

Terms and Conditions of Advertising

These are the terms and conditions for Archer Advertising Ltd.

1. General

1.1 All orders and bookings made to Archer Advertising, Campaigns and/or Insertions in newspapers are subject to and governed by these terms and conditions.

1.2 In these conditions,

(1) Advertisement includes the materials which advertise, promote, market, sponsor and/or endorse a product or a service or a brand or an image which:

(a) in the case of print advertisement is printed on the page or reproduced as a copied cutting or separately inserted or attached, and includes Inserts and any mailing, brochure or catalogue.

(b) in the case of advertisements on or delivered through the internet, website and mobile devices and any other delivery mechanism, whether now known or invented in the future, includes text, graphics, layout, logos, audio or visual material, avatars, static and dynamic images, animations, straplines, banner advertisement, hypertext, links, microsites, click through advertising, embedded and/or overlaid codes and algorithms, emails and/or messaging; and

(c) in the case of all outdoor advertising includes but not limited to 48 sheets, Adshels, and all digital outdoor platforms such as Adshel Live, Inlink etc.

(2) **Advertiser** means the entity advertising the product or service that is the subject of the Advertisement. Copy means the textual content of an Advertisement.

(3) **Agency** means Archer Advertising Ltd. or any associated body involved in the placement of advertising.

(4) **Buyer** means the person placing the order with the Agency for the Campaign, Recruitment Ad or Public Notice or any other advertisement type.

(5) **Buyer Materials** means all information, materials and content in any format provided by or on behalf of the Buyer for use in connection with the Campaign.

(6) **Campaign** means the organised programme of advertising and promotional activity as set out in the Campaign Schedule or, if there is no Campaign Schedule, as otherwise agreed by the parties. The programme may consist of only one or more items, whether an Advertisement or a promotional activity or other activity or item;

(7) **Campaign Schedule** means the campaign schedule in the Agreement (if any) or otherwise such schedule of campaign activity agreed by the parties. For clarity, campaign activity may comprise of one or more items, whether an Advertisement or a promotional activity or other activity or item;

(8) **Charge (s)** means the Agencies advertising charge(s) for the Advertisement, Campaign, or Insertion as notified to the Buyer and agreed (including any Charge and Additional Charge as specified or included in the terms.), or if there is no such notification and agreement, the Agencies standard charges as set out in its Rate Card.

(9) **Content** means all content, materials, concepts and ideas prepared, created and/or developed for any Advertisement and/or Campaign.

(10) **Impression** means each individual instance in which an Advertisement is successfully served to a third party.

(11) **Insert** means any insert which is separately distributed with the newspapers or, in the case of email campaigns, distributed by email to an email database. In the case of onserts, these are not inserted within the newspapers, but accompany each newspaper or are inserted into its packaging. **Insertion** has a corresponding meaning.

(12) **Insertion Order** means any order under which the parties confirm and the Agency accepts for the placement of Advertisements, Inserts and/or the delivery of the Campaign.

(13) **Intellectual Property Rights** means any and all intellectual property rights of whatever nature and in whatever form including inventions, patents, trade marks, registered designs, pending applications for any of the foregoing, trade and business names, brand names, unregistered trade marks, unregistered designs and rights in designs, copyrights, database rights, moral rights, performers rights, know-how, trade secrets and all other similar or equivalent industrial, intellectual or commercial rights or property subsisting

under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all reversions, renewals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or

(14) **Advertising Network** means websites published by third parties on which the Agency may publish the Advertisement, mobile versions of those websites and mobile pages or apps published or reproduced by the Agency on any mobile device.

1.3 Reference to:

(1) any one gender (masculine, feminine and neuter) includes the others;

(2) the singular includes the plural and the plural includes the singular;

(3) a person includes a body corporate;

(4) a party includes the party's executors, administrators, successors and permitted assigns;

(5) money is to British Pounds Sterling, unless otherwise stated;

(6) any thing includes the whole and each part of it separately; and

(7) a "**person**" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established).

1.4 "Including" and similar expressions are not words of limitation.

1.5 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.6 Headings are for convenience only and do not form part of this Agreement or affect its interpretation.

1.7 A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

2. Status of Buyer

2.1 The party placing the order for the Advertisement ("**Buyer**") shall do so as principal at law. This is regardless of whether that party is the Advertiser itself or acting for the Advertiser. Therefore under this Agreement, the Buyer shall have full liability for all obligations of both the Buyer and of the Advertiser.

3. The Campaign

3.1 The Advertising Charge is agreed on the basis of the order as described in communication between the client and agency whether by phone or in written form via email. We will endeavour to confirm all orders via email except where time constraints due to late booking make this impossible.

3.2 Bookings for all Campaigns, Advertisements and Inserts are normally priced in UK GBP. For insertions or placements of Ads in foreign publications Archer will convert costs to GBP and will quote in GBP unless by mutual agreement with the Buyer.

4. Archer Advertising Rights Reserved

4.1 The Agency gives no warranty or guarantee in relation to:

(1) date of Insertion nor position or location of the Advertisement;

(2) quality of the colour or mono reproduction of any Advertisement;

(3) the availability or the absence of technical or other disturbances on the internet outside Archer Advertising's control.;

(4) 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 (unless otherwise specified in writing in the Campaign Schedule);

(5) incomplete runs when distributing Inserts;

4.2 In the event of any problem arising in relation to the foregoing the Buyer accepts that the Agency shall not be obliged to give any compensation or refunds in such instances.

4.3 The Agency has no obligation to supply voucher copies or tearsheets in relation to any print Advertisements and their absence shall not affect the Buyer's liability for the agreed charge. Notwithstanding 4.3 Archer will try to secure voucher copies of advertisements where requested. All voucher copies supplied will be in an agreed format and normally be in a digital format.

4.4 All orders and bookings are subject to change or cancellation due to production, promotions and editorial schedules. The Agency reserves the right to decline any order or booking or decline to place any Advertisement or decline to undertake any Campaign activity.

4.5 In relation to on-line Advertisements, without prejudice to Archer's other rights and remedies, at any time and without giving advance notice to the Buyer, the Agency may permanently or temporarily move, remove or edit an Advertisement to reflect the publications specification.

4.6 The Agency may show and/or display the Advertisement and/or the Campaign for internal purposes and for marketing its services to other prospective advertisers, including in any public relations materials and direct marketing materials.

5. Buyer's Materials

5.1 The Buyer shall submit to the Agency all materials, content and information in relation to all Advertisements and/or the Campaign in advance of publication or display or delivery or Insertion of any Advertisement or any item of the Campaign in accordance with the Agency's deadlines and timescales, unless otherwise agreed by the Agency .

5.2 Whilst we shall exercise reasonable care in relation to the Buyer Materials, the Agency will not be liable for any loss of or damage to any Buyer Materials.

6. Agency Obligations

6.1 Notwithstanding any other provision to the contrary, the Agency shall have and shall retain control in relation to all advertising content forming part of the Campaign. This is a paramount right.

6.2 Where the Agency is creating the Advertising Copy, the Agency shall supply any Advertising Copy to the Buyer for the Buyer's comment and feedback (such feedback to be given to the Agency within the deadlines notified to the Advertiser by the Agency in each case).

7. Mistakes and errors

7.1 The Buyer must check the correctness of each and every Advertisement and/or the details of the Campaign. In the case of multiple or repeat Advertisements, the Agency assumes no responsibility for the repetition of an error unless the Buyer has notified the Agency immediately the error occurs and before the Publication deadline for the next Insertion or publication or display or delivery of a Campaign item.

8. Additional conditions applying to online Advertisements

8.1 This clause applies where the Campaign or Advertisement includes any website or online or digital activity.

8.2 Advertisements must be delivered to Archer in the format prescribed by Archer no later than 3 business days (for standard format) or 5 business days (for rich media format) prior to publication. In the event of late submission of an Advertisement:

(1) the agreed start date for the first appearance of such Advertisement will be moved to an alternative date to be determined at Archer's sole discretion in conjunction with the publishing website or third party placement body.

(2) the finish date of any campaign as set out in the Insertion Order may not be extended; and

(3) notwithstanding the provisions of clause 4.1(2), the Charges as set out in the Insertion Order or Term Sheet (as the case may be) will be payable in full.

8.3 Notwithstanding clause 8.1, the Agency shall not be bound by a stop order or cancellation or postponement of any online Advertisement or the Campaign (or any element of it) unless the stop order, cancellation or postponement is submitted to the Agency in writing within the deadlines set out in any correspondence acknowledged by the Agency, or if not so specified in the contract, not less than thirty (30) days before the Campaign start date, unless otherwise agreed by the parties in writing.

8.4 Where the Campaign Schedule includes data services provided by a third party; Advertiser shall be responsible for obtaining, reviewing and complying with the terms and conditions that apply to the use of that service; and entering into any data processing agreements required. The Agency is not responsible for, or liable to Advertiser or any third party for compliance or non compliance with such terms/agreements. Prior to the commencement of any such element of a Campaign, the Advertiser must satisfy itself that it considers that part of the Campaign to be compliant with Data Protection Laws and shall itself comply with Data Protection Laws.

8.5 Where it is set out in the Campaign Schedule or otherwise agreed by the parties in writing that the Charges are based upon the online traffic or activity relating to the Campaign:

(1) the Agency shall generate performance reports (via third party software applications) and the figures in such report shall be the official definitive measure of the Agency performance on which the Charges will be based.

(2) Upon not less than 30 days prior written notice, the Agency will provide website traffic reports to the Buyer unless a different schedule is agreed between parties. Delivery times may be dictated by third party content providers.

9. Payments and charges

12.1 The Buyer shall pay the Charges together with any associated agency commission without deduction or set off unless by agreement in writing.

12.2 Any rebates to the buyer from agency commission will be agreed in writing and will be on the basis that all invoices are paid within the agreed timespan as per 12.4 or as per written agreement between the agency and buyer.

12.3 All sums payable under this Agreement are exclusive of any value added tax that may be payable by either part. Value added tax will be added to the sum payable on the invoice at the relevant rate on the date of invoicing. If any Campaign, Advertisements and/or Inserts are run in non-UK editions of the Newspapers, these will be subject to Archers then prevailing rates for non-UK publications.

12.4 In the absence of any other specific arrangement between the Agency and the Buyer (as evidenced in writing), payment in respect of the Advertisement and any item of the Campaign (including any associated production, late copy) is due in advance of publication or insertion except where the Agency has agreed to allow credit to the Buyer, in which case the due time for payment shall be within 30 days of date of invoice.

Full details of each remittance are to be supplied to the Agency by the due time.

12.5 Payment shall mean the receipt by Archer at its principal place of business (or elsewhere as it may direct) of cash or a cheque of cleared funds or at its bank of moneys transferred electronically in cleared funds or through the clearing banks' giro credit system or BACS. The Agency reserves to itself a right to recharge the Buyer any charges it incurs resulting from the Buyer's chosen method of payment.

12.6 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 Agency 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 Agency with the Buyer's VAT registration number in its member state.

12.7 Although the Agency makes every effort to render invoices in the ordinary course, payment for the Advertisement, Insertion and the Campaign shall be made as detailed above whether or not the Buyer shall have received the Agency's invoice or provided the Agency with an order number at the time the Advertisement or item of the Campaign was booked.

12.8 Any overdue payments of the Charge and other monies payable under this Agreement shall bear interest at the statutory interest rate currently 8% above the base rate of the Northern Bank plc (or such other bank as nominated by the Agency from time to time) (such rate to be calculated monthly on a compound basis). Interest shall accrue on and from the day on which payment was due until the day when payment is actually made (both before and after any judgment) or until payment is accepted by the Agency as the case may be.

12.9 Each overdue invoice payable under this Agreement shall be subject to a debt recovery fee. This amount will be as laid out in the gov.uk (Late commercial payments debt recovery costs.) 0 – £999.99 = £40.00, £1,000 to £9,999.99 = £70.00, and £10,000.00 or more £100.00.

12.10 Any discounts are given on condition that invoices are paid within the terms laid out in 12.4. This includes invoice discount, charity discount, agency rebate discounts and any other discounts agreed between the buyer and Agency.

12.11 In the event of non-payment within agreed terms as laid out in 12.4 any and all discounts or rebates will be cancelled and the full rate will be payable by the Buyer for the advertisement placed in the publication.

12.12 Where the Buyer is acting for some other representative capacity, notwithstanding clause 2.1, the Buyer hereby grants to the Agency the right of subrogation of all and any debts owed by the Advertiser to the Buyer in relation to or associated with the order or booking for the Advertisement made by Archer. Should the Agency exercise its rights of subrogation, it shall be without prejudice to any of its other rights or remedies available under this agreement or the general law.

13. Cancellations and Amendments

13.1 The Agency shall not be bound by a stop order or cancellation or postponement of any Advertisement or the Campaign (or any element of it) or the Insertion run unless the stop order, cancellation or postponement is sent in written form before the deadline for the publication that the advertisement is placed in. In the case of an online Advertisement the provisions of clause 8.3 shall apply.

13.2 The Buyer shall remain liable for payment for a stopped, cancelled or postponed Advertisement or the Campaign (or any element of it) or Insertion run, if the relevant instruction is received by the Agency after the deadline (even if such instruction is followed by the Agency).

13.3 Should an Insertion run be cancelled or moved, the Buyer shall be liable for any production charges that may occur as a result of this.

14. Disputes

14.1 Any other matter of complaint, claim or query must be raised with the Agency in writing within seven days following:

(1) In the case of any Advertisement or Insert, the date of insertion or publication or display of the Advertisement or the date on which it is claimed the Advertisement should have appeared or the Insert run should have occurred;

(2) In the case of any other item of the Campaign, the date of the delivery of the particular item within the Campaign or the date on which the Buyer claims the item of the Campaign should have been delivered;

(3) In the case of a disputed invoice, the date of the receipt by the Buyer of the disputed invoice.

14.2 Archer Advertising's maximum liability for any complaint, claim or query referred to in clause 14.1 is limited to giving a credit for its charge for the advertisement or (in an appropriate instance) of publishing the Advertisement or redelivering the Campaign item for a second time without charge. Any complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Charges for that item and all other Campaign items. Once any dispute in respect of any item of the Campaign has been resolved, payment for that item will, if the original due date has then already passed, be due within three working days.

15. Intellectual Property

15.1 The Buyer warrants that it has and it has secured for the benefit in relation to the Agency all necessary, licenses, permissions, clearances, consents, right, title, interest and Intellectual Property Rights for in relation to the Buyer Materials and, where relevant, in relation to any Promotion, including any trade marks and branding of the Advertiser to enable the Agency to perform and meet its obligations and enjoy its rights and benefits under this Agreement.

15.2 If the Agency has agreed to provide the creative work for the Advertisement or Campaign, all Intellectual Property Rights in and to all Content owned by or created by the Agency pursuant to this Agreement (but not the Buyer Materials) are reserved to the Agency and shall remain under the exclusive ownership of the Agency, or its licensors (as the case may be).

15.3 The Buyer shall not use and shall not permit any other person to use any of the Agencies Intellectual Property without the prior written consent of the Agency. Such consent may be given or withheld, and if given, may be given upon such terms and conditions (including as to payment) determined in the Agencies absolute discretion.

15.4 If the Buyer proposes to use any Content developed by the Agency outside the advertising Campaign proposed in the order (whether during the Term, or following the expiry of the Term), then such use may only take place provided that appropriate remuneration and licensing provisions are agreed in writing between the parties in advance.

15.5 The Buyer shall promptly inform the Agency of any suspected unauthorised use of Archer's Intellectual Property Rights referred to in Clause 15.2.

15.6 The Agency has the sole right to decide what action (if any) to take in relation to any unauthorised use referred to in clause 15.5 and sole control of the conduct of all proceedings and shall do so at its own expense. If requested, the Buyer shall give the Agency all reasonable assistance to enable it to do so.

15.7 The Agency may disclose the Buyer's and/or the Advertiser's identity to any third party who is claiming that any material submitted by the Buyer is in breach of any of the warranties set in clause 15.1.

16. Data Management and Data Protection

16.1 For the purpose of this Agreement:

(1) Cookies mean cookies and all similar technologies for storing information, including flash cookies, web beacons or bugs (including transparent or clear gifs) and includes Retargeting Cookies;

(2) Data Protection Laws means the Data Protection Act 2018 and the General Data Protection Regulation 2016 (Regulation (EU) 2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any associated regulations or subordinate legislation and any other applicable data protection and privacy legislation, regulations and guidelines applicable in any place territory where the Advertisement is targeted;

(3) PECR means The Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, as applicable.

(4) Other terms used but not defined in such as "personal data", "controller", "processor", "processing" and "data subject" will have the meanings set out in the Data Protection Laws.

16.2 The parties will at all times comply with the provisions and obligations imposed by Data Protection Laws.

16.3 Each party shall deal promptly and in good faith with all reasonable and relevant enquiries from the other party relating to its processing of personal data under this Agreement.

16.4 Each party shall, if it receives any communication or request from a regulator, data subject or third party which relates to the other party's processing of personal data under this Agreement (including any actual or alleged breach of the Data Protection Laws) without undue delay (at least within 24 hours) forward such communication to the other party and provide reasonable cooperation and assistance to the other party in relation to the same.

16.5 Where the Agency acts as data processor in respect of personal data collected as part of a Campaign:

(1) the scope, nature, purpose and duration of the processing will be agreed between the parties in writing (including how long the Agency should retain the personal data) and the personal data must be used in accordance with what is agreed only;

(2) the Buyer shall ensure that the personal data shared between the parties must only be what is necessary to fulfil the agreed purpose and shall communicate to the Agency any special conditions that apply to the processing;

(3) the Buyer must ensure that it has a valid legal basis for Archer Advertising to process the personal data;

(4) Upon request, the Agency shall provide the Buyer with a schedule setting out the locations of all facilities, and, where relevant, the names of any sub-processors, where the applicable personal data may be processed;

16.6 Whilst the Agency will use reasonable endeavours to forward to the Buyer any responses that it received to Advertisements from individuals wishing to contact the Advertiser regarding the Advertisement (subject to receiving the requisite consents from those individuals), Archer accepts no liability in respect of any loss or damage that arises (or is alleged to have arisen) as a result of any delay or omission in forwarding such responses.

16.7 Each party agrees to respond promptly to the other in dealing adequately with all enquires received relating to data protection.

16.8 The Buyer consents to the Agency and any company within its group of companies using the information which it provides when inserting an advertisement to contact the Buyer and/or the Advertiser by email, facsimile, mail or telephone, about special advertising rates and features that the Agency may offer from time to time. If the Buyer does not wish to be contacted by the Agency or has any queries, the Buyer shall contact the Agency or email irwin@archeradvertising.co.uk.

16.9 The Buyer permits the Agency to electronically tag and use such technology as the Agency considers appropriate with the online content to enable the Agency to collect such data as the Agency requires or desires in relation to readership of or "clicks on" its content. Such data (but not any personal data) shall be made available to the Advertiser and Buyer.

16.10 Agency owns all aggregated data (and the Intellectual Property Rights in such data) generated (e.g. via the placement of Cookies) by the online activity of users of:

(1) mobile devices or e readers (and their applications) upon which users access Advertisements; collected by any third parties ("Usage Data").

16.11 The Buyer shall not use (including without limitation the creation, categorisation or re-targeting of data segments), or permit any third party to use Usage Data without:

(1) having satisfied the Agency's security approval process; and

(2) the Agency's prior written approval.

Under no circumstance shall the Buyer use/store, or permit any third party to use/store the Usage Data for more than 7 days.

control which will, or would be likely to, cause the Buyer or the Agency to breach any of its or their provisions.

20. Buyer Warranties

20.1 The Buyer warrants that all Buyer Materials and the production, reproduction, publication and/or display of the Advertisement in any medium:

(1) are factually correct, clear and conspicuous, and all claims can be substantiated and is not fraudulent, misleading or deceptive;

(2) do not include or entail misleading actions, misleading omissions, aggressive commercial practices or actions that contravene the requirements of professional diligence or in any other way contravene the requirements of **The Consumer Protection from Unfair Trading Regulations 2008**;

(3) comply with the requirements of all relevant laws, legislation including subordinate legislation, codes and rules of statutorily recognised regulatory authorities applicable in the United Kingdom, the European Union and any territory where the Advertisement is targeted, including the British Code of Advertising Practice and the codes, rulings, determinations and requirements of the Advertising Standards Authority;

(4) do not contain, or contain links to, content which promotes or advertises illegal or immoral activity or product or conduct, including discrimination, illegal substances; pornography; racism, hate, "spam," mail fraud, pyramid schemes, gambling or gaming, firearms, military recruitment, political candidates;

(5) is not libellous, defamatory, contrary to public policy, or otherwise unlawful in the United Kingdom and/or anywhere where the Advertisement is served or targeted;

(6) do not infringe or violate any copyright, trade mark, any personal or proprietary right or the privacy or confidentiality rights of any person;

(7) is not obscene, offensive, indecent, threatening, menacing, abusive;

(8) do not contain any names or pictorial representation (photographic or otherwise) of any living person and/or any copy by which any living person is or can be identified, unless the Advertiser has obtained the consent of such living person to make use of such name, representation and/or copy;

(9) do comply with any legal or moral obligations placed on the Agency or the Advertiser wherever in the world;

(10) will not, in any other way render the Agency liable to any civil or criminal proceedings during and after the expiration of the Campaign and/or this Agreement; and

(11) in relation to the Buyer Materials submitted to the Agency, does not contain any virus or other harmful code or will otherwise impair or harm Archer Advertising's computer systems or any third party computer system.

This clause 20.1 shall not apply to the extent that the Agency has altered or amended the content of the Advertisement without the prior written consent of the Buyer.

20.2 The Agency may (at its discretion) disclose the Buyer's and/or Advertiser's identity to any third party who is claiming that any material submitted by the Buyer is in breach of any of the warranties set out in clause 20.1.

20.3 The Buyer warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder.

21. Buyer's Insurance

21.1 The Buyer shall ensure that at all times it has sufficient insurance to cover all its liability under this Agreement and in law, including public liability insurance where a public event forms part of the Campaign. Upon request, the Buyer shall produce copies of the insurance policy to Archer confirming the insurance.

22. Indemnities and liabilities

22.1 Subject to clause 22.3, neither party shall 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 regardless of whether it was or was not foreseeable and regardless of whether or not a party was notified of its possibility.

22.2 Subject to clause 22.3, the Agency shall not be liable to the Buyer or the Advertiser, whether in tort, contract or otherwise, for any loss of profit, loss of opportunity, loss of goodwill or business loss incurred due to the non-insertion or shortfall in insertion of the Advertisement or running of or failure to run the Campaign.

22.3 Nothing in these conditions shall exclude or restrict either the Agency'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.

22.4 Subject to clause 22.3 and excluding the Agency's liability in relation to matters arising under clause 14.1 (which is exclusively dealt with in clause 14.2), the Agency'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 1½ times the total amount of the charges paid by or on behalf of the Buyer in relation to the Insertion Order.

22.5 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 Agency are excluded insofar as it is possible to do in law.

22.6 The Buyer will indemnify and keep the Agency 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 and against any claim made by the Advertiser against the Agency arising from this Agreement and in relation to any breach by the Buyer of the Advertiser of any statutory duty.

23. Termination

23.1 A party (other than the Defaulting Party) may terminate this Agreement at any time by written notice to the other party if any of the following apply:

(1) a party ("Defaulting Party") fails to carry out any provision of this Agreement, the failure is capable of remedy and the Defaulting Party does not remedy that failure within 7 days after written notice to the Defaulting Party requiring it to be remedied;

(2) the Defaulting Party fails to carry out any material provision of this Agreement and the failure is not capable of remedy;

(3) it becomes unlawful for the Defaulting Party to perform its obligations under this Agreement;

23.2 On termination of this Agreement each party retains its rights against the other parties in respect of any past breach, in addition to any other rights, powers or remedies provided by law.

23.3 On termination the Buyer shall be liable for payment of all Charges as referred to in clause 13, as if a cancellation has taken effect.

24. Electronic Communications

24.1 The parties may communicate with the other by electronic means using the following protocol:

(1) The user identification of a sender contained in an electronic communication must be sufficient to verify the identity of the sender and the authenticity of the communication;

(2) An electronic communication sent containing the user's identification and establishing the user as its originator and has the same effect as a document containing the user's written signature; and

(3) An electronic communication, or any computer printout of it, is proof of the authenticity of the original document of the electronic communication.

25. General

25.1 Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability or the exercise of any right or power) without the express written authority of the other in addition to this Agreement.

25.2 The provisions of those clauses intended to have continuing effect shall continue in full force and effect following the termination or expiry of this Agreement.

25.3 The terms and conditions set out herein apply to each order or contract for the Advertisement, insertion or Campaign. If there is any conflict or inconsistency in the terms and conditions of this Agreement, these terms and conditions (or, if later, the revised terms and conditions published by the Agency pursuant to sub-clause 25.4 below) shall prevail over any terms contained in the order or booking. Any terms or conditions stipulated on the order form or elsewhere by the Buyer are void insofar as they are inconsistent with these Terms and Conditions, unless agreed in writing by Archer Advertising..

25.4 The Agency reserves the right to change the terms and conditions at any time and the Buyer should revisit the terms and conditions before it places an order or makes a booking for an Advertisement, Insertion or Campaign at www.archeradvertising.co.uk to ensure that it is fully aware of the current terms and condition.

25.5 Neither party may assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

25.6 Calls to and from the Agency may be recorded.

25.7 The failure of the Agency to enforce any term of or right arising pursuant to this Agreement does not constitute a waiver of such term or right and shall in no way affect the Agency's later right to enforce or exercise the term or right.

25.8 Apart from the Advertiser (if not a direct party to this Agreement), no person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

25.9 Any modification of this Agreement shall be effective only if agreed in writing and signed by both parties and the intention to amend this Agreement is clearly expressed.

25.10 If any provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction it shall be deemed to have been deleted without affecting the remaining provisions.

25.11 This Agreement shall be governed by and construed in accordance with Northern Ireland law and the parties hereby irrevocably submit to the exclusive jurisdiction of the Northern Ireland Courts.