beyond The Publisher's reasonable control (for example force majeure);

- (x) any other matter or complaint, claim or query (whether in relation to the advertisement or the invoice) unless raised with The Publisher in writing within 5 working days following the insertion of the advertisement or at the date on which it is claimed the advertisement was intended to appear, or the receipt by the Buyer or Advertiser of the invoice giving rise to it.

5.2 **Compliance with specification.** Subject to the right to amend the specification (see clause 5.3) the Publisher will supply the Services to the Buyer or Advertiser in accordance with the specification for the Services appearing on the website or provided to the Buyer or Advertiser by email at the date of the order in all material respects. Specification must adhere to the following conditions:

- (i) in the case of any advertisement submitted for publication by the Buyer or Advertiser which contains the name or pictorial representation whether photographic or not, of any living person or any part of the anatomy of any living person and any material by which any living person may be identified, then the Buyer or Advertiser must obtain the authority of that living person to make use of his name, identity, representation and/or copy;
- (ii) in the case of any advertisement seeking financial investment or offering incentives for financial investment that the Advertiser is an authorised person within the meaning of the Financial Services Act 1986 or the contents of the advertisement is otherwise permitted under that Act;
- (iii) ensure that the advertisement complies with all the requirements of relevant statutory legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community for the time being in force or applicable to the United Kingdom;
- (iv) ensure that 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.

5.3 **Changes to specification.** The Publisher reserves the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services. The Publisher reserves the right to require the Buyer or Advertiser to amend the material to comply with the required specifications.

5.4 **Reasonable care and skill.** The Publisher warrants to the Buyer or Advertiser that the Services will be provided using reasonable care and skill.

5.5 **Time for performance.** The Publisher will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give the Buyer or Advertiser the right to terminate the Contract.

## 6. Your obligations

6.1 It is the Buyer or Advertiser's responsibility to ensure that:

- (a) the terms of the order are complete and accurate;

- (b) the Buyer or Advertiser co-operates with in all matters relating to the Services;
- (c) the Buyer or Advertiser provides the Publisher with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (d) the Buyer or Advertiser obtains and maintains all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start
- (e) the Buyer or Advertiser complies with all applicable laws, including data protection laws for the time being in force in the United Kingdom.

6.2 If the Publisher's ability to perform the Services is prevented or delayed by any failure by the Buyer or Advertiser to fulfil any obligation listed in clause 16.1 (Your Default).

- (a) The Publisher will be entitled to suspend performance of the Services until the Buyer or Advertiser remedies Your Default, and to rely on Your Default to relieve the Publisher from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle the Publisher to terminate the contract under clause 14 (Termination);
- (b) The Publisher will not be responsible for any costs or losses the Buyer or Advertiser sustains or incurs arising directly or indirectly from the Publisher's failure or delay to perform the Services; and
- (c) it will be the Buyer or Advertiser's responsibility to reimburse the Publisher on written demand for any costs or losses the Publisher sustains or incurs arising directly or indirectly from Your Default.

6.3 The Buyer or Advertiser contracts with the Publisher as principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser or in any other representative capacity.

6.4 In the case of the Buyer or Advertiser changing name, trading style, identity or any other details the Buyer will give written notice to the Publisher within 5 Working Days with those new details.

6.5 All artwork and copy shall be delivered to the Publisher by the Copy Deadline.

## 7. Charges

7.1 In consideration of us providing the Services the Buyer or Advertiser must pay the Publisher's charges (**Charges**) in accordance with this clause 7.

7.2 The Charges are the prices quoted on [www.keypublishing.com](http://www.keypublishing.com) at the time the order is submitted or provided to the Buyer or Advertiser by a member of the customer service team at the time that the order is placed.

7.3 If the Buyer or Advertiser wishes to change the scope of the Services after the order has been accepted, and the Publisher agrees to such change, the Publisher will modify the Charges accordingly.

7.4 The Publisher uses its best efforts to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system.

- 7.5 Our Charges may change from time to time, but changes will not affect any order already placed.
- 7.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services the Buyer or Advertiser must pay the Publisher such additional amounts in respect of VAT, at the applicable rate, at the same time as the Buyer or Advertiser pay the Charges.

## **8. How to pay**

- 8.1 Payment for the Services is – Prepayment – this is required 14 days before copy deadline. Invoice Account – 30 days after the date on the invoice unless agreed otherwise.
- 8.2 The Services can be paid for using a debit card or credit card. The Publisher accepts the following cards: Cards we accept are, VISA, VISA Debit and Mastercard
- 8.3 Payment for the Services is by direct debit. The designated bank account will be charged automatically each month.
- 8.4 The Publisher will send the Buyer or Advertiser an electronic invoice; 7 days after the publication has gone to press each month. Web, Online and Newsletter advertising will be invoiced the 1<sup>st</sup> of each month or nearest to this if it falls at a weekend.
- 8.5 If the Buyer or Advertiser fails to make a payment under the Contract by the due date, then, without limiting the Publisher's remedies under clause 14 (Termination), the Buyer or Advertiser will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.6 The Buyer or Advertiser must pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **9. Complaints**

If a problem arises or the Buyer or Advertiser are dissatisfied with the Services, the Publisher has a comprehensive complaints policy which is available from our Finance Department on request.

## **10. Intellectual property rights**

- 10.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by The Publisher.
- 10.2 The Buyer or Advertiser agrees to grant us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Buyer or Advertiser to the Publisher for the term of the Contract for the purpose of providing the Services to the Buyer or Advertiser.

## **11. How the Publisher may use your personal information**

- 11.1 The Publisher will use any personal information provided to them to:

- (a) provide the Services;
- (b) process payment for the Services; and
- (c) inform the Buyer or Advertiser about similar products or services that are provided, but you may stop receiving these at any time by contacting us.

11.2 Further details of how we will process personal information are set out on our website under the Privacy Statement.

## **12. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

### **12.1 Nothing in the Contract limits or excludes the Publisher's liability for:**

- (a) death or personal injury caused by our negligence, or the negligence our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to clause 12, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings
- (e) loss of or damage to goodwill; and
- (f) any indirect or consequential loss.

12.3 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

12.4 Nothing in these Terms limits or affects the exclusions and limitations set out in our terms and conditions of use available on our website.

12.5 This clause 12 will survive termination of the Contract.

## **13. Confidentiality**

13.1 Each party may disclose the other's confidential information:

- (a) to such of either parties respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. Both parties will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 13; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.2 Each party may only use the other's confidential information for the purpose of fulfilling respective obligations under the Contract.

#### **14. Termination**

14.1 Without limiting any other rights, the Publisher may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to the Buyer or Advertiser if:

- (a) The Buyer or Advertiser commits a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 5 working days of you being notified in writing to do so;
- (b) The Buyer or Advertiser fails to pay any amount due under the Contract on the due date for payment;
- (c) The Buyer or Advertiser takes any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) The Buyer or Advertiser suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of their business; or
- (e) The Buyer or Advertiser's financial position deteriorates to such an extent that in the Publisher's opinion the capability to adequately fulfil the Buyer or Advertiser's obligations under the Contract has been placed in jeopardy.

14.2 Termination of the Contract will not affect either parties' rights and remedies that have accrued as at termination.

14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

#### **15. Events outside our control**

15.1 The Publisher will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) The Publisher will contact you as soon as reasonably possible to notify the Buyer or Advertiser; and
- (b) The Publisher's obligations under the Contract will be suspended and the time for performance of the Publisher's obligations will be extended for the duration of the Event

Outside Our Control. The Publisher will arrange a new date for performance of the Services with the Buyer or Advertiser after the Event Outside Our Control is over.

15.3 The Buyer or Advertiser may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact the Publisher. If the Publisher opts to cancel the Publisher will refund the price already paid, less the charges reasonably and actually incurred the Publisher by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

## 16. Communications between us

16.1 When the Publisher refers to "in writing" in these Terms, this includes email.

16.2 Any notice or other communication given by either party to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or production@keypublishing.com.

16.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper registered address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

16.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 17. General

### 17.1 Assignment and transfer.

- (a) The Publisher may assign or transfer its rights and obligations under the Contract to another entity but will always notify the Buyer or Advertiser in writing.
- (b) The Buyer or Advertiser may only assign or transfer their rights or their obligations under the Contract to another person if agreed with the Publisher in writing.

17.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by the Buyer and the Publisher (or their respective authorised representatives).

17.3 **Waiver.** If the Publisher does not insist that the Buyer or Advertiser performs any of their obligations under the Contract, or if the Publisher does not enforce their rights against them, or if the Publisher delays in doing so, that will not mean that the Publisher has waived their rights or that the Buyer or Advertiser does not have to comply with those obligations. If any rights are waived, the Publisher will only do so in writing, and that will not mean that the Publisher will automatically waive any right related to any later default by the Buyer or Advertiser.

- 17.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.5 **Third party rights.** The Contract is between the Publisher and the Buyer or Advertiser. No other person has any rights to enforce any of its terms.
- 17.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.