

TERMS AND CONDITIONS

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 classified directory “On Your Doorstep”;

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

Company means Community Publications Limited;

Company Material means all samples, drawings, descriptive matter, artwork, designs, photographs, software and all other material created by the Company for the Advertising Services;

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 the Chairman 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.
- 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 30 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.

4 Co-operation

- 4.1 The Client will give the Company clear briefings and ensure that all the facts given about the business for the Advertising Service are accurate.
- 4.2

4.3 For the avoidance of doubt, the Client will help the Company do this by making available to the Company all relevant information and co-operating with the Company.

5 Cancellation and Amendments to Work in Progress

5.1 The Client may request the Company to cancel the Advertising Services or amend any and all Advertising Services by providing 1 months notice of cancellation or amendment.

5.2 Subject to condition 5.1 the Company will take all reasonable steps to comply with any such request provided that the Company is able to do so within its own printing commitments or contractual obligations to any third party.

5.3 In the event of any such cancellation or amendment the Client will reimburse the Company for any charges or expenses incurred by the Company to which the Company is committed (for whatever reason). The Client shall also pay the Company's remuneration covering the cancelled or amended Advertising Services as well as any charges imposed on the Company by third parties arising from the cancellation or amendment.

6 Price and Payment

6.1 Unless otherwise agreed by 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.

6.2 Subject to condition 6.5, payment of the price for the Advertising Services is due in pounds sterling 7 days from the date of the first two invoices submitted to the Client and thereafter 30 days from the date of the invoice.

6.3 Time for payment shall be of the essence.

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

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

6.6 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.

- 6.7 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 HSBC BANK, accruing on a daily basis until payment is made, whether before or after any judgment.

7 Value Added Tax

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

8 Copyright

- 8.1 All copyright and other intellectual property rights subsisting in the Company Materials and the Advertising Services shall be owned by the Company.
- 8.2 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.

9 Indemnity

- 9.1 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.

10 Limitation of Liability

- 10.1 This condition sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- (a) any breach of these conditions;
 - (b) any representation, statement or tortuous act including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

- 10.3 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.
- 10.4 Subject to condition 10.2 and condition 10.3:
- (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.

11 Termination

- 11.1 The Client may terminate these conditions by service of notice in accordance with condition 5.1.
- 11.2 Either party may terminate these conditions forthwith by notice in writing to the other if the other party:

- (a) is in material breach of any of the terms of these conditions and, in the case of a breach capable of remedy, fails to remedy such breach within 30 days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or
- (b) (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
- (c) (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies; or
- (d) becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
- (e) has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets; or
- (f) ceases, or threatens to cease, to carry on business.

11.3 The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice and whether or not there is a period of notice, the Client shall pay all sums due in respect of work done and expenditure committed by the Company.

11.4

12 Survival of Obligations on Termination

The following clauses shall survive the end of the Term:

- Clause 8 Copyright and other intellectual property rights
- Clause 8 Ownership and custody of Company Materials
- Clause 9 Indemnity
- Clause 10 Limitation of liability
- Clause 19 Notices
- Clause 20 Applicable law

13 Waiver

13.1 The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to these conditions shall not be construed as a

waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

14 Force Majeure

14.1 14.1 Neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

15 Severance

15.1 If any provision of these conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of these conditions which shall remain in full force and effect. The parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

16 Assignment

16.1 Neither party shall assign, transfer, charge or deal in any other manner with these conditions or any of its rights under it without the prior written consent of the other party, such consent not to be unreasonably conditioned, withheld or delayed.

17 Third Party Rights

17.1 A person who is not a party to these conditions has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of these conditions

18 Entire Agreement

18.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

18.2 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.

18.3 Nothing in this condition shall limit or exclude any liability for fraud.

19 Notices

19.1 Any notice, invoice or other communication which either party is required by these conditions to serve on the other party shall be sufficiently served if sent to the other party at its address:

- (a) by hand;
- (b) by registered or first class post or recorded delivery; or
- (c) by facsimile transmission confirmed by registered or first class post or recorded delivery.

Notices sent by registered post or recorded delivery shall be deemed to be served 3 working days following the day of posting. Notices sent by facsimile transmission shall be deemed to be served on the day of transmission if transmitted before 4.00 p.m. on a working day, but otherwise on the next following working day. In all other cases, notices are deemed to be served on the day when they are actually received.

20 Governing Law and Jurisdiction

20.1 These conditions shall be governed by and construed in accordance with the law of England and Wales.

20.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England and Wales over any claim or matter arising under or in connection with these conditions or the legal relationships established by these conditions.