

### General

1. All Advertisements accepted for publication by Lantra in any of its print or online publications are accepted subject to these terms and conditions. Any other conditions proposed by the Buyer shall be void unless accepted by Lantra in writing.

2. In these conditions:

**"Advertiser"** means the person whose goods or services are advertised;

**"Advertisement"** means any kind of promotional or advertising material that is, as the case may be: (i) to be printed in a Print Publication and/or (ii) to be published or otherwise displayed by electronic means (including, but not limited to, banner, skyscraper, leaderboard, button or other forms of online or electronic display advertising) via or as part of or in connection with any Online Publication;

**"Buyer"** means the person placing the order for the insertion of the Advertisement;

**"Medium"** means the print or online publication taking the booking.

**"Lantra Site"** means the Lantra website(s) onto which an Advertisement is sold

3. All Advertisements are accepted subject to space being available in the Medium.

4. Lantra reserves the right at any time to cancel any order without liability if at any time Lantra shall become aware:

4.1. That the Buyer or the Advertiser passes a resolution that it be wound up or that an application be made for an administration order or if the Buyer or Advertiser enter into a voluntary arrangement with their creditors;

4.2. A receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of either the Buyers or the Advertisers property or assets or any part thereof;

4.3. The Court orders that the Buyer or the Advertiser be wound-up or a receiver of all or any part of the property or assets of either the Buyer or the Advertiser;

4.4. The Buyer or the Advertiser is unable to pay its debts in accordance with the provisions of the Insolvency Acts. or there is any indication whatsoever that the Buyer or the Advertiser is in financial difficulties.

5. These conditions and all other express terms of the contract between Lantra and the Buyer shall be governed and construed in accordance with the Laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

Buyer to contract as Principal

6. The Buyer warrants that the Buyer contracts with Lantra as 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. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with Lantra.

Delivery and Ownership of materials

7. Materials delivered must conform to Lantra's specifications. Lantra reserves the right to charge the Buyer for work it required to amend materials to conform to its specifications but accepts no liability for such work.

8. Any intellectual property rights in designs prepared by Lantra shall remain the property of Lantra and Advertisements including such designs may not be reproduced without Lantra's consent.

### Booking procedures

9. If an Advertisement includes a promotion, competition or a special offer of merchandise the Advertiser must provide full details to Lantra on request.

### Prices and Payment terms

10. Prices published by Lantra from time to time are subject to revision at any time and orders are accepted on the condition that the price binds Lantra only in respect of the period specified in the applicable rate card.

11. Series discounts apply only to orders placed in advance and completed within the agreed period. Lantra reserves the right to adjust advance discounts and/or to surcharge in the event of a series of Advertisements not being completed within that period. If the Buyer cancels the balance of a contract to publish a series of Advertisements it relinquishes any series discount and all Advertisements will be paid for at the appropriate rate.

12. Prices are exclusive of applicable Value Added Tax which the Buyer shall additionally be liable to pay to Lantra.

13. Credit accounts must be settled in accordance with the terms shown on the invoice, which are strictly net. In default, all outstanding transactions will become liable for immediate settlement.

### Limitations on Lantra's Liability

14. Except to the extent specified in paragraph 15, Lantra shall not be liable for any loss or damage suffered by the Buyer or the Advertiser as a result of any total or partial failure (howsoever caused) of publication, distribution or availability of any Medium in which any Advertisement is scheduled to be included or for any error, misprint or omission in the printing of any Advertisement. In the event of an error or omission by Lantra, which detracts materially from the Advertisement, Lantra will either reinsert the Advertisement or relevant part of the Advertisement in a subsequent issue or make a reasonable refund or adjustment to the price paid by the Buyer. No reinsertion, refund or adjustment will be made for any other error or omission or where the error or omission is the result of delivery of materials which do not comply with Lantra's specifications.

15. The total liability of Lantra to the Buyer or the Advertiser for any act or omission of Lantra, its servants or agents relating to any Advertisement shall not exceed the amount of a full refund of any price paid to Lantra for the Advertisement or the cost of a reasonably comparable further or corrective Advertisement. Without limiting the foregoing, Lantra shall not be liable for any loss of profits or business or for indirect or consequential loss. Lantra accepts no liability for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error occurs. Complaints regarding reproduction of printed Advertisements must be received in writing within one calendar month of the cover date.

16. Lantra accepts no responsibility for the quality of reproduction of any photograph supplied by the Buyer, its agents or servants.

### Cancellation or suspension

17. Cancellation or suspension of an Advertisement by the Buyer must be received in writing by Lantra within the period specified by the appropriate Medium. Periods for acceptance of cancellation or suspension vary in accordance with differing production requirements.

18. Lantra reserves the right at any time to cancel any order or to omit or suspend an Advertisement at any time for good reason, without liability to the Buyer or the Advertiser and shall notify the Buyer as soon as possible. If such omission or suspension is due to the act or default of the Buyer, the Advertiser or their

respective servants or agents, then the Buyer shall pay for the Advertisement in full notwithstanding that the Advertisement has not been published.

### **Buyer's Warranties and Indemnities**

19. The Buyer warrants that the Advertisement does not contravene the British Code of Advertising Practice and is not in breach of any relevant legislation, including the Equality Act 2010, the Obscene Publications Act and any other legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific Advertisers, products or services.

20. If any Advertisement submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, the Buyer warrants that the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.

21. The Buyer will indemnify and hold harmless Lantra from and against any claim that the Advertisement infringes the copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person. Lantra reserves the right to cancel any order and to withdraw and/or refuse to publish an Advertisement without liability to the Buyer or the Advertiser if it reasonably believes that the Advertisement may make Lantra or the Advertiser liable to any complaint, claim or proceedings or might otherwise bring Lantra into disrepute.

22. The Buyer is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates and will indemnify and hold Lantra harmless accordingly.

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### **PRINT ADVERTISING**

23. Copy must be supplied by the Buyer without application from Lantra. If copy instructions are not received by the agreed date, no guarantee can be given that any agreed proofs will be supplied or corrections made and Lantra reserves the right to repeat the most appropriate recent copy or omit the Advertisement. Where a layout or proof is submitted to the Buyer, it must be returned on the date specified and Lantra reserves the right to publish the Advertisement in the same form as any layout or proof submitted if the layout or proof is not returned on the date specified. In any of these cases, the total price of the order will remain unaltered.

24. If, at its discretion, Lantra considers it necessary to modify the space or alter the date or position of the Advertisement or make any other alteration to an Advertisement accepted for insertion, the Buyer will have the right to cancel the publication of the Advertisement if the alterations requested are unacceptable.

25. Where an Advertisement has been accepted by Lantra and includes inserts Lantra reserves the right to charge the full price if the inserts fail to arrive at the agreed time and place for insertion.

26. Charges will be made to the Buyer where printers are involved in extra production work owing to acts or defaults of the Buyer or the Advertiser.

27. All gross display Advertisement rates are subject to the current Advertising Standards Board of Finance ('ASBOF') levy payable by the Buyer. Where an order is placed by a Buyer who is an advertising agency, the Buyer will be responsible for paying the levy to ASBOF. Where an Advertiser places advertising direct, Lantra reserves the right to add the ASBOF levy to its gross rate and pass this direct to ASBOF.

### **ONLINE ADVERTISING**

31. The Buyer must deliver complete creative content to Lantra at least 2 working days prior to the intended go-live date in a format which complies with Lantra's online ad formats for such content. To cancel or alter an order the Buyer must inform Lantra by e-mail ([online@lantra.co.uk](mailto:online@lantra.co.uk)), at least 2 working days before 9am on the go-live date. Otherwise, Lantra may not be able to achieve the specified go-live date but the Buyer must pay the full amount irrespective of whether any delivery target for impressions have been met. If the Buyer submits its copy late than Lantra reserves the right to publish the Advertisement at a time of its choosing.

32. If the Buyer is supplying creative content or change of creative to be used in rotations, in the form of a redirected advertisement, the Buyer must inform Lantra in advance.

33. If an Advertisement links to another site, the Buyer is responsible for maintaining the link and for the content of the linked site. Lantra may remove any Advertisement which contains content or links to a site which, in Lantra's opinion, is defamatory or objectionable or will bring Lantra into disrepute. The Buyer will indemnify Lantra from and against any claims or liability arising from links contained in an Advertisement.

34. Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant Lantra Site. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any Lantra Site or enables the Buyer or any third party to serve such users with any advertising other than the Advertisement.

35. If an Advertisement is supplied which does not comply with these terms and conditions or Lantra receives complaints regarding an Advertisement, Lantra may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer.

36. The Buyer's sole remedy if Lantra, or its third party subcontractors who may host and serve Advertisements from time to time, make an error in displaying any Advertisement is the cost of re-running the relevant Advertisement. Neither Lantra nor its subcontractors shall be liable for failure to display the Advertisement caused by circumstances outside their control.