

City Matters ADVERTISING TERMS

1. DEFINITIONS

In these Terms and Conditions, the following expressions shall, unless the context otherwise requires, have the following meanings:

“Advertisement” means material that the Buyer requests to be published by City Matters;

“Advertiser” means the advertiser of the product or service referred to in the Advertisement;

“City Matters” means City Matters, a division of City Publishing Ltd, 12 Pinchin Street, London, E11SA (Company Number 10821315);

“Buyer” means the person placing the order for publication of the Advertisement with City Matters (whether it be the Advertiser or the Advertiser’s advertising agency or media buyer or other third party);

“Campaign End Date” means the last date for publication of the Advertisement;

“Campaign Start Date” means the earliest date for publication of the Advertisement;

“Campaign Window” means the period between the Campaign Start Date and Campaign End Date (inclusive);

“Fee” means the sum payable by the Buyer in respect of the Advertisement;

“Rate Card” means City Matters’ rate card in effect at the time of the advertisement being placed;

“Terms” means these terms and conditions;

“Technical Specifications” means, for online display advertising, City Matters technical specifications for such online display advertising; and

1.2 Words in the singular include the plural and in the plural include the singular. Headings do not affect the interpretation of these Terms.

2. APPLICATION OF TERMS

2.1 The contract between the Buyer and City Matters shall be on these Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer/Advertiser purports to apply under any purchase order, confirmation of order, specification or other document). Any variation to these Terms shall have no effect unless expressly agreed in writing and signed by both parties.

2.2 No contract shall subsist between the Buyer and City Matters until a written acknowledgement is issued by City Matters or (if earlier) City Matters publishes the Advertisement.

3. PAYMENT

3.1 Payment in respect of the advertisement, including any associated production, late copy is due in advance of publication except where the Publisher has confirmed its agreement in writing to allow credit to the Buyer.

3.2 Failure to pay any invoice by the due date will result in cancellation of credit facilities. A commission of 10 per cent is allowed to all advertising Agents recognised by the Newspaper Publishers Association.

4. GRANT OF LICENCE

The Buyer hereby grants to City Matters a worldwide licence to: (i) reproduce, display and transmit the Advertisement in all formats (whether now known or otherwise) including without limitation in electronic, digital, website, print, and all other media, and to permit readers of its publications and users of its website(s) to access the Advertisement and (ii) use screen grabs of the Advertisement in order to enable City Matters to market and advertise itself and the services which it provides.

5. DEADLINE FOR SUBMISSION OF ARTWORK AND/OR COPY

The Advertisement and all artwork and copy must be received by City Matters by email no less than three working days prior to the Campaign Start Date and must comply with the Artwork Specifications. It is the responsibility of the Buyer to check the correctness of the Advertisement and City Matters accepts no liability for any error in an Advertisement.

6. REJECTION, CANCELLATION, CHANGES

6.1 City Matters shall not be bound by any notification of cancellation of the Advertisement unless it is in writing and received by City Matters at least 30 working days prior to the Campaign Start Date.

6.2 City Matters may, in its sole discretion, accept a written notice of change to the Advertisement or positioning of the Advertisement from that detailed in the Insertion Order (“Campaign Change”) received less than 15 days prior to the Campaign Start Date subject always to Clause 5 above. In such event, City Matters and the Buyer shall agree a revised Fee.

6.3 City Matters may in its sole discretion decline to publish, omit, suspend, or remove the Advertisement or require the Advertisement to be amended at any time or change the position of any Advertisement otherwise accepted for insertion.

6.4 Buyers may make cancellations for newspaper advertisements and spaces by giving notice 30 working days prior to the date of insertion. All notice of cancellations must be given both verbally to the relevant Advertisement Department and also in writing to the same.

6.5 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.

7. BUYER’S WARRANTIES

The Buyer warrants that:

(a) the Buyer contracts with City Matters as a principal notwithstanding that the Buyer may be acting as an agent for the Advertiser;

(b) the publication of the Advertisement by City Matters as originally submitted or as amended pursuant to Clause 6 will comply with the Artwork Specifications;

(c) the Advertisement will comply with all applicable laws and regulations and industry codes of practice and will not contain any material which is defamatory or obscene and will not breach any contract or violate or infringe any copyright, trademark or other rights of any third party and the Advertisement and any linked website/area/information will not render City Matters liable to any proceedings in respect of the same;

(d) the Advertisement will not contain any virus, worm or Trojan horse;

(e) in respect of any Advertisement submitted for publication which contains the name and pictorial representation of any living person, the Buyer has obtained the authority of such person to make use of such name, representation and/or copy;

(f) in relation to any investment Advertisement, the Advertiser is, or the contents of the Advertisement have been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 (or any act replacing such Act) or the Advertisement is otherwise permitted under the Act or any law or regulation which supplements or replaces that Act;

(g) where the Buyer is the Advertiser's advertising agency or media buyer, that it is authorised to place the Advertisement;

(h) all information submitted by the Buyer or the Advertiser to City Matters is true and accurate; and

(i) all advertising copy submitted to the Publisher is legal, decent, honest, and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.

City Matters may, without derogation from the warranties contained in clause 8, 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 City Matters or the Buyer or the Advertiser or (ii) to avoid infringing a third party's rights, the British Code of Advertising Practice 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.

8. COMPLAINTS

No complaint, claim or query by the Buyer or Advertiser (whether in relation to the Advertisement, an invoice or otherwise) shall affect the liability of the Buyer to pay the Fee in accordance with Clause 3.

9. LIABILITY OF CITY MATTERS

9.1 City Matters shall not be liable for any indirect or consequential loss or for any loss of profits, business, goodwill, anticipated savings, information or data or business interruptions whether arising out of negligence, breach of contract or otherwise and whether or not City Matters was advised of the possibility of such loss by the Buyer or any third party.

9.2 City Matters shall not be liable for any loss of copy, artwork, photographs or other materials. 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, City Matters 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 City Matters 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. Without prejudice to the City Matters' entitlement to be paid for the advertisement as published, the City Matters' 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 City Matters' charges for that and all other advertisements. The Buyer shall not be entitled to withhold payments by reason of any alleged minor defect. No claim will be considered on colour or mono reproduction unless the Buyer has supplied material in accordance with the Publisher's specifications. The mono specification is set out on the Rate Card, the colour specification is available on request.

9.3 In no circumstances shall the total liability of City Matters exceed the Fee for the Advertisement in question.

10. BUYER'S INDEMNITY

The Buyer shall indemnify City Matters and 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 Buyer's representations, warranties or obligations herein contained or implied bylaw.

11. GENERAL

11.1 The copyright in all artwork, copy and other material which City Matters or its employees or contractors has originated or reworked shall vest in City Matters.

11.2 No waiver by City Matters shall be effective unless in writing and shall apply only in relation to the matter in respect of which it was specifically given.

11.3 Buyer may not assign, transfer or sell any of the rights granted hereunder without City Matters' prior written consent. City Matters may at any time assign, transfer or sell any of its rights under this Agreement without Buyer's consent.

11.4 A person who is not a party to the contract between the Buyer and City Matters has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

11.5 The placing of an order in respect of an advertisement shall amount to an acceptance of these conditions. All order forms and similar documentation are to be, and are to be deemed to be, procedural only and have no effect on these conditions unless they are specifically drawn to the attention of the relevant Advertisement Manager or their immediate deputy in writing.

11.6 These conditions shall apply to each contract for City Matters' publication of an Advertisement together with such additional matter (if any) as may be set out elsewhere. Telephone reservations for space shall be treated in all respects as written orders, and all conditions including those relating to cancellation periods will apply as though the orders were in writing at the time of the telephone order.

11.7 These Terms and any contracts made hereunder shall be construed and governed by English law and the parties submit to the exclusive jurisdiction of the English law.

12. ARTWORK

12.1 From time to time City Matters may be asked to create artwork on behalf of an Advertiser. City Matters creative team will provide such artwork, which City Matters will ask for approval of by email. City Matters artwork production includes three amendments from creative supplied to initial brief. Any further amendments are chargeable at £100 per hour. City Matters will not charge for corrections or additions as a result of City Matters errors.