

## **CONTRACT FOR ADVERTISERS ON**

**www.uni-uk.co.uk**

1. UW Limited ("Publisher") whose registered office is at 197 High Road, Ilford, IG1 1LX owns the Website with the domain name www.uni-uk.co.uk ("Domain").
2. The Publisher is looking for Advertisers to advertise on the Domain on the terms and conditions hereof.
3. The Publisher will, in return for the payment or payments hereinafter defined:-
  - a. place the advertisement from the Advertiser in the section for the university or universities chosen by the Advertiser and in the trade heading for the Advertiser's subject as the Advertiser chooses. If the Advertiser's product is eligible for more than one trade heading then the Advertiser will choose the trade heading or trade headings for the eligible trade heading depending on how many advertisements the Advertiser has paid for, the space available and any other matters at the Publisher's discretion;
  - b. the Publisher shall ensure that the advertisement is available for all users looking at that section for that university;
  - c. Advertisers may as part of their advertisement submit discount vouchers or codes to be available to users of the Domain who have registered with the Publisher. The Publisher will update the vouchers or codes if required by the Advertiser but no more than once a week;
  - d. allow Advertisers to use the diary section of the Domain for their chosen university(ies) to promote specific events on specific dates subject to any additional payment as negotiated between the Publisher and the Advertiser.
4. The Advertiser warrants to the Publisher that:-
  - a. in relation to any advertisement the Advertiser will contract with the Publisher as a principal notwithstanding that the Advertiser may be acting directly or indirectly for anyone else or as an advertising agent or media buyer or in some other representative capacity;
  - b. that the reproduction and/or publication of any advertisement by the Publisher as originally submitted or as amended pursuant to condition 5 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 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 Economic Community) for the time being in force or applicable in the United Kingdom;
  - g. 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; and
  - h. where the Advertiser is an advertising agency the Advertiser warrants that it is authorised by the person advertising the product or the service promoted by the advertisement to place the advertisement with the Publisher and the Advertiser will indemnify the Publisher against any claim made by such person against the Publisher arising from the publication thereof.
5. a. The Publisher may, without derogation from the warranties contained in condition 4, refuse or require to be amended any artwork, materials and copy for or relating to an advertisement so as:
- (1) to comply with the legal or moral obligations placed on the Publisher or the Advertiser; or
  - (2) 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 from time to time.
- b. 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 Advertiser although it does not warrant the date of insertion, the wording or the quality of the colour or mono reproduction of the advertisement.
  - c. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials, which the Advertiser warrants that it has retained in sufficient quality and quantity for whatever purpose.
  - d. The Domain will carry reviews and comments from Subscribers and the Publisher will not be liable for any loss or other claims in respect of any comments or

reviews nor shall the Publisher be obliged to take any action or disclose any information

6. The Publisher shall have the right to change its scale of advertisement rates on 30 days' notice to the Advertiser although the rates for advertisements which have already been agreed will not be changed.
7. It is the responsibility of the Advertiser to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to condition 4h, 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 7 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 Advertiser of an 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 Advertiser for payment by the due time of the Publisher's charges for that and all other advertisements.
8. The Advertiser 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 reasonably foreseeable 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.
9.
  - a. 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 from time to time, and any such instruction otherwise than prior to the deadline thereof shall not (even though it be followed by the Publisher) affect the Advertiser's liability for the payment of the advertisement. The Publisher may treat as a cancellation the fact that the Advertiser is deemed unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123 or is otherwise in breach of any of these conditions.
  - b. In the absence of any other specific arrangement between the Publisher and the Advertiser, the first payment in respect of the advertisement is due in advance of publication. All further payments are due in accordance with the specific arrangement between the Publisher and the Advertiser. 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 money transferred electronically or through the clearing banks' giro credit system.
  - c. Payment for the advertisement shall be made as aforesaid whether or not the Advertiser shall have:

- (1) received the Publisher's invoice; or
  - (2) provided the Publisher with an order number at the time the advertisement was booked.
- d. The Advertiser agrees to pay to the Publisher in respect of each advertisement for which payment is not made by the due time:
- (1) the sum of £25.00 as an administration charge; and
  - (2) interest on the amount paid late at the rate of 4% above the base rate of HSBC Bank plc accruing from day to day (including the day on which payment was due) both before and after judgment.

Any such additional charge is payable within 7 days following delivery of the Publisher's invoice particularising it.

10. The placing of an order for the insertion of an advertisement shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by the Advertiser shall be void insofar as they are inconsistent with these conditions.
11. The contract which incorporates these conditions shall be construed under and governed by the law of England and the parties submit to the exclusive jurisdiction of the English courts.

Name:  
Position:  
Company:  
Address:

Signed:

Date:

**Fax to: 01279 325204**

**Or Post to:**

**U W Ltd  
71 Peterswood  
Harlow  
CM18 7RN**

VAT Registration no. Pending. Data Protection no Pending

Uni-UK is the trading name of U W Ltd, a company registered in England and Wales no. 5762603,  
Registered Office 197 High Road Ilford Essex IG1 1LX.