

Garden Street Publishing Ltd

TERMS AND CONDITIONS OF SALE

1 Definitions and Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these conditions:

Advertising Services means all the advertising produced by the Company for the Client in its publications.

Client means the person, persons or company who purchases the Advertising Services from the Company;

Company means Garden Street Publishing Ltd

Contract means any contract between the Company and the Client for the sale and purchase of the Advertising Services, incorporating these conditions.

1.2 All other defined words or phrases shall have the meaning given to them when they first appear in that form.

1.3 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Words in the singular include the plural and in the plural include the singular.

1.5 Condition headings do not affect the interpretation of these conditions.

2 Application of Conditions

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Client's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's Advertising Services and any variation to these conditions and any representations about the Advertising Services shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Advertising Services by the Client from the Company shall be deemed to be to be an offer by the Client to purchase the Services subject to these conditions.

2.5 No order for the Advertising Services placed by the Client shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company, or in the absence of this by acknowledgement in writing that the order is accepted.

2.6 The Client shall ensure that the terms of its order for the Advertising Services and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order for the Advertising Services to the Client. Any quotation is valid for a period of 14 days only from its date, provided that the Company has not previously withdrawn it.

3 Advertising Services

3.1 The Client appoints the Company to carry out and the Company agrees to provide the Advertising Services to the Client in accordance with these conditions.

3.2 Details of distribution areas and dates are made in good faith by the Company, but can be amended without notice. Time/date of publication and or distribution is not of the essence.

4 Cancellation and Amendments to Work in Progress

4.1 The Client may request the Company to cancel the Advertising Services or amend any and all Advertising Services by doing so in writing. Cancellations will only be accepted in writing before 5.00pm on the 10th day of the month preceding the publication month of the publication. Publication month means the month in which the publication is delivered to households.

4.2 Cancellation fees. Cancellation of any order received in accordance with clause 4.1 before the first three separate monthly insertions have elapsed of any booking will result in a fee of 100% of the price for the first three insertions, less any of the insertions already paid for during the first three monthly insertions. Thereafter there will be no cancellation fee, providing that the conditions in clause 4.1 are adhered to.

5 Price and Payment

5.1 Unless otherwise agreed by a director of the Company in writing, the price for the Advertising Services shall be the price set out in the Company's quotation or acknowledgement of order. The invoice date is the due date.

5.2 Time for payment shall be of the essence. Invoices are due immediately on presentation unless other arrangements are made at the time of order and confirmed in writing by the Company.

5.3 No payment shall be deemed to have been received until the Company has received cleared funds.

5.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

5.5 The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Client.

5.6 If the Client fails to pay the Company any sum due pursuant to the Contract, the Client shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB, accruing on a daily basis until payment is made, whether before or after any judgment.

6 Value Added Tax

6.1 VAT will be included and itemised separately on Company invoices, where appropriate, at the rate prevailing from time to time.

7 Copyright

7.1 All copyright and other intellectual property rights subsisting in the Company Materials and the Advertising Services shall be owned by the Company.

7.2 For the avoidance of doubt, the Company Materials shall be owned by the Company and, upon termination of the Contract in accordance with condition 11, shall be delivered up to and remain in the possession of the Company.

8 Indemnity

8.1 The Client will indemnify and hold the Company, its officers, employees and agents harmless from and against all liabilities, costs, damages, claims or expenses which the Company incurs or suffers as a result of any unauthorised use of the Company Materials by the Client.

9 Limitation of Liability

(a) the Company shall not be liable for:

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss of corruption of data or information; or
- (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for such Advertising Services.

10 Termination

10.1 The Client may terminate these conditions by service of notice in accordance with condition 4.1.

11 Force Majeure

11.1 Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, civil unrest or riot, tempest or other event beyond the reasonable control of either party.

12 Entire Agreement

12.1 The Contract constitutes the whole agreement between the parties and supersedes

all previous agreements between the parties relating to its subject matter.

12.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as expressly provided in the Contract.

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