

LONDON PROPERTY SOUTH PRINT & DIGITAL ADVERTISING TERMS & CONDITIONS

1 • DEFINITIONS (a) the “Advertiser” means the person or entity booking advertising space in London Property South (LPSouth) whether an advertising agency, brand owner or whomsoever. • (b) “Advertising Copy” means the advertising and promotional content (including any Sales Promotions as defined below) requested by the Advertiser to be published by LPSouth its Publication. • (c) “LPSouth” means London Property South of The Studio 170 Old York Road, London SW18 1SP • (d) “Digital Versions” means any LPSouth Publication as made available in an electronic format compatible with one or more handheld or tablet end-user devices (such as, without limitation, Kindles and iPads). (g) “Production Work” means any and all artwork, sketches, layouts, mock-ups, graphics, photography, processing or other work, work product, services and service product that the Advertiser may request LPSouth to perform or provide from time-to-time. • (h) the “Publication Date” means, in relation to each version of a LPSouth Publication (Print, Digital) the date(s) on which the relevant version is printed. • (i) “PDF Versions” means any LPSouth Publication as made available in a “static format” digital magazine issue (e.g. on ISSUU). • (j) “Publishing Deadline” means LPSouth’s deadline for receipt of any Advertiser’s Advertising Copy, as the same may be notified by LPSouth to the Advertiser in respect of each instance of publication of such Advertising Copy in a conventional, print-media LPSouth Publication. • (k) “Rates” means LPSouth costs and charges for the publication of Advertising Copy in LPSouth Publication, as evidenced in the LPSouth Rate Card in force at the relevant time • (l) “Technical Specifications” means LPSouth technical requirements for Advertising Copy provided by or on behalf of Advertisers from time-to-time.

2 • RATES & COSTS (a) Rates are quoted in the Rate Card exclusive of VAT and may be increased at any time upon 3 months’ written notice, “written notice” for these purposes to include notice posted on the web page as part of these Terms & Conditions. • (c) All rights, including all copyright, in any Production Work performed by LPSouth will vest in LPSouth and the Advertiser may use the same solely for the limited purpose of publishing the associated Advertising Copy in the relevant LPSouth Publications pursuant and subject to these Terms and Conditions. Where an Advertiser wishes to receive an assignment of rights in any Production Work then the same shall be subject to the written agreement of LPSouth (which it may grant or withhold in its absolute discretion and which may include the agreement of any further terms).

3 • ORDERS (a) Agents must disclose the name of their principals and nature of the advertised goods, services, Sales Promotions and Advertising Copy at time of booking. Any incomplete or misleading disclosure or failure fully to disclose, or any non-compliance of any matter with applicable regulation, entitles LPSouth to reject or cancel the order. • (b) The LPSouth Rate Card is not an offer to contract. A contract between

LPSouth and the Advertiser (and LPSouth’s obligation to publish any Advertising Copy on these Terms & Conditions) arises only upon and subject to LPSouth’s acceptance of the Advertiser’s order. • (c) Print and online cancellations: 6 weeks notice in writing prior to copy date is required for cancellations. Verbal cancellations are not acceptable. Where a series discount has been given and the Advertiser cancels prior to publication of the complete series, the full rate for each published advertisement shall immediately become due and payable. • (d) If the Buyer has paid sums for Advertisements in advance and is entitled to a refund, LPSouth shall use its reasonable endeavours to pay such refund the Buyer within 30 Working Days of receipt of the written notice of cancellation. Orders for next to or facing editorial positions can only be accepted subject to availability at the time of going to press. • (e) It is the Advertiser’s responsibility to notify LPSouth within 7 days of receipt of LPSouth written acceptance of the Advertiser’s order for the publication of its Advertising Copy if the booking details set out in LPSouth acceptance confirmation are incorrect. • Where a LPSouth Publication is published in a Digital Version, LPSouth will, unless notified otherwise by the Advertiser, publish the Advertising Copy in a Digital Versions LPSouth Publication, to all of the compatible end-user devices.

4 • COPY ARTWORK AND MATERIALS (l) PRINT ADVERTISING COPY • (a) All Advertising Copy (which must be in the form of PDF files and digital proofs) provided by or on behalf of the Advertiser to LPSouth must comply with LPSouth Technical Specifications. LPSouth may reject for publication any Advertising Copy which is not compliant with the Technical Specifications. LPSouth accepts no responsibility and will have no liability to the Advertiser for any of the consequences (including the state of the resulting published Advertising Copy) where any materials provided to LPSouth do not comply with the Technical Specifications. • (b) If the Advertiser does not provide a PDF file of the relevant Advertising Copy by the Press Date LPSouth is entitled (but not obliged) to re-publish any previous Advertising Copy previously published in the relevant LPSouth Publication. • (c) LPSouth will be under no obligation to review or make corrections to any pre- or post-publication Advertising Copy. GENERAL • (a) All Advertising Copy supplied by the Advertiser will be held by LPSouth at the owner’s risk and must be insured against loss or damage and backup copies retained by the owner.

5 • PUBLISHER’S RIGHTS RESERVED

5.1 The Publisher may change the format of any of its publications, its advertisement rates and technical and other specifications for each of its different publications and form of media at any time and may vary or apply differing rates and specifications accordingly. The Publisher gives no warranty or guarantee in relation to: (a) date of Insertion nor position or location of the Advertisement; (b) quality of the colour or mono reproduction of any Advertisement; (c) the availability or the

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absence of technical or other disturbances on the Internet; (d) the attendance or response rate or take up for any event, or direct mailing or email campaign or coupons or other form of Advertisement nor the number of clicks or page impressions or unique views for any online activity

6 • **PAYMENT** (a) Payment is due on publication of the issue in which the advertisement appears. • (b) If payment is not made in full within 30 days of the date of LPSouth invoice the Publisher reserves the right to suspend insertions. The Advertiser shall pay interest under The Late Payment of Commercial Debts (Interest) Act 1998, at 8% above Bank of England base rate. • (c) New Advertisers will be required to pay in advance for the first three insertions of Advertising Copy.

7 • **GENERAL** • (a) The Advertiser accepts that the Advertiser is a principal in law and accordingly warrants that all Advertising Copy (and its constituent parts) when submitted to LPSouth for production and upon publication will: (i) be neither defamatory nor obscene, and must comply in all respects with the requirements of the British Code of Advertising Practice and other relevant industry codes, and (ii) comply with and not contravene the requirements of (a) any Act of Parliament, statutory instrument, code of practice or regulation promulgated thereunder including any law of the European Community for the time being in force or applicable in the United Kingdom and (b) any acts, decrees, regulations or authorities in those markets in which the advertisement (and in particular comparative advertising) may be accessed: (iii) in the case of financial advertising comply with the Financial Services and Markets Act 2000 and other relevant statutes and regulations issued pursuant to statute or by any regulatory body: (iv) not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or entity or render LPSouth liable to any proceedings or liabilities whatsoever, wheresoever. • (b) Notwithstanding anything to the contrary set out herein, LPSouth is entitled at its absolute discretion to reject or exclude any Advertising Copy submitted for publication notwithstanding: (i) LPSouth's previous acceptance of the relevant Advertiser's order; and (ii) whether or not the relevant Advertising Copy has been previously accepted for publication or published previously. • (c) The Advertiser will indemnify LPSouth fully in respect of any costs, claims, damages, losses or liabilities of any sort suffered or incurred by LPSouth's arising directly or indirectly from the production or publication of any Advertising Copy which is in breach of any of the warranties set out in Section 6(a) above. • (d) Any complaint concerning the production or publication of any Advertising Copy must be notified in writing to LPSouth within 4 weeks of Publication Date. • (e) LPSouth will exercise reasonable care in preparing and publishing Advertising Copy but if any Advertising Copy is not published in accordance with the booking confirmation issued by LPSouth due to the act or omission of LPSouth, LPSouth's maximum liability will be limited to the

amount of any payment made for the relevant Advertising Copy. LPSouth will not be liable in any manner to the Advertiser for any error, misprint or omission which does not materially detract from the look or meaning of any Advertising Copy nor will LPSouth be liable to the Advertiser for any such error, misprint or omission to the extent attributable to the Advertiser's non-compliance with these Terms and Conditions. (f) The Advertiser may not recharge a client for advertising space at an increased rate without LPSouth's written consent. • (g) For Advertising Copy including a Sales Promotion or a special offer the Advertiser must provide all details when placing its order. • (h) LPSouth and the Advertiser warrant that they will observe their respective obligations under the Data Protection Act 1998 arising in connection with these Terms and Conditions. • (i) These Terms and Conditions will be construed under and governed by the law of England and the parties submit to the exclusive jurisdiction of the English Courts