















THESE ARE THE STANDARD TERMS AND CONDITIONS REFERRED TO IN THE ORDER CONFIRMATION

1.In this Agreement, the following words shall have the corresponding meaning: "Advertisement": the advertisement(s) supplied by you to us for placing in the Company Publication; "Agreement": the Order Confirmation and these Standard Terms and Conditions; "Deadline" : the date communicated to You by Us being the date(s) which You must provide to Us the Advertisement ready for use; "Group Company" :any of Our subsidiaries and "subsidiary" shall have the meaning given in the Companies Act 2006; "Insert": a loose-leaf flyer for insertion into a Company Publication; "IPR": copyright, moral rights, trade marks, trade names, domain names, rights to goodwill, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and similar or equivalent rights which subsist or will subsist now or in the future in any part of the world; "Publication Date": the date on which the relevant Company Publication is published; "Specification": the technical specification communicated to You by Us which the Advertisement(s) must meet; "We", "Us" or "Our": DC Thomson & Company Limited (Company No: SC005830) and having its registered office at Courier Buildings, Albert Street, Dundee, DD1 9QJ; and "You" or "Your": the Agency or the company, firm or individual placing the order.

- 2.This Agreement shall apply to all requests by You to Us which we accept, to place Advertisement(s) in Company Publication(s)
- from the date of signature until the Agreement is replaced or superceded. 3. You must ensure that all Advertisement(s) are submitted to Us by the Deadline and are (i) in accordance with the Specification; (ii) comply with all relevant and applicable legislation, codes of practice or regulations including the British Code of
- Advertising, Sales Promotion and Direct Marketing and any specific regulatory requirements for the nature of goods or services advertised; and (iii) must not (in our sole discretion) be offensive, defamatory, immoral illegal, inappropriate or infringe third party rights. Advertisement(s) must be submitted to Us at <u>magazineads@dcthomson.co.uk</u> or where the Advertisement(s) is an Insert, You are responsible for printing the Advertisement(s) and delivering it to an address notified to You by Us. You shall be fully responsible for proof-reading Your Advertisement(s) for errors prior to submission to us. We will use reasonable endeavours to provide proof copies of Advertisement(s) where requested and where reasonably practicable within the Deadline. 4.Upon receipt of an Advertisement complying with Clause 3, We shall publish the Advertisement in the Company Publication on the Publication Date and shall, provided the Advertisement is not a classified Advertisement, use Our reasonable endeavours to
- 5.We reserve the right to cancel any Advertisement(s), or to require any alteration to an Advertisement(s) if: (i) in our view the Advertisement(s) does not comply with Clause 3; (ii) if requested by the Advertising Standards Agency; (iii) if we can no longer accommodate placement of the Advertisement(s) in the Company Publication; or (iv) if the Advertisement(s) brings Us or a Group Company into disrepute. Should We exercise the foregoing option under this Clause 5, You shall, at Our discretion, be given one (1) opportunity to re-submit the Advertisement(s) in order to comply with Clause 3, provided that it is submitted prior to the relevant Deadline.

ensure (i) that the Advertisement does not appear on the same page as a party advertising the same or similar goods or services; and (ii) where the Advertisement is a coupon, that it does not appear on a page with third party coupons overleaf.

- 6.In the event that You fail to submit any Advertisement(s) in accordance with Clause 3 and/or prior to the Deadline, We may place a previous Advertisement You provided to Us (if any) or to publish the relevant Company Publication without any Advertisement from You and You hereby agree that (irrespective of whether we publish a replacement) You shall remain liable to pay Us the Price.
- 7.Where, in respect of a request to publish an agreed number of classified Advertisements in one or more Company Publications, a volume discount on Price has been given by Us to You, You understand and acknowledge that this is subject to such Advertisements being published in the relevant Company Publication(s) within six (6) months of the date of the Order Confirmation. If we cancel the placement of the Advertisement(s) on the Company Publication, after receiving payment, due to
- Our or Group Company being no longer able to accommodate the said Advertisement(s) in the relevant Company Publication, We shall reimburse You the Price paid by You to Us for such Advertisement(s). Interest at the rate of five per cent (5%) per annum above the base rate for the time being of the Clydesdale Bank plc will be payable by You on all sums remaining unpaid under this Agreement and shall be accrued from the due date until the date of actual payment. 8. You may cancel any request to place an Advertisement in a Company Publication without liability to pay the Price provided You
- intimate to Us Your wish to cancel in writing twelve (12) weeks before the Deadline. Should You cancel any request to place an Advertisement in a Company Publication after twelve (12) weeks before the Deadline, you shall be liable for the Price. 9. You warrant and undertake that: (i) You have authority to enter into this Agreement and to allow Us and/or Our Group Company to publish the Advertisement(s) in the Company Publication; (ii) the Advertisement(s) do not and shall not infringe any
- Company Publications; and (v) where You are entering into this Agreement to place an Advertisement(s) belonging to, or advertising the goods and services of, a third party, that You will procure that the third party shall honour and fulfil Your obligations under this Agreement should you be unable to do so. 10. You hereby grant Us and/or any Group Company a royalty-free, non-exclusive, worldwide, transferable, irrevocable licence to

third party rights or breach any warranties or terms of this Agreement; (iii) You shall pay the Price in full; (iv) all owners and/or Licensees (as appropriate) of IPR in the Advertisement(s) have consented to the placement of the Advertisement(s) in the

- reproduce, publish, distribute and to permit the reproduction, publishing and distribution of all Advertisements, or any part thereof and to make them available in the Company Publications. 11. We exclude liability for indirect or consequential loss including loss of profit, loss of opportunity or loss of goodwill. Our total
- liability under this Agreement shall in no event exceed the Price (of the relevant Advertisement giving rise to the dispute) actually received by Us. Notwithstanding the foregoing neither party excludes or limits liability to the other party for death or personal injury arising from its negligence, fraud, or breach of statutory duty. 12. You hereby agree to indemnify and keep Us and each Group Company indemnified against any and all liability, damages,
- losses, claims or costs, including legal costs suffered by Us and each Group Company arising out of or in connection with any negligent act or omission by You, or any breach by You of this Agreement (including breach of warranty) or out of any claim by a third party based on any fact, which if substantiated, would constitute such a breach. 13. You shall not have the right to assign, transfer or otherwise deal in Your rights and obligations under this Agreement to any
- third party, without Our prior written consent. 14. Neither party will be liable for, or be considered to be in breach of or default under this Agreement as a result of any event
- outwith its reasonable control affecting its ability to perform its obligations hereunder (except payment of the Price). If the delay continues for more than <u>four</u>weeks, the party not delaying may cancel the placement of the Advertisement immediately on giving notice in writing to the other, and neither party will be liable to the other for cancellation. 15.All notices to be given under this Agreement will be in writing and may be given personally, by recorded delivery, post, fax or by e-mail to the address detailed on Trade Terms or as otherwise notified by the parties in writing.
- 16.This Agreement and any documents referred to herein constitutes the entire agreement between the parties. •17.Other than any Group Company which is stated to benefit from any rights herein, no third party has any right by reason of
- the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- •18.This Agreement shall be governed by English law and the parties hereby submit to the non-exclusive jurisdiction of the
- English courts.