

# THE NEWSPAPER PUBLISHERS ASSOCIATION LIMITED

## STANDARD CONDITIONS OF INSERTION OF ADVERTISEMENTS IN NEWSPAPERS

1. In these conditions, (1) “the Publisher” means the publisher of the newspaper (including any supplement or magazine for which no charge is made to its recipient and which is published, whether regularly or occasionally, as part of, or in association with, the newspaper) in or with which the advertisement is to appear or has appeared; (2) “the Buyer” means the person placing with the Publisher the order for the insertion of the advertisement, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein (“the Advertiser”) or the Advertiser’s advertising agency or media buyer; (3) the “rate card” means the Publisher’s rate card in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles, and standard conditions; and (4) an “advertisement” means matter to be printed on the page or separately inserted.
2. The Buyer warrants that:
  - (a) in relation to an advertisement the Buyer contracts with the Publisher as a principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity;
  - (b) the reproduction and/or publication of the advertisement by the Publisher as originally submitted or as amended pursuant to condition 3 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever;
  - (c) any information supplied in connection with the advertisement is accurate, complete and true;
  - (d) in respect of any advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;
  - (e) in relation to any investment advertisement, the Advertiser is, or its contents have been approved by, an authorised person within the meaning of the Financial Services Act 1986, or the advertisement is otherwise permitted under that Act;
  - (f) the advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) for the time being in force or applicable in the United Kingdom; and
  - (g) all advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the British Codes of Advertising and Sales Promotion and all other relevant codes under the general supervision of the Advertising Standards Authority.
3. The Publisher may, without derogation from the warranties contained in condition 2, refuse or require to be amended any artwork, materials and copy for or relating to an advertisement so as (i) to comply with the legal or moral obligations placed on the Publisher or the Buyer or the Advertiser; or (ii) to avoid infringing a third party’s rights, the British Codes of Advertising and Sales Promotion and all other codes under the general supervision of the Advertising Standards Authority or the production and quality specifications stipulated or referred to in the rate card.

4. The Publisher has the right at its discretion to decline to publish, or to omit, suspend or change the position of, any advertisement otherwise accepted for insertion. However, the Publisher will use reasonable efforts to comply with the wishes of the Buyer although it does not warrant the date of insertion, the wording, or the quality of the colour or mono reproduction of the advertisement.
5. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.
6. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the advertisement with the Publisher and the Buyer will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from the publication thereof.
7. The Publisher shall have the right to change its scale of advertisement rates at any time.
8. The Publisher shall not be bound by a stop order or cancellation or transfer of the advertisement unless it meets the requirements specified on the rate card, and any such instruction otherwise than prior to the deadline therefor shall not (even though it be followed by the Publisher) affect the Buyer's liability for payment for the advertisement. The Publisher may treat as a cancellation the fact that the Buyer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is otherwise in breach of any of these conditions.
9. In the absence of any other specific arrangement between the Publisher and the Buyer, payment in respect of the advertisement (including any associated production, late copy and box number charges) is due in advance of publication except where the Publisher has agreed to allow credit to the Buyer, in which case the due time for payment shall be no later than 10 a.m. (i) if the Buyer is a recognised agency under the Joint Recognition Scheme of the Newspaper Publishers Association Limited and the Newspaper Society, on the last working day of the month following that in which the advertisement appeared; or (ii) in any other case, on the 30<sup>th</sup> day following the date on which the advertisement (or, if one in a series, the last advertisement in the series) appeared (or if such 30<sup>th</sup> day is not a working day, the working day immediately prior to such 30<sup>th</sup> day). Full details of each remittance are to be supplied to the Publisher by the due time. Payment shall mean the receipt by the Publisher at its principal place of business (or elsewhere as it may direct) of cash or a cheque or at its bank of moneys transferred electronically or through the clearing banks' giro credit system.
10. Payment for the advertisement shall be made as aforesaid whether or not the Buyer shall have (i) received the Publisher's invoice or (ii) provided the Publisher with an order number at the time the advertisement was booked.
11. The Buyer agrees to pay the Publisher in respect of each advertisement for which payment is not made by the due time
  - (a) the sum of £25 as an administration charge and
  - (b) interest on the amount paid late at the rate of 4% above the base rate of National Westminster Bank PLC accruing from day to day (including the day on which payment was due) both before and after judgement.

Any such additional charge is payable within seven days following delivery of the Publisher's invoice particularising it.

12. It is the responsibility of the Buyer to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to condition 6, the Publisher assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless notified immediately the error occurs. Any other matter of complaint, claim or query (whether in relation to the advertisement or the invoice) must be raised with the Publisher in writing within seven days following (as the case may be) insertion of the advertisement or of the date on which it is claimed the advertisement should have appeared or of the receipt by the Buyer of the invoice giving rise to it. Without prejudice to the Publisher's entitlement to be paid for the advertisement as published a sum representing a reasonable proportion of the charge agreed at the time the advertisement was booked, the Publisher's liability is limited to a maximum at its option of giving a credit for its charge for the advertisement or (in an appropriate instance) of publishing the advertisement for a second time without charge. Such complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Publisher's charges for that and all other advertisements.
13. There is no obligation on the Publisher to supply voucher copies or tearsheets and their absence shall not affect the Buyer's liability for the agreed charge.
14. While all reasonable endeavours will be made as soon as possible after receipt by the Publisher to forward to the Buyer or as it may direct any replies to box numbers, the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.
15. The Buyer will indemnify the Publisher and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law.
16. The placing of an order for the insertion of an advertisement shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by the Buyer shall be void insofar as they are inconsistent with these conditions.
17. No waiver or indulgence by the Publisher shall be effective save in relation to the matter in respect of which it was specifically given.
18. These conditions shall apply to each contract for the insertion of an advertisement together with such additional conditions (if any) as may be set out in the Publisher's rate card and in the event of any variations or inconsistency between these conditions and the conditions set out in the rate card, the latter shall prevail.
19. The contract which incorporates these conditions shall be construed under and governed by the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.