

Tank Storage MAGAZINE

Easyfairs UK Ltd

ADVERTISING TERMS AND CONDITIONS

1. Definitions & Interpretation

1.1 In these Terms and Conditions:

"Advertiser" means any person, firm or company whose goods or services are advertised.

"Advertisement" means any kind of promotional or advertising material (including, but not limited to, advertorial, classified, display and/or recruitment advertising) that is, as the case may be: (i) to be printed in a Print Publication and/or (ii) to be published or otherwise displayed by electronic means (including, but not limited to, banner, skyscraper, pop-up, leader, belly bands, cover wraps, tip-ons, inserts, button or other forms of online or electronic display advertising) via or as part of or in connection with any Online Publication as detailed in the Insertion Order provided by Easyfairs UK Ltd to the Advertiser.

"Advertiser Dependencies" means the Copy Deadline, together with any other obligations of the Buyer which Easyfairs may specify in connection with the proposed publication of the Advertisement (whether included in the Advertisement Confirmation, the Rate Card, the Insertion Order or otherwise) including, but not limited to, the delivery format and/or file configuration in which any copy for the Advertisement (whether for a Print Publication or an Online Publication) is to be supplied to Easyfairs.

"Buyer" means the person placing the order with Easyfairs for the publication of the Advertisement (including but not limited to the Advertiser's advertising agency or media buyer).

"Copy deadline" means, where applicable, the latest date, as shown on the Insertion Order, by which the Buyer is obliged to give Easyfairs full instructions and copy for carrying out the Buyers order.

"Insertion Order" means Easyfairs' written confirmation of the Buyer's order.

2. Booking of an Advertisement

(i) Booking of an Advertisement must be made on the Insertion Order provided by Easyfairs. Easyfairs may at its sole discretion accept contracts by purchase order, in writing, by telephone, by telex, or facsimile or accept a deposit payment in lieu or written contracts provided that these Terms and Conditions shall apply to any such contract and shall constitute the entire agreement between Easyfairs and the Buyer. Until the completed Insertion Order has been received and accepted by Easyfairs, Easyfairs has the right without giving notice to the Buyer to reallocate the Advertisement Space to another Buyer and the booking will be null and void.

(ii) Upon acceptance of the Insertion Order by Easyfairs there shall be a contract between Easyfairs and the Buyer to which these Terms and Conditions shall apply.

(iii) An advertisement order shall make clear the following details:

- a). Advertisement size
- b). Issue date
- c). Position of advertisement
- d). Advertisement cost

The position of an advertisement, where agreed with the client, shall be clearly stated on the sales order form. Where no particular position is agreed, that advertisement shall appear in a Run of Paper (ROP) position in the publication.

3. Payment

(i) Advertisements are usually prepaid prior to publication. The publisher reserves the right to refuse to publish an Advertisement where payment terms have not been agreed with the Advertiser. Payment is due within 30 days of receipt of invoice, unless otherwise stated.

(ii) The invoices of Easyfairs are payable in cash, net and without discount or deduction. The payments must be made by a transfer to the bank account number appearing on the invoices. Any dispute by the Buyer concerning an invoice must be made within eight days following the invoice date. Any such dispute shall not under any circumstances give the Buyer the right to suspend any payment obligation or any other obligation vis-a-vis Easyfairs. In the event of non-payment of an invoice by the due date, ipso jure and without prior notice moratory interest of 12% a year shall be payable as well as all other amounts due (even those for which the due date has not yet arrived).

(iii) If the buyer fails to pay Easyfairs invoice or is in breach of any obligation under these terms and conditions, Easyfairs shall be entitled to terminate its contract with the Buyer immediately (without prejudice to any other right or remedy available to Easyfairs under these terms and conditions or otherwise) and, without prejudice to Easyfairs' right to terminate its contract with the Buyer in such circumstances, the outstanding balance owed by the Buyer shall become due and payable immediately.

iv) Easyfairs reserves the right at its discretion and without notice to the Buyer to:

- (a) Charge the Buyer for any extra production and colour processing costs because of any act or omission by the Buyer to supply artwork, film, copy or other materials of sufficient quality
- (b) Change any matters shown on the Rate Card, including in particular (but not limited to), its scale of advertisement rates at any time.

4. Cancellation of an Advertisement

- (i) An Insertion Order or any other application cannot be withdrawn or changed unilaterally by the Buyer.
- (ii) Any withdrawal or unilateral change by the Buyer of its Insertion Order or any other application and any request made by a Buyer to reduce the Advertisement space shall be considered and treated as a cancellation.
- (iii) If the Buyer wishes at any time prior to publication to cancel or reduce the Advertisement space allocated to him, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to Easyfairs by recorded delivery post. For the avoidance of doubt Easyfairs shall not be obliged to accept the Buyer's notice of cancellation or reduction. The date of cancellation shall be the date Easyfairs notifies the Buyer that it accepts the Buyer's notice.
- (iv) Without prejudice to Conditions 4(i), (ii) and (iii), the following costs remain due on cancellation, and the Buyer acknowledges that these charges represent a genuine pre-estimate of Easyfairs losses:

Print advertising

- a) Notice of cancellation received 29 –42 days or more before first publication, 25% of total booking fee due
- b) Notice of cancellation received 15-28 days before first publication, 50% of total booking fee due
- c) Notice of cancellation received 0-14 days before first publication, 100% of total booking fee due

Digital advertising

- a) Notice of cancellation received 28 days or more before first display, 25% of total booking fee due
- b) Notice of cancellation received 8-27 days before first display, 50% of total booking fee due
- c) Notice of cancellation received 0-7 days before first display, 100% of total booking fee due
- (v) In the event that Easyfairs accepts the Buyer's notice of cancellation or reduction of its advertisement space, or in the event that Easyfairs terminates the contract with the Buyer for whatever other reason, Easyfairs shall have the absolute discretion (but without prejudice to any other right or remedy available to Easyfairs and without being under any liability to refund or reduce any payments due under these Terms and Conditions) to reallocate or resell the Advertisement space allocated to the Advertiser and to apply, from date of the contract between Easyfairs and the Buyer, cancellation charges equal to the amounts mentioned under paragraph 4(iv) above.

5. Buyers Obligations

The Buyer hereby warrants, represents and undertakes to Easyfairs that:

- a) In relation to any and all Advertisements the Buyer contracts with Easyfairs as principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser or in any other representative capacity;
- b) Should the Buyer change its name, trading style, identity, address, or should any other details disclosed by the Buyer to Easyfairs change, the Buyer must give written notice to Easyfairs within 5 Working Days of such change(s);
- c) Any and all other Advertiser Dependencies will be met and, unless otherwise agreed in writing by Easyfairs, all copy for any Advertisements will be delivered to Easyfairs in an approved digital format and/or file configuration and, in the case of an Advertisement to be published in a Print Publication, delivered prior to the Copy Deadline;
- d) The required advertising copy must be supplied by the Advertiser by the publication deadline. In the event of copy instructions or finished artwork not being supplied by the due date, the Publisher reserves the right to repeat the copy/artwork last used or alternatively publish only the name and address of the advertiser. In either case, the original total price of the order will remain payable. Any additional work to prepare the copy for publication may be charged for;
- e) The publication of the Advertisement by Easyfairs (either in the Print Publication or Online or both, as the case may be) in the form originally submitted by the Buyer (or as amended pursuant to Condition 6 below) will not breach any contract with a third party or infringe any copyright, trade mark or other proprietary right of any third party or otherwise be unlawful or render Easyfairs liable to any proceedings, claims, demands, costs or expenses or any other loss whatsoever;
- f) In the case of any Advertisement submitted for publication by the Buyer which contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person or any material by which any living person may be identified, the Buyer or the Advertiser has obtained the authority of that living person to make use of his or her name, identity, image, representation and/or copy;
- g) In relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Advertiser is, or its content have been approved by, an authorised person within the meaning of the Act or the Advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001 or under any other legislation subordinate to the Act;
- h) The Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Union) and applicable laws for the time being in force or applicable to the United Kingdom;
- i) All advertising copy submitted to Easyfairs 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;
- j) All instructions, artwork or other material submitted to Easyfairs by electronic means shall not contain software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, and shall not be corrupted;
- k) Any information supplied in connection with the Advertisement is accurate, complete and true;
- l) Where the Buyer is the Advertiser's agent, the Buyer is authorised by the Advertiser to place the Advertisement with Easyfairs and the Buyer will indemnify Easyfairs against any claim made by the Advertiser against Easyfairs arising from publication of the same; and
- m) The Buyer has retained sufficient quantity and quality of any artwork, film or other materials and copy relating to the Advertisement as Easyfairs shall not be liable for the loss of or damage to any of these items submitted to Easyfairs.

6. Advertisements: Copy, Alterations, Accuracy, Publication, etc

6.1 Notwithstanding Condition 5 above Easyfairs shall be entitled at any time to require the Buyer to amend any artwork, materials and copy for and relating to any Advertisement, or refuse (without notice) to publish any Advertisement for the purpose of:

- a) Complying with any legal or moral obligations placed on Easyfairs or the Buyer or the Advertiser; or
- b) Avoiding the infringement of (i) the rights of any third party or (ii) the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority or (iii) any other applicable law; or
- c) Meeting to Easyfairs reasonable satisfaction (i) the production and quality specifications stipulated on the Rate Card or (ii) any other Advertiser Dependencies.

6.2 Easyfairs reserves the right at its discretion and without notice to the Buyer:

a) To decline to publish, or omit, alter, suspend or change the position of any Advertisement otherwise accepted for insertion, or publication. However, Easyfairs will endeavour to comply with the reasonable and practicable wishes of the Buyer although Easyfairs does not warrant the date of publication or insertion, the wording, or the quality of the reproduction of the Advertisement; and

b) to destroy all artwork, film, copy or other materials submitted by the Buyer and which have been in Easyfairs' possession for more than six (6) months from the date of their last use by Easyfairs, unless specific written instructions have been received from the Buyer to the contrary.

6.3 All copyright and all other rights of a similar nature that are created or exist in material originated by Easyfairs in connection with the publication of the Advertisement remains vested in Easyfairs.

6.4 Advertisements: Online Publications

6.4.1 The Buyer shall submit copy for the Advertisement at least 48 hours prior to the intended go-live date. If the Buyer submits its copy late then Easyfairs reserves the right to publish the Advertisement at a time of its choosing.

6.4.2 If the Buyer is supplying creative content in the form of an Advertisement that links to another website the Buyer must inform Easyfairs in writing at least 2 Working Days prior to the intended go-live date.

6.4.3 If an Advertisement links to another website the Buyer is responsible for maintaining the link and for the content of the linked-to website. Easyfairs may remove any Advertisement which contains content or links to a website which, in Easyfairs' discretion, is (or is likely to be) defamatory or objectionable or otherwise likely to bring Easyfairs into disrepute. The Buyer will indemnify Easyfairs from and against any claims or liability suffered or incurred by Easyfairs arising in any connection from links contained in an Advertisement.

6.4.4 If Easyfairs receives complaints about the content of an Advertisement it may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer or Advertiser.

6.4.5 The provisions set out in this condition 4.4 apply in addition (save where the context expressly permits) and without prejudice to all other provisions set out in these terms and conditions.

7. Advertisements: Responsibility & Liability

7.1 The Buyer shall indemnify and keep indemnified Easyfairs against all proceedings, claims, demands, damages, costs, expenses or any other loss whatsoever arising directly or reasonably foreseeably as a result of (i) the publication of the Advertisement or (ii) any breach of the Buyer's obligations under these **terms** and **conditions** or implied by law.

7.2 With regard to the actual or intended insertion of an Advertisement in any Print or Online Publication Easyfairs shall not be responsible to the Buyer or liable for:

- a) Checking the correctness of the Advertisement in the form it is received from the Buyer;
- b) Any error in the Advertisement in the form it is received from the Buyer;
- c) The wording, representation, placement or quality of colour or mono reproduction of the Advertisement;
- d) The actual positioning or prominence of the Advertisement in a Print Publication and/or Online (as the case may be);
- e) The repetition of any error in an Advertisement ordered for more than one insertion;
- f) The distribution of the Print or Online Publication in a specific geographical area;
- g) The failure, corruption or malfunction of any system of electronic publication, whether by means of electronic storage, display or retrieval equipment or otherwise;
- h) Any order given by the Buyer in the nature of a "stop order" or cancellation or transfer of the publication of the Advertisement unless it is given to Easyfairs in writing in the case of an Advertisement to be published in a Print Publication, at least 28 Working Days before the copy deadline and, in the case of an Advertisement to be published in Online, at least 72 hours prior to the intended go-live date;
- i) Any loss whatsoever caused by delay or failure by Easyfairs to issue a Print Publication or Online Publication on the due date (or such other date of release, display or publication, as the case may be), or Easyfairs decision to suspend the Print and/or Online publication or cease the Print or Online publication altogether;
- j) The payment of any damages or other compensation for breach of contract because of Easyfairs' failure to perform any of its obligations under these **terms** and **conditions** if such failure is caused by anything beyond Easyfairs reasonable control (that is to say as a result of force majeure) including acts or threats of terrorism, strikes, lock-outs or other industrial actions or trade disputes, pandemic, epidemic or other widespread illness whether involving Easyfairs employees or those of any third party;
- k) any loss whatsoever caused as a consequence of any instructions, artwork or any other material relating to the Advertisement being submitted by the Buyer in electronic form that is in breach of the warranty at Condition 5(h) above;
- l) any matter of complaint, claim or query (whether in relation to the Advertisement, in which case Condition 7.3 shall apply, or Easyfairs invoice related thereto) unless raised with Easyfairs in writing within 5 Working Days following the publication of the Advertisement or at the date on which it is claimed the Advertisement was intended to appear, or the receipt by the Buyer of the invoice giving rise to it;
- m) Any failure of the Advertisement to meet or generate any target response levels or page impressions; and
- n) Any loss or damage howsoever arising due to the quality or reproduction of any photographs of files.

7.3 Subject to Condition 7.2, if an Advertisement contains an error caused by Easyfairs and this detracts materially from the Advertisement then provided the Buyer gives written notice to Easyfairs of the error in the Advertisement (as the case may be):

a) Within 5 Working Days of its publication or display in the case of a single order; or
b) Before either the Copy Deadline for its next insertion or subsequent go live date (as the case may be) in the case of a series order Easyfairs will at its discretion either:
c) Give the Buyer credit for the cost of the Advertisement containing the error; or
d) Publish the Advertisement for a second time without charge to the Buyer and to that extent such credit or re-publication (as the case may be) shall be Easyfairs' maximum liability to the Buyer. Such matter dealt with under this Condition 7.3 shall not affect the liability of the Buyer for payment by the due date of Easyfairs charges for the Advertisement and all other Advertisements.

7.4 Except to the extent specified in Condition 7.3, Easyfairs shall not be liable for any loss or damage suffered by the Buyer (or the Advertiser) as a result of any total or partial failure of publication, distribution or availability of any Print or Online Publication in which any Advertisement is scheduled to be included, or for any error, misprint or omission in the printing of any Advertisement.

7.5 The total liability of Easyfairs to the Buyer for any act or omission of Easyfairs, its employees or agents relating to any Advertisement shall not exceed the amount of the full refund of any price paid to Easyfairs for the Advertisement or the cost of a reasonably comparable further or corrective Advertisement. Without limiting the foregoing, Easyfairs shall not be liable for any (i) loss of profits, goodwill or business or (ii) indirect or consequential loss.

8. Defaults and Buyer's Insolvency

If the Buyer breaches or fails to perform or observe any obligations or restrictions set out in these Terms and Conditions, or if the Buyer becomes bankrupt, commits any act of bankruptcy, ceases to carry on business, goes into liquidation, or has a receiver, administrative receiver, manager or administrator appointed in respect of any of its assets or enters into any composition with its creditors generally or has a petition preserved for the making of an administration order or has an order made or resolutions made for it to be wound up (otherwise than in furtherance of any scheme for amalgamation or reconstruction) or undergoes any similar or equivalent process in any jurisdiction then Easyfairs shall be entitled without notice to the Buyer to terminate its contract with the Buyer forthwith and to resell or reallocate the Advertisement space allocated to the Buyer and the provision of paragraph 4 above relating to the cancellation of Advertisement space shall apply.

9. Assignment

The Buyer shall not be entitled to assign or delegate to a third party, any rights or obligations of the Buyer arising under these Terms and Conditions. Easyfairs shall be entitled to assign the benefit (subject to the burden) of its contract with the Buyer without notice to or consent from the Buyer.

10. Data

The Advertiser acknowledges and agrees that data submitted by it in connection with a Booking may be used for the purposes of updating the Advertiser's details on Easyfairs' databases and of compiling statistical information.

11. Entire Agreement

These Terms and Conditions contain the entire agreement between Easyfairs and the Buyer and may not be changed orally, but only in writing signed by a duly authorised representative of the party against whom enforcement of any waiver, charge, modification or discharge is sought.

12. Governing Law and Jurisdiction

These Terms and Conditions shall be constructed in accordance with English law and the Exhibitor hereby submits to the non-exclusive jurisdiction of the English courts.