

# **CASH SAVER**

## ***Advertiser Terms and Conditions***

1. In these terms and conditions (the “Advertising Terms and Conditions”):
  - a. “The Publisher” means Haines Business Systems Ltd, of 144 Mercer Crescent, Helmshore, Rossendale, Lancashire, BB4 4DQ, and also at HBS Business Centre, 2-8 Commercial Court, Belfast, BT1 2NB, the publisher of Cash Saver, and all its associated off-shoots and brands, including the website;
  - b. “Buyer” means the person or organisation placing the order to insert the advertisement, whether such person or organisation be the advertiser of the product/service (“The Advertiser”) or the Advertiser’s advertising agency or media buyer;
  - c. An “Advertisement” means the matter to be published or separately inserted, whether that be in printed or electronic format.

The publisher offers the service of publishing advertisements in Cash Saver, whether that be in printed or electronic formats. These Advertising Terms and Conditions apply to Advertisements published in all titles managed by Haines Business Systems Ltd, including on-line electronic platforms.

### **The Buyer’s General Obligations**

2. The Buyer contracts with the Publisher as principal. Where the Buyer and the Advertiser are different persons, the Buyer warrants that it is properly authorised to place the Advertisement on behalf of the Advertiser.
3. The Buyer warrants that in relation to an Advertisement as submitted, or subsequently amended:
  - a. The reproduction and/or publication of such Advertisement will not breach any legislation, regulation (governmental or otherwise) or contract or infringe or violate any copyright, trademark, or other personal proprietary right of any person or render the Publisher liable to any proceedings whatsoever.
  - b. All advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the British Code of Advertising Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority, OFCOM or any other applicable body; and
  - c. In relation to any financial promotion 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 2000 (Financial Promotion) Order 2001 or that the Advertisement is otherwise permitted under that Act or related legislation.

4. The copyright for all purposes in all artwork, copy and other material, which the Publisher or its employees have originated or re-worked shall vest in the Publisher. The Buyer grants the Publisher a licence to reproduce in Cash Saver and its associated titles and websites all material not so vesting unless specifically agreed otherwise.
5. The Buyer agrees to check the correctness of the Advertisement. Any complaint, whether about the Advertisement (and of each individual Advertisement if part of a series) or the details contained in the invoice or email confirmation of booking (as the case may be) must be raised with the Publisher within 7 days of publication or receipt of invoice or email confirmation of booking (whichever is the earlier), and will not affect the liability for payment at the due time.
6. The Buyer will indemnify the Publisher and keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever incurred by the Publisher arising directly or reasonably foreseeably as a result of any breach or non-performance by the Buyer, or any of the representations, warranties or other terms herein contained or implied by law.
7. All material contained in Cash Saver, its associated publications and websites is published in good faith. The Publisher does not in any circumstances accept responsibility for the accuracy or otherwise of any Advertisement or message published or its compliance with any legal or regulatory requirements (nor is any kind of warranty expressed or implied by such publication). The Publisher specifically disclaims all and any liability to the Buyer, Advertisers, readers and users of any kind (other than death or personal injury caused by the Publisher's negligence or breach of statutory duty) for loss or damage of any nature whatsoever and howsoever arising, whether due to inaccuracy, error, omission or any other cause, and whether on the part of the Publisher or its employees or agents or any other person. Save in the case of death or personal injury caused by the Publisher's negligence or breach of statutory duty, under no circumstances shall the Publisher be liable to the Buyer or the Advertiser or any other party for any special, incidental or consequential damages of any kind, including, without limitation, those resulting from loss of sales, loss of goodwill, loss of profits, whether or not the Publisher was advised of the possibility of such losses. In all other respects, the Publisher's liability shall be limited to either
  - a. Placement of a new Advertisement the same or similar to the Advertisement booked in Cash Saver, its associated titles and websites; or
  - b. The amount paid or payable by the Buyer.
8. The Buyer agrees that the Publisher has no liability in respect of any box numbers and agrees not to use box numbers for sending original documents, goods or payments of any kind, nor for the distribution of

circulars. Box number replies will be collected only by the Buyer or the Buyer's nominee. An additional fee will be charged to the Buyer for use of a box number.

## The Buyer's Payment Obligations

9. Payment in respect of the Advertisement (including where relevant any associated production, late copy and box number charges) is due in advance of publication, except where the Publisher has confirmed its agreement in writing to allow credit to the Buyer, in which case payment shall be due:

- a. If the Buyer is a recognised agency under the Joint Recognition Scheme of the Newspaper Publishers Association and the Newspaper Society, no later than 2pm on the last working day of the month following that in which the Advertisement appeared; or
- b. In any other case, no later than 2pm on the last working day prior to the 16<sup>th</sup> day following the end of the month in which the Advertisement appeared.

Full details of each remittance under this clause are to be supplied to the Publisher by the due time. Payment shall mean:

- i. the receipt by the Publisher at its principal place of business (or elsewhere as may be directed) of cash or a cheque subsequently honoured or at the bank of monies transferred electronically or through the bank's Giro credit system, or
- j. payment by credit card which may be subject to an additional administration charge.

For the avoidance of doubt in determining the last working day of the month, only English bank holidays shall apply.

10. The Publisher shall provide an invoice for each print Advertisement in Cash Saver and its associated titles and an email conformation of booking for each advertisement placed on associated websites.

Liability for payment arises from the publication of the insertion/Advertisement. Further, all items on the statement or invoice are deemed to be payable; any errors or omissions must be communicated to the Publisher in accordance with clause 5 and in time to be rectified before the payment becomes due. Payment for the Advertisement shall be made whether or not the Buyer shall have provided the Publisher with an order number at the time the advertisement was booked.

11. The Buyer agrees to pay the Publisher in respect of each Advertisement for which payment is not made by the due time:

- a. The sum of £25 as an administration charge, and
- b. The interest on the amount paid late at the rate of four per cent above the base rate of Lloyds Banking Group Plc, accruing

from day to day (including the day on which payment was due) both before and after judgement.

Any such additional charge is payable within seven days following delivery of the Publisher's invoice particularising it.

## The Publisher's Obligations

12. The Publisher will endeavour to reproduce and prepare colour and mono Advertisements as requested but cannot guarantee that reproduction will meet its normal standards. In any event the Publisher shall have no liability where the Buyer has supplied material not in accordance with the Publisher's specifications as set out at the time of booking.
13. The Publisher may decline to publish, or omit, suspend, edit, change the position or require amendment of all or any part of any Advertisement accepted for insertion. The Publisher is not obligated to publish any Advertisement on a particular day or in a particular position. In respect of the latter, the Publisher will endeavour to place the Advertisement in the desired position, when the Buyer has paid an agreed premium for such an insertion. The Buyer accepts that premium rate insertions are sold on a first come first served basis. Where it is not possible to insert an Advertisement in the desired location, the next best location will be offered, and the rate incurred changed accordingly. The Publisher will only alter the location after seeking agreement with the Buyer. In circumstances where, after reasonable efforts have been made to contact the Buyer, it was not possible to secure agreement, the Buyer agrees that the Publisher has the right to decide where the advertisement shall be placed, and the Buyer agrees to pay the amended rate for the Advertisement.
14. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials. The Buyer warrants that it has retained copies and the originals of Advertisements.
15. The Buyer may cancel an Advertisement only in accordance with this clause 15. The Buyer's right to cancel depends upon whether he or she is a "Consumer" (as that term is defined in the Consumer Protection (Distance Selling) Regulation 2000 (the "Regulations")) or not (e.g. a "trade Buyer") as follows:
  - a. A "Consumer" Buyer as defined in the Regulations may cancel the placement of an Advertisement at any time up to the expiry of seven working days beginning with the day after the day on which the "Consumer" Buyer places its order for an Advertisement. However, the "Consumer" Buyer accepts that if the Publisher commences providing services in relation to the placing of an Advertisement prior to the expiry of such seven day cancellation period with the "Consumer" Buyer's agreement, the "Consumer" Buyer will lose his or her right to cancel. To simplify, the "Consumer" Buyer agrees that:

- i. In respect of print-only Advertisements, the Publisher will start to provide services by 4.30 pm, five working days prior to the publication of the Advertisement;
- ii. In respect of Advertisements including an on-line element, the Publisher will start to provide services as soon as the Advertisement is visible on-line.

In either case the “Consumer” Buyer accepts that he or she will not have any right to cancel the Advertisement unless the Publisher is notified prior to the commencement of service provision.

- b. A trade Buyer may cancel at any time between placing the order and by mid-day, five working days prior to the publication of the Advertisement.

Upon cancellation, the Buyer shall be entitled to a full refund. If the Buyer is deemed unable to pay its debts within section 123 of the Insolvency Act 1986, this may be treated as a cancellation.

16. Without prejudice to the Publisher’s entitlement to be paid, in the event of any error in the publishing of the Advertisement caused by the act or omission of the Publisher, the Publisher at its sole discretion may either re-insert the Advertisement or make a reasonable refund of or adjustment to the cost. No re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the Advertisement.
17. Although every effort will be made by the Publisher to provide the Buyer with an illustration of their Advertisement prior to publication, there is no obligation on the Publisher to supply voucher copies, tear sheets or other acceptable facsimile, illustrating publication and their absence shall not affect the Buyer’s liability for payment.
18. These Advertising Terms and Conditions apply to all Advertisements published in Cash Saver, its associated titles and websites.

## General

19. The Publisher may repeat the publication of the Advertisement on any other website or on any media now known or hereafter devised (including without limitation, print, electronic, or digitised versions) owned or operated by the Publisher, or any Haines Business Systems Ltd Group Company or any third party with whom the Publisher or any HBS group company has agreements.
20. To ensure the highest levels of customer service, telephone calls made to and from the Publisher may be recorded. From time to time, the Publisher or its associated companies may contact a Buyer in compliance with the Publisher’s Data Protection and Privacy Policy with details of products and services which may be of interest. The Buyer can write to us at the following address of the Buyer no longer wishes to be contacted or has any queries:

Customer Services  
Haines Business Systems Limited  
HBS Business Centre  
2-8 Commercial Court  
BELFAST  
BT1 2NB  
Northern Ireland

21. The placing of an order for an Advertisement amounts to an acceptance of these terms and conditions to the exclusion of any other terms and conditions. No variation shall be binding unless agreed in writing.
22. If any provision of these terms is held to be void or unenforceable in whole or in part, these terms shall continue to be valid as to the other provisions and the remainder of the affected provision. No waiver by the Publisher shall be effective except in relation to the matter in respect of which it was specifically given.
23. The Publisher may for its own benefit enforce in its own right any of these terms subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Except as provided by this clause, nothing in these terms is intended to confer on any person any right to enforce any provision of these terms which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
24. These terms shall be construed under and governed by the laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

## Changes to the Terms and Conditions

25. We reserve the right to change any of the Terms and Conditions (whether contained in these Terms and Conditions and the Privacy Policy) at any time. You acknowledge that by browsing Cash Saver, its associated publications and titles and our websites that you agree to the Terms and Conditions in their most current form.

A full copy of these Terms and Conditions can be obtained from any HBS Business Centre, from the address printed, below, or from the Cash Saver website and HBS Gym websites.

## Addresses for Correspondence

Haines Business Systems Ltd (Registered Office)  
144 Mercer Crescent  
Helmshore  
Rossendale  
Lancashire  
BB4 4DQ  
United Kingdom

HBS Business Centre (Northern Ireland)  
2-8 Commerical Court  
Belfast  
County Antrim  
BT1 2NB  
Northern Ireland

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