

Standard conditions for advertising

All orders for advertisements are accepted subject to the standard conditions of insertion set out below. These standard conditions contain details of the Buyer's rights and obligations as well as provisions limiting Telegraph Media Group Limited's liability. They should be read carefully before orders are placed. By sending us any advertisement for publication you, the Buyer, confirm your acceptance of and agreement to, these standard conditions.

1. In these conditions, (1) "the Publisher" means Telegraph Media Group Limited, being: a) as regards traditional printed paper media, (wherever in the world so printed) the publisher of The Daily Telegraph, The Sunday Telegraph, The Weekly Telegraph (including any supplement or magazine for which no charge is made to its recipients and which is published, whether regularly or occasionally as part of, or in association with the newspapers) in or with which the advertisement is to appear or has appeared; b) as regards material published in or by means of any other media (eg. cable, satellite or internet) the publisher of the world wide web site with the domain name of telegraph.co.uk, or such other domain name(s) as it shall utilise from time to time on which or with which the advertisement is to appear or has appeared. (2) "the Buyer" means the person placing the order with the Publisher for the insertion of the advertisement, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein ("the Advertiser") or the Advertiser's advertising agency or media buyer; (3) the "rate card" means the Publisher's rate card in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles, and other terms and/or conditions; and (4) an "advertisement" means matter to be printed on the page, separately inserted or reproduced as a copied cutting or delivered from the appropriate website.

2. The Buyer warrants that: (a) in relation to an advertisement the Buyer contracts with the Publisher as a principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity; (b) the reproduction and/or publication of the advertisement by the Publisher as originally submitted or as amended pursuant to condition 3 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever; (c) any information supplied in connection with the advertisement is accurate, complete and true; (d) in respect of any advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy; (e) in relation to any investment advertisement, the Advertiser is, or its contents have been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000 or the advertisement is otherwise permitted under that Act; (f) the Publisher shall be entitled to publish and reproduce and permit the reproduction of the advertisement anywhere in the universe both in the newspapers referred to in condition 1(1) and in any other newspaper or other medium irrespective of the means of the newspaper's production or delivery and whether by or on newsprint or any other medium; (g) 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 for the time being in force or applicable in the United Kingdom; and (h) all advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.

3. The Publisher may, without derogation from the warranties contained in condition 2, refuse or require to be amended any artwork, copy or other materials for or relating to an advertisement so as (i) to comply with any legal or moral obligations placed on the Publisher or the Buyer or the Advertiser; or (ii) to avoid infringing a

third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority or the production and quality specifications stipulated or referred to in the rate card.

4. The Publisher has the right at its discretion to decline to publish, or to omit, suspend or change the position of, any advertisement otherwise accepted for insertion. However, the Publisher will use reasonable efforts to comply with the wishes of the Buyer although it gives no warranty or representation regarding the date of insertion, the wording, or the quality of the colour or mono reproduction of the advertisement.

5. The Publisher cannot guarantee (a) that an advertisement including a coupon will not back on to another advertisement including a coupon, (b) that an advertisement will not appear in the same issue as another advertisement for a similar or the same product, or (c) that magazine inserts will not appear in the same issue as another insert for a similar or the same product. No refunds will be given in such instances.

6. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials, and the Buyer warrants that it has retained the same in sufficient quality and quantity for whatever purpose.

7. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the advertisement with the Publisher and the Buyer will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from the publication thereof.

8. The Publisher shall have the right to change the format of any of its publications, its scale of advertisement rates, technical specification, magazine specification and/or mechanical details at any time and shall be entitled to vary or apply differing rates, specifications or other details commensurate with the format (including any new format) of the relevant publication.

9. The Publisher shall not be bound by a stop order or cancellation or transfer of the advertisement unless it meets the requirements specified on the rate card, and any such instruction otherwise than prior to the deadline therefor shall not (even though it be followed by the Publisher) affect the Buyer's liability for payment for the advertisement. The Publisher may treat as a cancellation the fact that (a) the Buyer commits a material breach of any provision of these standard conditions; or (b) a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, bankruptcy or dissolution of the Buyer or the Buyer stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or (c) the Buyer compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or a receiver is appointed over the Buyer or its assets or any part thereof or a resolution is passed for such appointment or an administration order is made in relation to the Buyer.

10. All prices quoted apply to UK editions of newspapers only. In the absence of any other specific arrangement between the Publisher and the Buyer, payment in respect of the advertisement (including any associated production, late copy and box number charges) is due in advance of publication except where the Publisher has agreed to allow credit to the Buyer, in which case the due time for payment shall be no later than 3pm (i) if the Buyer is a recognised agency under the Joint Recognition Scheme of the Newspaper Publishers Association Limited and the Newspaper Society, on the last working day of the month following that in which the advertisement appeared (so that, for example, payment for advertisements published during June 2003 would be due by 3pm on Wednesday 31 July 2003) or, (ii) in any other case, on the seventh day following the date of the Publisher's invoice

issued on or after the date on which the advertisement appeared. Full details of each remittance are to be supplied to the Publisher by the due time. Payment shall mean the receipt by the Publisher at its principal place of business (or elsewhere as it may direct) of cash or a cheque or at its bank of moneys transferred electronically or through the clearing banks' giro credit system. The Publisher reserves to itself a right to recharge the Buyer any charges it incurs resulting from the Buyer's chosen method of payment.

11. All prices quoted are exclusive of VAT. If the Buyer is registered for VAT in a member state of the European Union other than the United Kingdom and wishes to be invoiced by the Publisher with VAT charged at a rate of zero or such other rate as may be lower than the standard rate of VAT for the time being in force in the United Kingdom, the Buyer must with its order furnish the Publisher with the Buyer's VAT registration number in its member state.

12. Although the Publisher makes every effort to render invoices in the ordinary course, payment for the advertisement shall be made as aforesaid whether or not the Buyer shall have (i) received the Publisher's invoice or (ii) provided the Publisher with an order number at the time the advertisement was booked.

13. There is no obligation on the Publisher to supply voucher copies or tearsheets and their absence shall not affect the Buyer's liability for the agreed charge.

14. The Buyer agrees to pay to 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) interest on the amount paid late at the rate of 4% above the base rate of the Royal Bank of Scotland 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.

15. It is the responsibility of the Buyer to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to condition 7, the Publisher assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless notified immediately the error occurs. Any other matter of complaint, claim or query (whether in relation to the advertisement or the invoice) must be raised with the Publisher in writing within seven days following (as the case may be) insertion of the advertisement or of the date on which it is claimed the advertisement should have appeared or of the receipt by the Buyer of the invoice giving rise to it. Without prejudice to the Publisher's entitlement to be paid for the advertisement as published a sum representing a reasonable proportion of the charge agreed at the time the advertisement was booked, the Publisher's liability is limited to a maximum, at its option, of giving a credit for its charge for the advertisement or (in an appropriate instance) of publishing the advertisement for a second time without charge. Such complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Publisher's charges for that and all other advertisements. Once any dispute in respect of any advertisement has been resolved, payment for that advertisement will, if the original due date has then already passed, be due within three working days.

16. While all reasonable endeavours will be made as soon as possible after receipt by the Publisher to forward to the Buyer or as it may direct any replies to box numbers, the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.

17. Subject to paragraph 18, the Publisher shall not be liable, whether in tort, contract or otherwise, for any loss of profit, opportunity, goodwill, anticipated saving, revenue and/or any other loss which is indirect, consequential or economic and the Publisher's maximum aggregate liability for any loss or damage arising out of or in

relation to any advertisement ordered by or on behalf of the Buyer whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant advertisement paid by or on behalf of the Buyer and received by the Publisher in cleared funds.

18. Nothing in these conditions shall exclude or restrict either the Publisher's or the Buyer's liability for death or personal injury resulting from the negligence of the relevant party or of its employees while acting in the course of their employment or shall exclude or restrict either party's rights, remedies or liability under the law governing these conditions in respect of any fraud.

19. Except as expressly set out in these conditions, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the Publisher are excluded insofar as it is possible to do in law.

20. The Buyer will indemnify the Publisher and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these conditions or implied by law.

21. No waiver or indulgence by the Publisher shall be effective save in relation to the matter in respect of which it was specifically given.

22. These conditions shall apply to each contract for the insertion of an advertisement together with such additional relevant conditions as are set out elsewhere in the Publisher's rate card and in the event of any conflict or inconsistency between these conditions and such other conditions, these conditions shall prevail.

23. For your protection calls to and from the Publisher may be recorded.

24. The contract which incorporates these conditions shall be construed under and governed by the law of England and the parties hereby irrevocably agree that the courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this contract or breach thereof.

25. As part of its normal business procedure the Publisher reserves the right to make searches and/or other enquiries about the Buyer using the services of credit reference agencies. The Buyer hereby acknowledges that such enquiries may be made and that agencies may well keep copies of the searches which will be shared with other businesses.

26. The placing of an order for the insertion of an advertisement shall amount to an acceptance of these conditions and any terms or conditions stipulated on an order form or elsewhere by the Buyer shall be void insofar as they are inconsistent with these conditions.

27. No person other than a party to the contract incorporating these standard terms may enforce such contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

Data Protection
Telegraph Media Group Limited and any company within its group of companies will use the information you provide when inserting an advertisement to contact you via mail or telephone, about special advertising rates and features that we may offer from time to time. Please contact Telegraph Media Group Limited or e-mail data.protection@telegraph.co.uk with any queries.