

## Conditions of acceptance of advertisements by Quartz Communications Ltd

All advertisements published by Business East Midlands (BEM) or Business West Midlands (BWM) or any associated magazines to that of Quartz Communications Ltd by or on behalf of an advertising agency or any other person, partnership or company ("Business East Midlands (BEM) or Business West Midlands (BWM)" which expression shall include its successors, assignees, executors and personal representatives as the case may be) are published and accepted by Business East Midlands (BEM) or Business West Midlands (BWM) ("the Proprietors" which expression shall include its successors, assignees, sub-contractors or agents) subject to the following conditions:

(1) The Proprietors reserve the right to omit or suspend where reasonably necessary publication of any advertisement, notice, order or any part thereof without giving notice of their intention to do so, but the Proprietors shall endeavour to give such notice where reasonably possible.

(2) The Proprietors have no responsibility whatsoever for any loss or expense or claim occasioned to Business East Midlands (BEM) or Business West Midlands (BWM) or any third party by the non-insertion of any advertisement or by any errors or omission in any advertisement.

(3) Whilst every effort will be made to meet Business East Midlands (BEM) or Business West Midlands (BWM) requirements, the Proprietors reserve the right to hold over the publication of any advertisement without notice and to publish any advertisement so held over in a subsequent issue of the publication in which such advertisement was instructed. The Proprietors also reserve the right to alter any advertisement if necessary without consulting Business East Midlands (BEM) or Business West Midlands (BWM) in order that such advertisement might conform to the Proprietors' standards of decency, taste and other relevant matters laid down in any relevant code of practice, the Proprietors' current self imposed standards or any other mandatory rules applicable.

(4) Business East Midlands (BEM) or Business West Midlands (BWM) is responsible for checking that the first insertion in a series of advertisements is published in accordance with the Advertiser's wishes.

(5) The Proprietors are not obliged to stop or cancel any advertisement unless they receive the requisite notice to do so which notice is to be followed by notice in writing, the said verbal and written notice to be received by them not less than 28 days prior to the proposed publication of the advertisement which the Advertisers or Advertiser wishes to stop or cancel.

(6) In the case of advertisements to be published at the instance of an advertising agency, the terms of the standard Agreements of Recognition between an advertising agency, which instructs an advertisement, and the Periodical Publishers Association Ltd are deemed to be incorporated herein.

(7) Payment of advertising agency invoices to be made as per the Periodical Publishers Association Ltd terms for recognised agencies. All other advertisers must pre-pay unless credit has been approved. Standard credit terms are 7 days from the date of invoice unless amended by prior agreement. The maximum credit term will be 20 days from the date of invoice.

(8) Payments received beyond our agreed credit terms will be subject to an interest charge of 8% above the bank base rate on the entire amount including any VAT, as permitted under the Late Payment of Commercial Debts (Interest) Act 1998. We also reserve the right to charge an additional fixed late payment fee of £50 to cover our administrative costs.

(9) All advertisements must not contravene the provisions of any applicable law including without limitation the Trades Description Act 1968, the Consumer Credit Act 1974, the Sex Discrimination Act 1975 or the Business Advertisements (Disclosure) Order 1977 and must comply with the British Code(s) of Advertising Practice as any of the same may be amended or re-enacted from time to time.

(10) The Advertiser will free and relieve and indemnify the Proprietors of and against any claim or awards whatsoever made against the Proprietors in connection with the publication of any advertisement placed by the Advertiser including any costs or expenses (including legal and judicial expenses) incurred by or on behalf of the Proprietors in connection with such claim or awards.

(11) The Proprietors reserve the right from time to time to alter these Conditions. The Proprietors shall endeavour to give notice to any Advertisers likely to be affected thereby.

(12) Should any Court, competent Tribunal or authority find any of these conditions unenforceable for any reason, the remaining provisions shall be enforceable. Should any other exclusion or limitation of the liability of the Proprietors contained herein be found by any such Court to be unenforceable, the Proprietors' liability in the respect of any breach hereof giving rise to damage (other than personal injury or death) shall be limited to the charges to be levied for the placing of the advertisement in question.

(13) The Proprietors cannot and do not accept any liability (beyond the price for any advertising) for any economic or consequential loss including loss of profit arising from any breach of these Conditions or from any negligence on the part of the Proprietors.

(14) Each of the foregoing conditions shall be separate and severable.

(15) These Conditions and any agreement to which they apply shall be subject to the Law of England & Wales and the exclusive jurisdiction of the English Courts but the Proprietors are entitled, at their sole discretion, to take action in any other competent jurisdiction.