



ADVERTISING SALES GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

1.1 The following definitions shall apply to these Conditions:

- “Advertisement” means any marketing product, including but not limited to display advertising in a magazine, website, or email, any paid-for content-based insertion, or any other sponsorship option as outlined in the current Media Pack, which an Advertiser asks to be inserted into an RI Media Publication.
- “Advertiser” means the person, company, firm, or corporation to whom RI Media addresses an Order Form about an Advertisement.
- “Copy Change” means a change to the content of an Advertisement but not to its product type as defined in the Media Pack.
- “Conditions” means these terms and conditions and any changes agreed in Writing by the publisher of the relevant RI Media Publication or a director of RI Media.
- “Contract” means the legally binding agreement governing an Advertisement and comprising these Conditions and the information about the Advertisement in the relevant Order Form.
- “Copy Date” means the date shown in the Order Form as the last date for receipt of copy or, if none, in the current Media Pack for the relevant RI Media Publication.
- “RI Media” means RI Media Ltd, a company registered in England with a company number 15894169 and a registered office at Briard Lodge, March Road, Welney, Norfolk, PE14 9SA UK.
- “RI Media Publication” means the publication specified in the Order Confirmation.
- “Media Pack” means RI Media’s media pack, whether printed or digital, in effect for the time being for the relevant RI Media Publication and may include, among other things, its rate card, mechanical and technical specifications, and copy and cancellation deadlines.
- “Order Form” means the order form confirming an Advertiser’s order or cancellation sent by RI Media to the Advertiser.
- “Writing” means any written communication, including letter, email, and all similar means of communication.
- “Party” shall mean either RI Media or the Advertiser, and “Parties” shall mean RI Media and the Advertiser together.
- “Publisher” shall mean the responsible person appointed by RI Media to oversee the publishing of a RI Media Publication and named as such in the RI Media Publication.

2 BASIS OF CONTRACT

2.1 An Advertisement is accepted on the understanding that the relationship between the Advertiser and RI Media is governed by these Conditions. Unless specifically approved in Writing by the Publisher of the relevant RI Media Publication or by a director of RI Media, the conditions stipulated on an Advertiser’s order form or anywhere else shall not be incorporated into any Contract and shall be void.

2.2 Any variation to these Conditions (including any special terms and conditions agreed between the Parties) shall apply only if agreed and confirmed in Writing by the Publisher of the relevant RI Media Publication or by a director of RI Media.

2.3 The issue of an Order Form shall amount to an offer by RI Media to the Advertiser to enter into a Contract. The signature and return or digital sign-off of the Order Form shall amount to the Advertiser's acceptance of the Contract.

2.4 RI Media's employees and agents are not authorized to agree to change these Conditions, to give greater discounts than the Advertiser normally receives, or to give any representation or warranty not contained in the Contract unless confirmed in Writing by the Publisher of the relevant RI Media Publication or by a director of RI Media. The Advertiser acknowledges that it does not rely on, and waives any claim for, breach of any such representations or warranties which have not been confirmed in Writing by either the Publisher of the relevant RI Media Publication or a director of RI Media.

2.5 Any typographical, clerical, or other error or omission in any Media Pack, Order Form, invoice, or other RI Media document shall be subject to correction without any liability on the part of RI Media.

3 ADVERTISER'S OBLIGATIONS

3.1 The Advertiser will make sure that the data, materials, or inserts which RI Media needs to publish the Advertisement are received at the address specified in the Order Form before the Copy Date, and the data, materials, or inserts shall comply with the requirements of the Media Pack and the Order Form. RI Media and its agents are under no obligation to return data, materials, or inserts supplied by or on behalf of the Advertiser.

3.2 If the Advertiser does not fully comply with clause 3.1, RI Media is not required to publish any Advertisement but reserves the right to repeat the Advertiser's latest copy of a size and shape appropriate to the space booked, but if RI Media does not have any prior copy it reserves the right to charge the gross amount for the space booked as shown in the Order Form.

3.3 The Advertiser is responsible for making sure that the Advertisement is free of libel and other defamatory content, warrants that the Advertisement does not breach the copyright of any third parties, does not make unfair or unsupportable or unreasonable claims, and is generally fit to be published and specifically will comply with any legal or regulatory requirements in the distribution or circulation area shown in the Media Pack for the RI Media Publication in which the Advertisement is booked to appear.

Should it become apparent that it is not so compliant, RI Media reserves the right to suspend the Advertisement, in which case the Advertiser will have no claim for damages for breach of contract.

4 RI MEDIA'S OBLIGATIONS

4.1 RI Media will publish the Advertisement in the nominated RI Media Publication and will distribute the said Publication according to the Contract.

4.2 RI Media gives no representation or warranty as to the period of time during which any RI Media Publication will be published or as to its future circulation figures or territory.

5 RECEIPT OF COPY

5.1 Where RI Media or its agents are involved in extra production work because of any act or default of the Advertiser or its agents, the Advertiser will have to pay for this work at RI Media's rates current when the work is done. Any such charges will be agreed in advance, and time allowing, these charges will be added to the invoice for the Advertisement.

6 AMENDMENT AND CANCELLATION

6.1 Advertiser's Change and Cancellation Rights

6.1.1 An Advertiser may change the size, shape, or content of an Advertisement or cancel an Advertisement altogether by giving notice in Writing to RI Media not less than 12 weeks before its Copy Date. The Advertiser's right to cancel is in addition to any statutory rights it has. Cancellation will be effective on the issue of a confirmatory Order Form by RI Media.

6.1.2 Where an Advertiser cancels or changes the size or shape of an Advertisement under clause 6.1.1, it will pay RI Media an administration charge of £200 (plus VAT) per insertion cancelled or changed to compensate RI Media for the time and expense involved in processing the order and cancellation plus any series discounts or other discounts granted to the Advertiser by RI Media for an Advertisement or series of Advertisements which have been paid for prior to cancellation.

6.1.3 Any cancellation notices issued otherwise than as clause 6.1.1 requires shall be ineffective, and the Advertiser shall be liable to pay the gross cost shown in the Order Form for the space booked.

6.1.4 An Advertiser may notify a Copy Change at any time before the relevant Copy Date.

6.2 RI Media's Rights

RI Media may, at its sole discretion, change the location, size, shape, and content of an Advertisement at any time after giving the Advertiser reasonable notice in Writing of its intention to change the location, size, shape, and content of an Advertisement, in which case no claim on the part of an Advertiser for damages for breach of contract shall arise.

6.3 RI Media reserves the right to:

- omit, cancel, or suspend the space for any Advertisement,
- not run any other Advertisements in a series, or
- cease to produce or alter the publication dates of any RI Media Publication for any reason, in which case no claim on the part of an Advertiser for damages for breach of contract shall arise.

6.4 Insolvency and Breach

If RI Media does any of the things it is entitled to do in clauses 6.2 and 6.3 in response to the insolvency or any breach by the Advertiser, RI Media's other rights are unaffected.

7 PRICE OF ADVERTISING

7.1 The price of an Advertisement (or a series) shall be stated on the Order Form. All prices quoted are valid for 30 days only or until earlier acceptance by the Advertiser. The prices in quotes not accepted within 30 days may be altered by RI Media without giving notice to the Advertiser.

7.2 All amounts stated in these Conditions are exclusive of VAT, which shall be due at the rate ruling on the date of the VAT invoice, where applicable.

7.3 Where RI Media has to carry out work on an Advertisement to render it publishable, such work shall be charged back to the Advertiser at the rate of £100 per hour, subject to a minimum charge of £100. Any such charges will be advised prior to commencement of remedial works. Advertisers who do not wish to make such payments but prefer to do the work themselves and resupply the Advertisement must advise RI Media of this in Writing at the time of sending the original copy.

8 TERMS OF PAYMENT

8.1 RI Media shall be entitled to invoice the Advertiser for the price of the Advertisement (or series) at any time after publication and/or on issue of an Order Form confirming a cancellation by the Advertiser. Such invoice may include any discounts repayable under clause 6.1.2 and administration or other charges.

8.2 The Advertiser shall pay the invoice of the Advertisement (or series) within 30 days of the date of the RI Media invoice. The time of payment of the price shall be of the essence of the Contract. The Advertiser is entitled to claim any discounts shown on the order confirmation only where full payment is received by RI Media on or before the due date for payment of the relevant invoice.

8.3 If payment is to be made by instalments and the Advertiser fails to pay any instalment on its due date, then RI Media shall be entitled to demand payment of the entire amount of any unpaid balance (including all arrears).

8.4 The Advertiser may not withhold payment of any invoice or any other amount due to RI Media by reason of set-off or counterclaim which the Advertiser may have or alleged to have for any reason whatsoever.

8.5 If the Advertiser fails to comply with any of the Conditions, it shall nevertheless continue to be liable for all charges due and to become due.

8.6 If the Advertiser fails to make payment on the due date, then, without prejudice to any other right or remedy available to RI Media, RI Media reserves the right to charge the Advertiser interest (both before and after judgment) from day to day on the amount unpaid at the rate of 8% per annum above the Bank of England base rate from time to time until payment in full is made.

9 INDEMNITY

9.1 The Advertiser shall indemnify RI Media against any loss, cost, liability, or claim in connection with any Advertisement awarded against or incurred by RI Media or its employees or agents or paid or agreed to be paid by RI Media in settlement of any claim.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 The Advertiser warrants that it is the owner or has been duly authorized by the owner of any copyright material, brand name, trademark, service mark, or logo to be incorporated into the Advertisement.

10.2 All intellectual property rights created or used by RI Media in connection with the Contract shall be and shall remain the property of RI Media.

11 PROOFING

11.1 The Advertisement will be published in accordance with the information provided by the Advertiser. RI Media is not obliged to issue proofs to the Advertiser. Advertisers are hereby advised that print and colour quality may vary through factors beyond RI Media's control, and by placing Advertisements in RI Media Publications, Advertisers accept that such variation in quality is inevitable and shall not be a reason for non-payment or compensation or the

lodging of a claim as described in 12.4, provided always that the information carried in the Advertisement as published is legible to the reader and allows response by the reader.

12 WARRANTIES AND LIABILITY

12.1 RI Media's total liability in contract, tort (including negligence or breach of statutory duty), or otherwise in connection with any Advertisement or otherwise under this Contract shall be limited to the price payable by the Advertiser under the Contract net of discounts, each as shown on the Order Form. RI Media shall not be liable for any increased costs or expenses, loss of profit, business, contracts, revenues, or any anticipated savings of the Advertiser or for any special indirect or consequential damage of any nature whatsoever.

12.2 RI Media does not exclude or restrict its liability for death or bodily injury caused by the negligence of RI Media or of its employees while acting in the course of their duties.

12.3 All warranties, conditions, or other terms implied by statute or common law are excluded except as expressly provided in these Conditions.

12.4 The Advertiser shall inspect the copy of the Advertisement sent by RI Media with its invoice. Any claim by the Advertiser which is based on any error or omission in the Advertisement shall be notified to RI Media in Writing not more than 7 days after the Advertiser received RI Media's invoice. If the Advertiser does not notify RI Media in this way, RI Media shall have no liability for such errors or omissions, and the Advertiser shall be bound to pay the price as if the Advertisement had been published in accordance with the Contract.

12.5 Where any valid claim in respect of any Advertisement which is based on errors or omissions in the Advertisement is notified to RI Media in accordance with these Conditions, RI Media shall be entitled to provide compensation in full either by publishing a similar correct Advertisement free of charge at the next available opportunity in the relevant RI Media Publication or, at RI Media's sole discretion, refund to the Advertiser such part (not exceeding the whole) of the charge for the Advertisement concerned, as is fair and reasonable, having regard to the nature of the error or omission. Decisions to make refunds or to publish Advertisements free of charge require the authority in Writing of the Publisher of the relevant RI Media Publication or a director of RI Media.

12.6 RI Media shall not be liable in respect of any breach of the Conditions due to any cause beyond RI Media's reasonable control.

13 GENERAL

13.1 Any notice or other communication required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its Registered Office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. If sent by first class prepaid post, it will be deemed to have been received two days after posting, and if sent by email, shall be deemed to have been received when sent unless the sender is aware of a failure to deliver.

13.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

13.3 Any waiver by RI Media of any breach of, or default under, any provision of these Conditions by the Advertiser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.4 The formation, existence, construction, performance, validity, and all aspects of the Contract shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.