

Standard Advertising Terms and Conditions

BBC Worldwide Magazines

1. Basis of Contract

In these Conditions the "Advertiser" shall mean either an advertising agency where an advertising agency is used or any person, partnership or company and/or its agent placing orders for an insertion of an advertisement in the publication provided or commissioned by BBCM (the "Order"). Where an advertising agency is used the relationship between BBCM and the agency is that the Order is and shall be treated as issued by the Advertiser as a principal and there shall be no contract between the Advertiser's client and BBCM, nor shall the Advertiser's client be able to claim upon the contract of the agency with BBCM. The placing of an Order will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Advertiser purports to apply to any quotation, Order acknowledgement or any other document issued by the Advertiser.

2. Acceptance of the Advertisement and Booking Orders

2.1 Advertisements are accepted subject to the following conditions:

2.1.1 Illustrations and other material provided by the Advertiser being in accordance with the standards and guidelines of BBCM and the BBC;

2.1.2 Illustrations and other material provided by the Advertiser being in accordance with standards and guidelines of the BBCM publishing and advertising directors;

2.1.3 Space being available in the publication; and

2.1.4 subject to the status of the Advertiser itself.

2.2 Advertisements must not contain any reference to BBCM, the BBC or any of their associated companies, products, brands or logos which is, in the sole opinion of BBCM, likely to imply that BBCM or the BBC are sponsoring, endorsing or in any way connected with the Advertiser or the proprietors of other material contained in the advertisement.

2.3 BBCM reserves the right to refuse advertisements that in the sole opinion of BBCM are similar in any way to the editorial style of any BBCM produced or BBCM licensed publication.

2.4 BBCM has at its absolute discretion the right to omit, suspend or change the position of any advertisement accepted for insertion and the right to make any alteration it considers necessary or desirable in an advertisement, including repeating the most appropriate copy if necessary, or to require copy to be amended to meet its approval.

2.5 Any bookings made verbally by the Advertiser shall be conditional upon and subject to acceptance by the BBCM pursuant to the conditions set out in this Agreement.

3. Content of Advertisements and Advertiser's Warranties

3.1 The Advertiser warrants it has the full power and authority to enter into and perform the terms of these Conditions and has not entered into any arrangement which in any way conflicts with these Conditions or inhibits restricts or impairs its ability to perform its obligations under these Conditions.

3.2 The Advertiser warrants that the placing of an Order for the insertion of an advertisement in any BBCM publication will:

3.2.1 comply with the Trade Description act 1968 and 1972 (including any statutory re-enactment or modification thereof), The Financial Services Act 1986 and any other relevant legislation;

- 3.2.2 not contain any material that shall infringe any copyright, right of trademark, right of privacy, right of publicity or personality or any other right of any other nature of any person, or be obscene or libellous or blasphemous or defamatory, and that the advertisements do not incorporate any third party source material, or otherwise legally actionable under any civil or criminal laws in force in any legal jurisdiction or which might bring BBCM or the BBC into disrepute;
 - 3.2.3 be legal, decent honest and truthful so as to comply with the British Code of Advertising practice (for the time being in force) consumer protection legislation and other codes under the general supervision of the Advertising Standards Authority;
 - 3.2.4 be no claims, demands, liens, encumbrances or rights of any kind in the advertisements resulting from any act or omission of the Advertiser, which can or will impair or interfere with the rights of BBCM, and that nothing contained in the advertisements, nor any use of it, will violate any right of any third party; and
 - 3.2.5 comply with the relevant parts of the then current BBC Commercial Policy Guidelines which are available on request.
- 3.3 Where BBCM provides a reader reply service for the benefit of its readers, it shall not be under any obligation to pass such enquiries onto the Advertiser.
 - 3.4 Where the Advertiser participates in BBCM's reader reply brochure service, BBCM shall not be responsible for any costs incurred by the Advertiser as a result of increased demand for its publicity materials, and accepts no liability for postal delays, loss of or damage to address labels in transit.
 - 3.5 Where the advertiser participates in BBCM's Reader Reply Brochure Service (magazine or online), BBCM shall from time to time at its discretion, pass on to the Advertiser personal data obtained from that service. The Advertiser undertakes that it will comply with all relevant data protection legislation, including but not limited to the Data Protection Act 1998 when dealing with any such personal data, and will observe any restrictions regarding such personal data passed on to the Advertiser by BBCM.

4. Payments

- 4.1 Unless payment is to be made in advance, accounts shall be paid no later than the fifteenth day of the month following the invoice date. The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.
- 4.2 PPA registered agencies will pay BBCM on the 28th of the month following the publication cover date.
- 4.3 BBCM reserves the right to charge interest on any monies due which shall be in arrears and unpaid. Such interest will be calculated upon the amount owing at a rate equivalent to 4% per annum above the base rate of HSBC Plc in the United Kingdom for the time being in force.
- 4.4 Payments that are made in advance must be received by BBCM two weeks before copy deadline for the issue in question.
- 4.5 Any queries or dispute relating to any invoice issued by BBCM must be raised by the Advertiser within 6 weeks of receipt otherwise the invoice will be deemed accepted.
- 4.6 All gross advertising rates are subject to a 0.1% Advertising Standards Board of Finance surcharge, payable by Advertisers. When Orders are placed by advertising agents the agency will be responsible for collecting and paying these surcharges. Where direct advertising is placed BBCM will collect the surcharge and pass it on to the Advertising Standards Board of Finance.
- 4.7 Advertisement rates are subject to increase at any time without notice to the Advertiser. Advertisers have the option to cancel without surcharge or continue at the revised rates.

- 4.8 Where the Advertiser has undertaken to supply material for the advertisement/insert and such material has been accepted by BBCM, we reserve the right to charge the full rate agreed for the advertisement/insert if such material fails to arrive at the agreed time, place or in suitable condition for insertion and in the case of advertisements to repeat the most appropriate copy. Copy must be supplied without application from BBCM.
- 4.9 BBCM reserves the right to request mail order advertisers to complete an “Advertisers undertaking” which is available on request from BBCM. Further, BBCM have the right to request a credit search on the Advertiser (this will be a search on the Advertiser’s business whether the business be a company, sole trader or partnership) in order to determine whether to continue with the Advertiser’s Order.
- 4.10 Charges will be made to the Advertiser where the printers are involved in extra production work owing to acts or defaults of the Advertiser.

5. Liability and Indemnity

- 5.1 BBCM will not be liable for any loss or damage direct or consequential, occasioned by error in the insertion of or omission to insert any advertisement, or for late or early publication of an advertisement, and/or the magazine or failure to perform any other obligation whether occasioned by negligence, or otherwise save in cases occasioned by the direct negligent act of BBCM in which case compensation may be negotiated up to a maximum of the cost of the space booked and paid by the Advertiser.
- 5.2 The Advertiser shall indemnify BBCM against any claim, cost, loss, damage, and/or expense that BBCM may incur as a direct or indirect consequence of BBCM publishing the advertisement in accordance with the copy instructions supplied by the Advertiser. In any case where a claim is made against BBCM and where an Advertiser may ultimately be liable under the terms hereof, notice in writing shall be given to the Advertiser in order that consultation shall take place before any expense is incurred or the claim settled, defended or otherwise disposed of to the Advertiser’s detriment.
- 5.3 BBCM will not be liable for any damage or loss of any material supplied for the purposes of an advertisement caused by negligence or otherwise.
- 5.4 BBCM will not be liable for any loss or damage direct or consequential, occasioned by error in the positioning of or omission to publish any Advertisement or for late publication of an Advertisement or failure to perform any other obligation whether occasioned by negligence or otherwise.
- 5.5 BBCM will not accept any responsibility for loss of circulation or ineffectiveness of any advertisement owing to circumstances beyond its direct control.
- 5.6 Any matter of complaint arising out of the publication of an advertisement must be raised in writing with BBCM.

6. Cancellation

- 6.1 All cancellations of Orders must be in writing in accordance with clause 8.5 below. BBCM will not be bound by notice of stop orders, cancellations or transfers of advertisements received less than eight weeks for Radio Times or other weekly publications or twelve weeks for BBC monthly publications before the date of insertion.
- 6.2 If an Advertiser cancels the balance of a contract (except in the circumstances set out in clause 4.7) they relinquish any right to any series discount to which they were previously entitled and those advertisements received less than eight weeks before the date of insertion.

7. Termination

- 7.1 BBCM shall have the right to terminate these Conditions upon the giving of written notice to the Advertiser in the event of any of the following events:
- 7.1.1 if the Advertiser commits any material breach of its obligations under these Conditions which, in the case of a breach capable of remedy, is not remedied within 10 days of service of a notice specifying the breach and requiring it to be remedied;
- 7.1.2 if the Advertiser holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangements as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrance take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; is unable to pay its debts as defined under Section 123 of the Insolvency Act 1986;
- 7.1.3 if the Advertiser undergoes a change of Control and for the purposes of this Clause 8.1.3 “**Control**” has the meaning specified in Section 416 of the Income and Corporation Taxes Act 1988.
- 7.2 Termination of these Conditions for whatever cause shall not cancel any indebtedness of the Advertiser to BBCM under these Conditions and shall be without prejudice to any rights of BBCM accrued before termination.

8. General

- 8.1 These Conditions set out the entire agreement and understanding between the Advertiser and BBCM in connection with the sale of advertisements to BBCM and shall supersede and replace all documentation previously issued by the Advertiser purporting to set its terms and conditions of the sale of the advertisements.
- 8.2 If at any time one or more of the clauses of the Conditions is held to be or becomes void or otherwise unenforceable for any reason under applicable law, the same shall be deemed omitted from the Conditions and the validity and/or enforceability of the remaining provisions of the Conditions shall not be affected or impaired as a result of that omission
- 8.3 Neither party is appointed nor authorised to act as the legal agent of the other and, as expressly set out in these Conditions, neither shall make any commitments or representations on behalf of the other. Neither party is the partner of the other and no partnership is created by these Conditions
- 8.4 BBCM shall be entitled to assign or license the whole or any part of its rights under these Conditions to the BBC or any BBCM subsidiary or associate company and in such event all of the representations, warranties and undertakings on the part of the Advertiser contained in these Conditions shall inure for the benefit of the BBC or any BBCM subsidiary or associate company and, if the BBC or such BBCM subsidiary undertakes direct with the Advertiser to comply with the obligations of BBCM to the Advertiser (but not otherwise), then with effect from the date of such undertaking, BBCM shall have no further liability to the Advertiser.
- 8.5 Any notice given under these Conditions must be in writing and sent by registered post or sent by facsimile transmission to The Credit Manager – see address below (8.5.1) with a copy sent to the Advertising Manager - Room C100 BBC Magazines Ltd 80 Wood Lane London W12 OTT Notices shall be deemed received at the expiration of 3 business days if delivered by registered post or at 10 hours am local time of the recipient on the next business day following dispatch is sent by facsimile. To prove service of any notice it shall be sufficient to show in the case of a notice served by post that the same was duly addressed prepaid and posted in the manner set out above. In the case of a notice given by

facsimile transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct telephone number without any error message provided that a confirmation copy of the transmission is sent to the recipient by post in the manner set out above. Failure to send a confirmation copy will invalidate the service of any facsimile transmission.

8.5.1 Advertisers must inform BBCM within 5 working days of any change in address of their place of business and / or a change of address in their advertising clients. Notice of such changes to be sent to: **The Credit Manager Room BG10 BBC Magazines Ltd. 80 Wood Lane London W12 0TT.**

8.6 The Advertiser may not set off any claims against any monies payable to BBCM under these Conditions unless agreed beforehand in writing with BBCM.

8.7 Any variation to these Conditions must be in writing and agreed by the parties.

8.8 The failure of either party to exercise or enforce any right conferred upon it by these Conditions shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter. No waiver of any term of the Conditions shall operate as a waiver of another or constitute a continuing waiver.

8.9 These Conditions and any dispute or claim arising out of or in connection with it shall be governed by and be construed in all respects in accordance with English law. All disputes or claims arising out of or relating to these Conditions shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

BBC Worldwide

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