

SCHEDULE 1
STANDARD TERMS AND CONDITIONS FOR THE SALE OF ADVERTISING SPACE

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Advertisement"	any Advertisement which the Publisher supplies to the Advertiser to display on the Website under a Contract
"Advertiser"	the person(s), firm or company whose order for the Advertisement is accepted by the Publisher
"Advertiser Marks"	means all trademarks, service marks, trade names, logos and other distinctive brand features of the Advertiser
"Advertiser Website(s)"	the website(s) owned and operated by the Advertiser as set out in the Order
"Business Day"	any day other than a Saturday or Sunday or a public or bank holiday in England
"Confidential Information"	all information in respect of the business of the Publisher including, but not limited to, know-how or other matters connected with the Advertisement, and information concerning the Publisher's relationships with actual or potential clients, customers or Advertisers and the needs and requirements of the Publisher and of such persons and any other information which, if disclosed, will be liable to cause harm to the Publisher
"Contract"	any contract between the Publisher and the Advertiser for the sale and purchase of the Advertisement formed in accordance with Condition 2
"End Date"	as set out in the Order
"Intellectual Property Rights"	all intellectual and industrial property rights including patents, know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions
"Publisher"	Practice Enterprise Limited t/a the SOLICITORS group
"Publisher Marks"	means all trademarks, service marks, trade names, logos and other distinctive brand

"Order"	features of the Publisher as defined in Condition 2.2
"Quotation"	the quotation issued by the Publisher to the Advertiser
"Specification of Advertisement"	in relation to the Advertisement, the technical specifications of the Advertisement supplied by the Advertiser as set out in the Quotation and Order Form
"Start Date"	as set out in the Order
"Terms and Conditions"	the standard terms and conditions of sale set out in this document together with the Order
"Website"	www.thesolicitorsgroup.co.uk

1.2 The headings in these Terms and Conditions are for convenience only and will not affect their construction or interpretation.

2. **FORMATION**

2.1 The Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Advertiser purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.

2.2 To place an order, the Advertiser will fill in the relevant details on the Order Form and return the Order Form to the Publisher.

2.3 Each order or acceptance of a quotation to place an Advertisement will be deemed to be an offer by the Advertiser to place an Advertisement upon these Terms and Conditions. The Contract is formed when the order is accepted by the Publisher, by way of the Acknowledgement of Order at which time it becomes an "Order". No Contract will come into existence until a written acknowledgement of the order is issued by the Publisher.

2.4 Any quotation by the Publisher is valid for a period of 30 days only from its date, provided the Publisher has not previously withdrawn it.

2.5 The Advertiser must ensure that the information contained in its order is complete and accurate.

2.6 The Publisher may cancel the Contract at any time prior to the Advertisement being published on the Website.

2.7 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by [a director] of the Publisher.

3. **THE ADVERTISEMENT**

3.1 The description of the Advertisement will be as set out in the Order.

3.2 The Publisher may make any changes to the Advertisement which are required to conform with any applicable statutory or regulatory requirements including removing the Advertisement with no liability to the Publisher.

3.3 The positioning of the Advertisement on the Website is at the sole discretion of the Publisher, except where a specified position on the Website has been agreed in writing by the Publisher.

3.4 The contents of the Advertisement are subject to the approval of the Publisher. The Publisher reserves the right to reject, cancel or remove any Advertisement from the Website or position reservation at any time, or reject any URL link embodied within the Advertisement.

4. **WEBSITE**

4.1 The Publisher reserves the right to change, amend or re-design parts of or the entire lay out of the Website at any time and without giving notice to the Advertiser.

5. **ADVERTISER'S OBLIGATIONS**

5.1 The Advertiser will make the Advertiser Website(s) available to Website visitors who wish to access them via the hyperlink(s) on the Advertisement provided by Publisher pursuant to **Condition 6.1** and will provide to Publisher the necessary identifying code to enable the implementation and activation of such hyperlink(s).

5.2 For the avoidance of doubt, nothing in the Contract shall prohibit the Advertiser from selling and offering to sell its products and/or services from the Advertiser's Websites to persons other than Website visitors or from any third party websites.

5.3 The Advertiser acknowledges that the goodwill and reputation of the Publisher will be damaged if Website visitors receive a standard of service from the Advertiser below that which the Publisher would reasonably expect such Website visitors to receive. Accordingly, the Advertiser shall provide a good standard of service to Website visitors who access the Advertiser Website(s) via any hyperlink from the Website.

5.4 The Advertiser acknowledges that it will be responsible for any fines or other payments incurred by itself or the Publisher resulting from the placement of the Advertisement.

6. **PUBLISHER'S OBLIGATION**

6.1 The Publisher will procure that the Advertisement on the Website will display a graphical icon leading via hyperlink to at least one of the Advertiser Website(s) as agreed between the parties from time to time.

6.2 The placement of the hyperlink and the relevant identifying code issued by the Advertiser must be implemented by the Publisher and approved by the Advertiser, such approval not to be unreasonably withheld, prior to activation of the hyperlink.

6.3 The Publisher does not guarantee any minimum number of Website visitors linking to the Advertiser Website(s) or purchasing any products and/or services from the Advertiser Website(s).

6.4 The Publisher has the right to select which providers of products and services are appropriate to the Publisher's customers and therefore the Publisher does not give any warranty or representations to the Advertiser as to which of the Publisher's customers will agree to the use of the hyperlink(s) to the Advertiser Website(s).

6.5 The Publisher shall not be liable to the Advertiser in any manner whatsoever in the event that the Website is not available to Website visitors at any time and for any period.

6.6 For the avoidance of doubt, nothing in the Contract shall prohibit the Publisher from placing links on the Website to other websites which may compete or be similar to the Advertiser Website(s).

6.7 The publisher shall not be liable for the content of any materials published on the Website which are created, developed or written by third parties or the Publisher's customers.

7. **MUTUAL OBLIGATIONS**

7.1 Subject to the terms and conditions of the Contract, the Advertiser hereby grants to the Publisher a non-exclusive, royalty-free, world-wide license to use,

reproduce and display the Advertiser marks within the website but for the purposes only of the Contract and subject to the prior written consent of the Advertiser.

7.2 Subject to the terms and conditions of the Contract, the Publisher hereby grants to the Advertiser a non-exclusive, royalty-free, world-wide license to use, reproduce and display the Publisher marks within the Advertiser website(s) subject to the prior written consent of the Advertiser.

7.3 Neither party shall appoint any sub-licensee under the Contract or in relation to the subject matter of any licence granted to it pursuant to this Agreement without the prior written consent of the other party.

7.4 The Publisher shall not be liable for the content of any materials published on the Website which are created, developed or written by third parties or the Publisher's customers.

8. **OWNERSHIP**

8.1 The Publisher acknowledges and agrees that, save for any Publisher Marks used therein, the Advertiser owns all right, title and interest in the Advertiser Website(s) and the Advertiser Marks.

8.2 The Advertiser acknowledges and agrees that, save for any Advertiser Marks used therein, the Publisher owns all right, title and interest in the Website and the Publisher Marks.

9. **PRICE**

9.1 The price for the Advertisement will be the price specified in the Quotation and is exclusive of any value added tax or other applicable sales tax or duty which will be added to the sum in question.

9.2 The Publisher will be entitled to increase the price of the Advertisement following any changes in the Advertisement made both at the request of the Advertiser and agreed by the Publisher or to cover any extra expense as a result of the Advertiser's instructions or lack of instructions.

10. **PAYMENT**

10.1 The Publisher may invoice the Advertiser for the Advertisement on the Start Date and subject to **Condition 11.4**, payment is due in pounds sterling 30 days after service of such invoice.

10.2 Time for payment will be of the essence.

10.3 No payment will be deemed to have been received until the Publisher has received cleared funds.

10.4 All sums payable to the Publisher under the Contract will become due immediately upon termination of the Contract.

11. **WARRANTIES**

11.1 The Advertiser represents and warrants to the Publisher that:

(a) it has the full corporate right, power and authority to enter into a Contract and to perform its obligations thereunder;

(b) the execution of a Contract by the Advertiser, and the performance by the Advertiser of its obligations and duties hereunder, does not and will not violate any agreement to which the Advertiser is a party or by which it is otherwise bound;

(c) when executed and delivered by the Advertiser, a Contract will constitute the legal, valid and binding obligation of the Advertiser, enforceable against such party in accordance with its terms;

- (d) it has the right to publish the contents of the Advertisement, without infringement of any Intellectual Property Rights or any rights whatsoever of any other person;
- (e) the Advertiser will at all times comply with the Data Protection Act 1998 and the Telecommunications (Data Protection and Privacy) Regulations 1999 including (both as amended or re-enacted from time to time), without limitation, in connection with the Website;
- (f) the Advertisement and the Advertiser Website(s) will not libel, defame, cause injury to, invade the privacy of or otherwise violate any other rights of any person or be prejudicial to the image or rights of the Publisher or Website or contain any content which is unlawful, obscene, indecent or immoral or promotes illegal or unlawful activities;
- (g) the Advertisement submitted to the Publisher by the Advertiser will comply with the codes of practice issued by the Advertising Standards Authority in respect of on-line and electronic advertising and all other relevant industry codes of practice and if the Advertiser is a member of a professional body, that the Advertisement will comply with such professional body's code of practices;
- (h) the Advertisement is not a promotion of financial services and / or products and complies with the Consumer Credit Act 1974;
- (i) the Advertisement and the Advertiser Website(s) will comply with all applicable laws and regulations including without limitation payments of any relevant fees.

11.2 The Advertiser will indemnify, keep indemnified and hold harmless the Publisher from and against all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and legal costs (on a full indemnity basis) which the Customer incurs or suffers arising directly or indirectly out of or in connection with any breach of contract, including but not limited to, in relation to the content or materials of the Advertiser Website(s) to which users can link through the Advertisement, or the provision of the Advertisers products and/or services to the Advertiser Website(s) users to which the Website users can link through the Advertisement, or the Advertisement or information or materials on the Website provided by the Advertiser.

12. **TERMINATION AND SUSPENSION**

12.1 The Publisher may by notice in writing served on the Advertiser terminate the Contract immediately:

- 12.1.1 if the Advertiser is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Advertiser fails to remedy such breach within 30 days service of a written notice from the Publisher, specifying the breach and requiring it to be remedied. Failure to pay any sums due in accordance with **Condition**

5.1 is a material breach of the terms of the Contract which is not capable of remedy.

- 12.1.2 if the Advertiser becomes bankrupt, insolvent, makes any composition with his creditors, has a receiver appointed under the Mental Health Act 1983 or dies;
 - 12.1.3 if the Advertiser has any distraint, execution or other process levied or enforced on any of its property;
 - 12.1.4 if the Advertiser ceases to trade or appears in the reasonable opinion of the Publisher likely or is threatening to cease to trade;
 - 12.1.5 if in the Publisher's reasonable opinion the Advertisement is:
 - 12.1.5.1 inflammatory or damages or may damage the reputation of the Publisher or any other party; or
 - 12.1.5.2 does not conform to statutory or regulatory requirements or ceases to conform due to a change in any regulations, including but not limited to the Advertising Standard Authorities codes;
 - 12.1.6 the Publisher receives a complaint from any other party in relation to the Advertisement or the Advertisers Website(s): or
- the equivalent of any of the above occurs to the Advertiser under the jurisdiction to which the Advertiser is subject.

12.2 The Publisher will be entitled to temporarily remove any Advertisement if any of the events set out in **Condition 13.1** occur until such event ceases.

13. **CONSEQUENCES OF TERMINATION**

13.1 In the event of the termination of the Contract for whatsoever reason:

- (a) the Publisher will cease to reproduce and/or display any and all of the Advertiser Marks and the Advertiser will cease to reproduce and/or display any and all of the Publisher Marks;
- (b) the Advertiser agrees to pay forthwith to the Publisher all outstanding payments (if any) due to the Publisher; and
- (c) each party shall return to the other party, or destroy and confirm such destruction to the other party, all confidential information of the other party then in its control or possession.

13.2 Any termination of the Contract (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

14. **LIMITATIONS OF LIABILITY**

14.1 Nothing in the Contract shall exclude or limit either party's liability for fraud or for death or personal injury resulting from the negligence of that party.

14.2 Subject to **Condition 15.1**, the liability of the Publisher whether in contract, tort, negligence, pre-contract or other representations or otherwise arising out of or in connection with the Contract or the performance or observance of its obligations under the Contract, and every applicable part of it shall be limited to the total amount paid by the Advertiser to the Publisher under the Contract.

14.3 Subject to **Condition 15.1**, the Publisher shall not be liable to the Advertiser in contract, tort (including, without limitation, negligence), pre-contract or other

representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with the Contract for:

- (a) any economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
- (b) any loss of goodwill or reputation;
- (c) any loss of data; or
- (d) any special, indirect or consequential losses whether or not such losses were within the contemplation of the parties at the date of this Agreement.

15. **CONFIDENTIALITY AND PUBLICITY**

15.1 Each party undertakes that it and its servants, agents and sub-contractors will keep in confidence and not use or disclose to any third party without the prior written consent of the other party any material or information relating to the affairs of either party which is disclosed by either party to the other or acquired from either party in the course of performance of its obligations under the Contract, except such disclosure to those persons on a strictly need to know basis to whom it is necessary in order to perform its obligations under the Contract. Each party shall inform all recipients of the other's information of their obligations of confidentiality.

15.2 Nothing contained in **Condition 16.1** shall apply to prevent either party from disclosing any information: -

- a) in its possession (with full right to disclose) prior to receiving it from the disclosing party; or
- b) which is or becomes public knowledge other than by breach of this Condition; or
- c) which it may independently develop or receive from a third party (with full right to disclose); or
- d) which it is required to disclose by legislation or regulatory requirements.

15.3 Neither party shall issue by any medium any public announcement, whether written or otherwise, in relation to the subject matter of the Contract (save in respect of any advertisements of and publicity of the Website or the Advertiser Website(s)) except with the prior written consent of the other party.

16. **GENERAL**

16.1 The Publisher will be deemed not to be in breach of the Contract or otherwise liable to the Advertiser in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to any events outside its reasonable controls.

16.2 Each right or remedy of the Publisher under any Contract is without prejudice to any other right or remedy of the Publisher under this or any other Contract.

16.3 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

- 16.4 No failure or delay by the Publisher to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 16.5 The Publisher may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.
- 16.6 The Contract is personal to the Advertiser who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Publisher's prior written consent.
- 16.7 The parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 16.8 The Contract contains all the terms which the Publisher and the Advertiser have agreed in relation to the Advertisement and supersedes any prior written or oral agreements, representations or understandings between the parties relating to such Advertisement. The Advertiser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Publisher which is not set out in the Contract or Specification. Nothing in this **Condition 17.8** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.
17. **JURISDICTION**
- The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to that jurisdiction.