

In these conditions "Advertiser" means the Agency or the Client if a Booking is made by the Client direct. "Agency" means the person, firm, or company engaged by the Client to select and purchase advertising space on its behalf and includes its successors in title and assigns; "Booking" means all booking of advertisements; "Client" means the person, firm or company wishing to advertise products and/or services in the Publication and includes its successor in title and assigns; "Copy" means any advertising materials supplied by or on behalf of the client in the form intended for publication by Sussex Living Ltd; "Copy Deadline" means the date and time by which the Copy must be submitted to Sussex Living Ltd as stated by Sussex Living Ltd; "Publication" means the magazine specified by Advertiser; "Publication Date" means the date which the publication is made available for general circulation; "Sussex Living Ltd" means Sussex Living Ltd of 128 High Street, Hurstpierpoint, West Sussex BN6 9PX; "Terms" means these Terms & Conditions. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

- 1 Subject to cl. 2, any Booking made by Advertiser will be on the Terms set out in this document. By making a Booking Advertiser accepts in full these Terms in respect of the Booking and in respect of any further Booking made by the Client and/or Agency. These Terms shall apply to all Booking made by telephone, letter, facsimile, e-mail or any other means.
- 2 These Terms are an invitation to treat and as such do not constitute a binding offer to enter into a contract. Any Booking made by Advertiser will upon receipt by Advertiser of Sussex Living Ltd's Order Acceptance document create a binding contract between Sussex Living Ltd and Advertiser.
- 3 Advertiser shall deliver the Copy to arrive at Sussex Living Ltd by the Copy Deadline, such copies to be produced in any format that conforms to Sussex Living Ltd's requirements as notified by Sussex Living Ltd to Advertiser. Sussex Living Ltd reserves the right to charge for production work and any other additional work that Sussex Living Ltd may be required to undertake.
- 4 Sussex Living Ltd may in exceptional cases and at its own discretion accept Bookings and Copy after the Copy Deadline. Such acceptance shall not impose any obligation whatsoever on Sussex Living Ltd to accept any other Booking or Copy after the Copy Date.
- 5 At Sussex Living Ltd's discretion payments may be subject to a deduction for advertising agency commission at the rate agreed between the Client and the Agency up to 10% of the relevant invoice. Save for such commission there shall be no deductions or withholdings whatsoever. All sums shall be paid together with any VAT or other sales tax applicable.
- 6 Advertiser shall pay all invoices within the terms agreed. All sums shall be paid together with any VAT or other sales tax applicable.
- 7 Debt recovery costs and interest on overdue invoices shall accrue on any unpaid amounts from the date when payment becomes due to the maximum extent permitted by The Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations 2002 as amended, extended, consolidated or replaced from time to time.
- 8 In the event of late payment, Sussex Living Ltd reserves the right to waive any agreed discounts and other services such as online support.
- 9 Sussex Living Ltd shall be entitled to cancel any Booking without incurring any liability to Advertiser.
- 10 In no circumstance does the placing of any Booking convey the right to renew on similar terms.
- 11 In the event that Advertiser wishes to cancel any Booking it shall notify Sussex Living Ltd in writing.
- 12 Notification of cancellations, need to be received before the 10th of the month relevant to the issue we are working on. After this date a cancellation fee of 25% of the booking will be payable.
- 13 Subject to cl. 14 in the event that Advertiser terminates, cancels or fails to fulfil its obligations under a contract in which Sussex Living Ltd and Advertiser have agreed a time period in which Advertiser shall book an agreed number of advertisements at rates notified by Sussex Living Ltd to the Contacting Party, Advertiser loses the right to a series discount to which it may have been entitled. In such event, Advertiser shall pay to Sussex Living Ltd a sum in respect of each of the advertisements placed, such sum representing the difference between the rate agreed under the said contract and the rate that is applicable for the number of advertisements actually placed, such rate to be notified by Sussex Living Ltd to Advertiser.
- 14 Sussex Living Ltd reserves the right to increase the advertisement rates as notified by Sussex Living Ltd to Advertiser or to amend any terms agreed between the parties as to space for the advertisement. In such event Advertiser has the option of cancelling the Booking without incurring a cancellation fee.
- 15 Sussex Living Ltd shall be entitled to amend, edit, withdraw or otherwise deal with any Copy at its absolute discretion and without giving prior notice.
- 16 Advertiser warrants and undertakes that: a) all necessary licenses and consents for publication of any Copy have been obtained and, where applicable, paid for including (but not limited to) copyright in the Copy; b) no Copy nor any part of any Copy (including illustrations or quotations) infringes the copyright, trade marks or database rights or any other right of any third party; c) the publication or issuance to the public or any ancillary use of any Copy in the Publication will not infringe the copyright of any third party; d) no

Copy contains any obscene, indecent, defamatory or in any other way unlawful material and that all factual statements contained in the Copy are true and will not expose Sussex Living Ltd to civil or criminal proceedings; e) all Advertisement Copies supplied by Sussex Living Ltd comply with the British Code of Advertising, Sales Promotion and Direct Marketing, the Trade Descriptions Act and any other Acts of Parliament or regulatory code; f) due and careful enquiry has been made to ensure that nothing contained in the Copy may make its publication illegal or actionable for any reason;

- 17 Advertiser shall indemnify and shall keep Sussex Living Ltd indemnified against all actions, proceedings, costs, including without limitation legal costs, damages, losses, expenses, penalties, claims, demands and liabilities arising from either the publication of the advertisement or any breach of any warranties given by Advertiser in accordance with these Terms.
- 18 Sussex Living Ltd disclaims all liability for any loss or, damage, consequential or otherwise, occasioned by error, late publication or the failure of an advertisement to appear from any cause whatsoever.
- 19 In the event of any Copy not being received by the Copy Deadline, Sussex Living Ltd reserves the right to repeat the copy last used. In such event Sussex Living Ltd shall not be responsible for making any changes in that copy, unless these are confirmed in writing and in time for the changes to be made. Sussex Living Ltd reserves the right to charge for any additional expense involved in such changes.
- 20 Sussex Living Ltd reserves the right to destroy all material that has been in its (or its printers) custody for one year provided that Advertiser has not given instructions to the contrary. Sussex Living Ltd may exercise his right under this clause without giving further notice to Advertiser.
- 21 Sussex Living Ltd shall have the right to terminate any agreement between Sussex Living Ltd and Advertiser to which these Terms apply by notice to Advertiser if Advertiser either a) fails to make any payment due to Sussex Living Ltd by the due date and such failure continues for 15 days after the due date; or b) is in breach of any warranty or fails to comply with any of its material obligations under any agreement between the parties or these Terms and in either case does not remedy the same (if capable of being remedied) within 30 days of receipt of notice in writing from Sussex Living Ltd specifying the breach or failure and calling for the same to be remedied; or c) compounds or makes arrangements with its creditors or becomes insolvent or if any order is made or resolution passed for its liquidation, winding up or dissolution or if a receiver or manager or administrative receiver or administrator is appointed over the whole or a substantial part of its assets or of anything analogous to or having substantially similar effect of any such events shall occur under the laws of any applicable jurisdiction; or d) is unable to perform any of its obligations in circumstances set out in cl. 22 below for a continuous period of not less than 56 days.
- 22 Neither party shall be liable to the other in respect of any non-performance of its obligations by reason of any act of God, civil war or strife, act of foreign enemy, invasion, war, satellite failure, legal enactment, governmental order or regulation, industrial action, trade dispute, lock-out, riot or any other cause beyond their respective control provided always that in any such event the duration of the agreement between the parties shall be extended over which such event continues, but otherwise such event will not affect any obligation of Advertiser to purchase any number of advertising spots between Advertiser and Sussex Living Ltd.
- 23 The rights and conditions set out in these Terms shall not be assigned by Advertiser without Sussex Living Ltd's prior written consent.
- 24 Any notice or other information to be given by either party under these Terms shall be made by first class prepaid mail, facsimile transmission to the address above or to an e-mail address supplied by Sussex Living Ltd for the purpose for Sussex Living Ltd, and to the address or electronic e-mail address supplied by Advertiser to Sussex Living Ltd, and shall be deemed to have been communicated upon the date of actual delivery.
- 25 No waiver or any breach of any of these Terms shall be deemed to be a waiver of any other breach and no waiver shall be effective unless in writing.
- 26 No term or provision in these Terms shall be varied or modified unless agreed in writing and signed by the parties.
- 27 These Terms together with any other document incorporating these Terms shall constitute the entire agreement and understanding between the parties in relation to its subject matter. The parties acknowledge and agree that they have not relied on and shall have no right of action in respect of any representation, warranty or promise in relation to such subject matter unless expressly set out in this agreement save for such representation, warranty or promises made fraudulently.
- 28 These Terms or any agreement to which these Terms apply shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Court.
- 29 If you pass consumer instructions to us, you are releasing personally identifiable data to a third party for collection, which means you need consent from the individual in order to do that. Since getting their consent at the point you need it might be difficult, you will probably already have a debt collection rights clause in your terms and conditions with that individual. If this is not the case for any consumer debts you pass to us, please do let us know.