

# New Home Worldwide | Advertising Terms & Conditions

**This document contains the terms and conditions for advertising in New Home Worldwide, customer orders are accepted subject to these terms and conditions. Please read them all carefully before submitting your advertisement copy. By submitting your advertisement copy to us, you agree to these terms and conditions.**

Your attention is drawn, in particular, to the following:

- Any stipulation or condition applying to your order must be clearly incorporated in the instructions supplied to us, and approved by us.
- Orders for insertion of any advertisement are accepted on condition that you grant us the right to publish the advertisement in New Home Worldwide published by us, whatever the means or system of production delivery (including on-line versions of New Home Worldwide). We reserve the right at our discretion to decline to publish, or to omit, suspend or change the position of, the whole or part of any advertisement otherwise accepted by us for insertion.
- Our liability for any loss or damage resulting from errors or inaccuracies in the printing of, or omission of the whole or part of, any advertisement is limited as set out in paragraph 14 below.
- You warrant to us that your advertisement will not breach any contract or infringe any copyright, trademark or any other right of any third party or render us liable to any claim or proceedings whatsoever.

All prices quoted net of tax. Space booked in the UK is subject to VAT at the standard rate of 17.5%.

## Big Spark Publishing Limited | Standard Terms and Conditions

1. In these conditions, (1) “we” or “us” means Big Spark Publishing (registered number 6311475) of Bury Business Centre, Kay Street, Bury BL9 6BU. UK; (2) “you “ means the person placing the order for the insertion of the advertisement with us, 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 our rate card in effect for the time being which may include, among other matters, our scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles, and further terms and conditions; and (4) an “advertisement” means matter to be printed on the page or otherwise published.
2. We will only accept instructions or conditions applying to an order if those instructions or conditions have been clearly supplied to us in writing, and they have been approved by us.
3. You (and the Advertiser, if applicable) hereby grant us the right to publish the advertisement in the New Home Worldwide in any medium, whatever the means or system of production delivery (including on-line versions of the magazine).
4. You warrant that:
  - (a) In relation to an advertisement, you contract with us as a principal notwithstanding that you may be acting directly or indirectly for an Advertiser as an advertising agent or media buyer or in some other representative capacity;
  - (b) The reproduction and/or publication of the advertisement as originally submitted or as amended pursuant to paragraph 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 us liable to any claim or proceedings whatsoever;
  - (c) Any information supplied by you 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, you 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 Act 1986 or the advertisement is otherwise permitted under that Act;
  - (f) 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
  - (g) All advertising copy submitted to us 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.
5. We may reject, or require to be amended, any artwork, materials and copy for or relating to an advertisement so as (i) to comply with legal or moral obligations placed on us or you or any 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 specification stipulated or referred to in the rate card.

6. We have the right at our discretion to decline to publish, or to omit, suspend or change the position of, any advertisement otherwise accepted for insertion. However, we will use reasonable efforts to comply with your wishes although we give no representation, warranty or undertaking as to the date of insertion, the wording, or the quality of the colour or mono reproduction of the advertisement.
7. We will not be liable for any loss of copy, artwork, photographs or other materials, which you warrant that you have retained in sufficient quality and quantity for whatever purpose.
8. Where you are the Advertiser's advertising agency, you warrant that you are authorised by the Advertiser to place the advertisement with us and you will indemnify us against any claim made by the Advertiser against us arising from the publication thereof.
9. We shall have the right to change our scale of advertisement rates at any time. All prices are exclusive of VAT and Tax.
10. We 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 relevant deadline shall not (even though it be followed by us) affect your liability for payment for the advertisement. We may treat as cancellation the fact that:
  - (a) you become insolvent, have an administrator, receiver or manager appointed over the whole or any part of your assets or business, make any composition or arrangement with your creditors, take or suffer any similar action in consequence of debt, or an order or resolution (whether final or not) is made for your bankruptcy, winding-up, dissolution or liquidation (other than for the purpose of solvent re-organisation) or any event occurs in a foreign jurisdiction analogous to, or comparable with, any of the above or
  - (b) you are otherwise in breach of any of these terms and conditions.
11. In the absence of any other specific arrangement between you and us, payment in respect of the advertisement is due in advance of publication, except where we have agreed to allow credit to you, in which case the due time for payment shall be no later than 10am (i) if you are purchasing advertising space through the New Home Worldwide on-line shopping basket or (ii) in any other case, on the 14th day following the date on which the advertisement appeared (or, if such 14th day is not a working day, the working day immediately prior to such 14th day). Full details of each remittance are to be supplied to us by the due time. Payment shall mean the receipt by us at such place as we may direct of cash or a cheque or at our bank of moneys transferred electronically or through the clearing bank's giro credit system.
12. Payment for the advertisement shall be made as aforesaid whether or not you shall have:
  - (i) received our invoice or
  - (ii) been provided by us with an order number at the time the advertisement was booked.
13. You agree to pay to us in respect of each advertisement for which payment is not made by the due time:-
  - (a) The sum of €50 as an administration charge; and
  - (b) Interest on the amount paid late at the rate of 4% above the base rate of National Westminster Bank 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 our invoice particularising it.

14. It is your responsibility to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to paragraph 6, we assume 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 us in writing within seven days following the insertion of the advertisement or the date on which it is claimed the advertisement should have appeared or the receipt by you of the relevant invoice (as the case may be). In any such circumstances (without prejudice to our 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) our liability is strictly limited either (at our option) to giving you a credit against our charge for the advertisement or (in an appropriate instance) publishing the advertisement for a second time without charge. Such complaint, claim or query shall not affect your liability for payment by the due time of our charges for that and all other advertisements.
15. There is no obligation on us to supply voucher copies or tearsheets and their absence shall not affect your liability for the agreed charge.
16. You will indemnify us and any publisher of an advertisement and agree to keep us and any such publisher 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 herein contained or implied by law.
17. The placing of an order for insertion of an advertisement shall amount to an acceptance of these terms and conditions and any terms and conditions stipulated on an order form or elsewhere by you shall be void insofar as they are inconsistent with these conditions.
18. These terms and conditions set out the full extent of our and any publisher's obligations and liabilities in respect of publication of any advertisement. In particular, there are no terms as to satisfactory quality, fitness for a particular purpose or of any other kind whatsoever, except as specifically stated in these terms and conditions, and any condition or other term which might otherwise be implied into or incorporated into a contract, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permissible at law, except in respect of injury to or death of any person caused by our negligence. We are not liable to you or any third party for loss of profits, loss of contracts, loss of anticipated savings, data, goodwill and revenue or any other indirect or consequential loss, arising from breach of contract or howsoever, and our maximum liability to you for any loss or damage arising out of the contract between you and us relating to any advertisement, its publication or non-publication (except in respect of injury to or death of any person caused by our negligence) is limited to the amount paid or payable by you in respect of such advertisement.
19. No waiver or indulgence by us shall be effective save in relation to the matter in respect of which it was specifically given.
20. These terms and conditions shall apply to each contract for the insertion of an advertisement, together with such additional terms and conditions (if any) as may be set out in our rate card and, in the event of any variations or inconsistency between these terms and conditions and the terms and conditions set out in the rate card, the latter shall prevail.
21. The contract which incorporates these terms and conditions shall be construed under, and governed by, the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.