



Advertisers Terms & Conditions

Advertiser Terms and Conditions for advertising contracts with FISITA (UK) LIMITED, a company incorporated in England and Wales with company number 03572997 whose registered office is at Unit 29, M11 Business Link, Stansted, Essex CM24 8GF (“FISITA”).

1. DEFINITIONS

1.1. The definitions and rules of interpretation in this condition apply in the Contract:

‘Advertisement’	means advertising messages to be displayed on a website, brochure, email or otherwise;
‘Advertiser’	means the person booking the advertising space including advertising agents and independent media buyers;
‘Cancellation’	means cancellation of either all or part of the remaining unperformed part of the Contract unless the context of the relevant condition makes it clear that cancellation of only a specific insertion(s) is referred to.
‘Contract’	means a legally binding booking accepted by the Publisher in accordance with Condition 2 for publication of an Advertisement;
‘Copy’	means all material provided by an Advertiser with the intention that such material should appear on the Publisher’s online property;
‘Publisher’	means FISITA (UK) Limited

1.2. All advertising orders are subject to these terms and conditions (“these Conditions”) which shall apply to the exclusion of all other terms and conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by the Publisher. Any other terms or conditions sought to be imposed by the Advertiser are expressly excluded.

1.3. Advertising agents and independent media buyers shall for the purpose of these Conditions act as principals on their own behalf for all purposes connected herewith. of a Contract.

2. SUBMISSION AND PUBLICATION OF ADVERTISEMENTS

2.1. A Contract is made only by the Publisher’s acceptance of the Advertiser’s order as effected by the Publisher issuing and receiving a signed Booking Form.

2.2. All orders are accepted subject to acceptance of Copy by the Publisher, as indicated in Condition 5.

2.3. It is the Advertiser’s responsibility to check the correctness of the Advertisement. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, codes of practice and is not an infringement of any other party’s rights. The Advertiser hereby grants a world-wide non-exclusive, fully paid licence to reproduce and display the Advertisement (including all contents, trademarks and brand features contained therein). The Advertiser will indemnify the Publisher fully for all

costs, expenses, damages or liability whatsoever (including legal costs and awards ordered against the Publisher) in respect of any claim made against the Publisher arising from the Advertisement or its publication or as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law.

- 2.4.** The Advertiser warrants that all copy submitted to the Publisher (and any linked website) is legal, truthful, honest and decent and complies with all relevant regulations under the remit of the Advertising Standards Authority.
- 2.5.** The Publisher reserves the right in its absolute discretion to require the Advertiser to amend any artwork, materials or copy for and relating to any Advertisement or to cancel any Contract or to omit or suspend an Advertisement (for example if it is libelous, unlawful, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or its servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the space reserved for the Advertisement in full notwithstanding that the Advertisement has not appeared. Such cancellation, omission or suspension shall be notified to the Advertiser as soon as reasonably possible.
- 2.6.** All contents of Advertisements are subject to the Publisher's approval. The Publisher does not undertake to review the contents of any Advertisement and any such review of and/or approval by the Publisher will not be deemed to constitute an acceptance by the Publisher that such Advertisement is provided in accordance with these Conditions nor will it constitute a waiver of the Publisher's rights hereunder. The Publisher reserves the right at any time in its absolute discretion to either:
 - 2.6.1.** reject or cancel any Advertisement, Order, URL link, space reservation or position commitment; or
 - 2.6.2.** remove any Advertisement from any of the Publisher's properties or any page.
- 2.7.** Except as otherwise expressly provided, positioning of Advertisements within the Publisher's properties or on any page is at the sole discretion of the Publisher, and the Publisher will not be prohibited from also carrying Advertisements for any product or business competitive to the product or business of the Advertiser.
- 2.8.** The Publisher does not warrant the date or dates of insertion of the Advertisement(s) and does not warrant that the Advertisement(s) will not be displayed after the end date specified. However, the Publisher will use reasonable efforts to comply with the Advertiser's wishes in these regards.
- 2.9.** Complaints concerning mistakes or problems with the production on the website must be received in writing by the Publisher not more than 14 days after the first publication of the Advertisement, failing which the Advertisement shall be deemed to be accepted by the Advertiser.

3. LIABILITY

- 3.1.** The Publisher will exercise reasonable care and skill in the handling and publishing of the Advertisement but where the Advertisement is not published in the manner specified in the Contract, whether through any failure (technical or otherwise) or negligent act or omission on the part of the Publisher or any third party, the Publisher's liability will be limited (at the option of the Publisher) to either:
 - 3.1.1.** publishing the Advertisement (or a replacement Advertisement if provided by the Advertiser)
as soon as is reasonably practicable in the period following the period during which the Advertisement
was scheduled to run; or

- 3.1.2.** refund to the Advertiser that proportion of the amounts paid which relate to those Advertisements which were not provided or, if the relevant amounts were not paid by the Advertiser, agree that such amounts will not be due or payable.

The Publisher shall not be liable for any indirect, special or consequential loss or damage or loss of profit arising from any failure to publish an Advertisement as agreed with the Advertiser, including, but without limitation, any late or incorrect publication, any non-publication or inaccurate reproduction of the Advertisement, whether caused by the Publisher's error or negligence or by any reason whatsoever.

- 3.2.** The Publisher shall not be liable whatsoever in respect of any error or omission in respect of publishing the Advertisement which is not notified to the Publisher in writing within one month of the actual publication date of the Advertisement.

4. CANCELLATION

- 4.1.** The Advertiser may cancel any Contract in accordance with the agreed terms at the time of booking or, if no terms agreed, eight weeks prior to the agreed date of publication of the Advertisement. Cancellation will be effective when written notice is received by the Publisher. The Publisher may cancel any Contract five working days prior to the agreed date of publication of the Advertisement.
- 4.2.** If the Advertiser fails to provide the Publisher with written notice of cancellation of the Advertisement by the relevant deadline, the Advertiser shall remain liable for payment of the Advertisement.

5. COPY

Copy must be supplied by the Advertiser to the Publisher by the last day for receiving Copy as stated by the Publisher, failing this, the Publisher cannot guarantee that proofs will be supplied or corrections made. If Copy instructions are not received by the last day for receiving Copy the Publisher reserves the right in its absolute discretion to repeat Advertiser's existing Copy in its possession where appropriate or where the Publisher does not hold any Copy to omit the Advertisement and to charge for the space reserved.

- 5.1.** For all Copy supplied, the Advertiser must adhere to the specification issued by the Publisher. In the event that the Advertiser's files do not comply with the specification, the Publisher reserves the right in its absolute discretion to reject the Copy and the Advertiser will be asked to re-supply. If, due to technical, time or other reasonable constraints, the Publisher has to repair or rectify the file, the Publisher may (at its discretion) notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect.
- 5.2.** Copy supplied to the Publisher by electronic means must be free from software viruses or any other malicious computer code or corruption which will harm the Publisher's computer systems.
- 5.3.** Advertiser's property, originals, artwork, type, mechanicals, positives etc are held by the Publisher at the owner's risk and should be insured by the Advertiser against loss or damage from whatever cause. After performance of the Contract relating to such materials, the Advertiser shall be responsible for collecting all such materials which it requires from the Publisher's premises, failing which, the Publisher reserves the right to destroy all artwork, film, copy or other materials which has been in its possession for more than three months and no liability shall be attached to the Publisher in respect of such destruction.

- 5.4. All gross advertising rates that are subject to the current Advertising Standards Board of Finance surcharge are payable by the Advertiser. Where orders are placed by an advertising agency or independent media buyer, the agency or media buyer will be responsible for collecting this surcharge and paying it to the Advertising Standards Board of Finance. Where the person booking the Advertisement is not an Advertising Agency or Independent Media Buyer the Publisher will calculate the appropriate surcharge at the current rate and pay this direct to the Advertising Standards Board of Finance. Without prejudice to the indemnity contained in Condition 2.4, the Advertiser will indemnify the Publisher for any claim made against it in respect of the non-payment by the Advertiser of such surcharges to the Advertising Standards Board of Finance.
- 5.5. Advertisements will be published to the representation as provided by file (or other accepted medium) by the Advertiser and the Publisher shall not be liable for any lack of clarity or other error in representation that results from the representation of the Advertisement as it was provided by the Advertiser. Reasonable standard charges will be made to the Advertiser where production work of any kind is required to put the Advertisements in a form suitable for publication for any reason and at any stage. The Publisher will notify the Advertiser of such charges in writing upon receipt of advertising Copy.

6. TERMS OF PAYMENT

- 6.1. Unless otherwise stipulated by the Publisher, payment must be made in accordance with the terms stated on the invoice.
- 6.2. If the Advertiser defaults in making payment of any sums by the due date, the Publisher reserves the right to require immediate payment for all Advertisements booked by the Advertiser (failing which the Publisher shall be entitled to terminate the Contract forthwith by written notice to the Advertiser).
- 6.3. The Advertiser shall not set-off or claim to set-off for any reason whatsoever any sum or amount whether in dispute or agreed which may be payable by the Publisher to the Advertiser against any sum or amount whatsoever payable by the Advertiser to the Publisher.
- 6.4. Any queries concerning an invoice must be raised via email to our Finance Department finance@fisita.com within 5 working days of the date of invoice.

7. GENERAL

- 7.1. The Advertiser expressly acknowledges that he has not relied on any representation made by or on behalf of the Publisher in entering the Contract.
- 7.2. The Advertiser may not assign or transfer any of its rights under these Conditions to any third party.
- 7.3. No person who is not a party to this Contract has any right under the Contracts (Right of Third Parties) Act 1999 to enforce any part of this Contract.
- 7.4. The Publisher and the Advertiser warrant that they will duly observe all their obligations under the Data Protection Act 2018 and other applicable laws concerning the protection of personal data.
- 7.5. These Conditions shall constitute the entire agreement between the parties with regard to its subject matter and shall supersede all prior understandings, commitments and undertakings that either party may have given.
- 7.6. Where the Advertiser for the purposes of these Conditions is an advertising agency, the Advertiser represents, warrants and undertakes that it has full authority to enter into the Contract on behalf of, and to bind, the company whose products or services are being promoted.

- 7.7.** The Publisher and Advertiser warrant that any information given to the other party which ought reasonably to be treated as confidential shall be treated as such and such information shall not be disclosed by either party without the prior written consent of the other.
- 7.8.** These Conditions and all other terms of the Contract shall be construed in accordance with the Laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.