

Please read these Terms carefully as they contain important information. These Terms set out the terms and conditions on which the Buyer books advertisements with Easyfairs UK Ltd.

1. Definitions & Interpretation

In these Terms:

“Advertiser” means any person, firm or company whose goods or services are advertised in the Advertisement.

“Advertisement” means any kind of promotional or advertising material used to promote a product, service or idea to a targeted audience (including, but not limited to, print advertising, online advertising, native advertising, product placement advertising, that is, as the case may be: (i) to be printed in a print publication and/or (ii) to be published or otherwise displayed by electronic means (including, but not limited to, websites, social media platforms, search engines, email communication, sponsored content/videos or other forms of online or electronic advertising) via or as part of or in connection with any online publication as detailed in the Advertisement Confirmation provided by Easyfairs to the Buyer.

“Advertisement Confirmation” means the confirmation issued by Easyfairs to the Buyer, confirming acceptance of the Booking.

“Advertiser Dependencies” means the Copy Deadline, together with any other obligations of the Buyer which Easyfairs may specify in connection with the proposed publication of the Advertisement (whether included in the Advertisement Confirmation, the Rate Card, the Booking Form or otherwise) including, but not limited to, the delivery format and/or file configuration in which any copy for the Advertisement (whether for a print publication or an online publication) is to be supplied to Easyfairs.

“Booking Form” means the booking form issued by Easyfairs for the purposes of the Buyer placing a Booking or such other form of application approved by Easyfairs and completed by the Buyer for a Booking.

“Booking” means a booking by the Buyer to book an Advertisement with Easyfairs.

“Buyer” means the person placing the order with Easyfairs for the publication of the Advertisement (including but not limited to the Advertiser or Advertiser’s advertising agency or media buyer).

“Contract” means the contract between Easyfairs and the Buyer for the booking of an Advertisement in accordance with these Terms.

“Copy Deadline” means, where applicable, the latest date, as shown on the Advertisement Confirmation, by which the Buyer is obliged to give Easyfairs full instructions and copy (including artwork) for carrying out the Buyer’s Booking.

“Delivery Date” means the date when an advertising campaign is due to be delivered to its relevant audiences.

Demand: any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, damage, compensation, outgoing, penalty or proceeding.

“Easyfairs” means Easyfairs UK Ltd (registered number 05067979) whose registered address is at Second Floor Regal House, 70 London Road, Twickenham, TW1 3QS.

“these Terms” means these Media and Digital terms and conditions.

“Rate Card” means Easyfairs standard charges and fees as issued by Easyfairs from time to time.

2. Booking of Print Advertisement

2.1 Booking of a media print Advertisement must be made on the Booking Form, which must be completed in full, contain all information required by Easyfairs and be signed on behalf of the Buyer. Easyfairs may at its sole discretion accept Bookings by other means including written, oral or electronic means provided that these Terms shall apply to any such Booking. Until the completed Booking Form has been received and accepted by Easyfairs by the issue of the Advertisement Confirmation, Easyfairs has the right without giving notice to the Buyer to reallocate the Advertisement space to another buyer and the Booking will be null and void and of no effect.

2.2 Upon issue of the Advertisement Confirmation by Easyfairs there shall be a Contract between Easyfairs and the Buyer to which these Terms shall apply.

2.3 A media print Booking shall make clear the following details:

- (a) Advertisement size;
- (b) Issue date;
- (c) Position of advertisement; and
- (d) Advertisement cost

The position of an Advertisement, where agreed with the Buyer, shall be clearly stated on the Booking Form. Where no particular position is agreed, that Advertisement shall appear in a Run of Paper (ROP) position in the publication.

3. Booking of Digital Advertisement

3.1 Booking of a digital Advertisement must be made on the Booking Form which must be completed in full, contain all information required by Easyfairs and be signed on behalf of the Buyer. Easyfairs may at its sole discretion accept Bookings by other means including written, oral or electronic means provided that these Terms shall apply to any such Booking.

3.2 Upon issue of the Advertisement Confirmation by Easyfairs there shall be a Contract between Easyfairs and the Buyer to which these Terms shall apply.

3.3 A digital Booking shall make clear the following details:

- (a) Name of the product which is being purchased (i.e.: - type of advertisement);
- (b) Start date on which the campaign is due to begin and the duration of the campaign;
- (c) Platform the product will be advertised on and its location; and
- (d) Advertisement cost

4. Transfers

Where a Booking has been agreed by Easyfairs to be transferred from an exhibition or sponsorship Booking to an Advertisement Booking, these Terms shall supersede any other terms and conditions including previously agreed or Easyfairs issued terms and conditions.

5. Payment

5.1 Fees for media print Advertisements are invoiced as the publication is printed. Payment is due within 14 days of receipt of invoice, unless otherwise stated.

5.2 Fees for digital Advertisements, when acceptance takes place more than 30 days before the Delivery Date are invoiced as follows: the first 50% of fees is invoiced as a non-refundable deposit immediately and is due for payment within 14 days of receipt of invoice, with the remaining 50% of the fee invoiced and due 30 days before the Delivery Date.

5.3 Fees for digital Advertisements, when acceptance takes place within 30 days of the Delivery Date, are invoiced in full and due immediately.

5.4 The invoices of Easyfairs are payable without discount, set-off or deduction. The payments must be made by a transfer to the bank account number appearing on the invoices. Any dispute by the Buyer concerning an invoice must be made within 7 days following the invoice date. Any such dispute shall not under any circumstances give the Buyer the right to suspend any payment obligation or any other obligation vis-a-vis Easyfairs. In the event of non-payment of an invoice by the due date and without prior notice interest of 12% a year shall be payable on the unpaid amount from the due date to the date of payment.

5.5 If the Buyer fails to pay Easyfairs invoice or is in breach of any obligation under these Terms, Easyfairs shall be entitled to terminate the Contract with the Buyer immediately (without prejudice to any other right or remedy available to Easyfairs under these Terms or otherwise) and, without prejudice to Easyfairs' right to terminate the Contract with the Buyer in such circumstances, the outstanding balance owed by the Buyer shall become due and payable immediately.

5.6 Easyfairs reserves the right at its discretion and without notice to the Buyer to:

(a) Charge the Buyer for any extra production and colour processing costs because of any act or omission by the Buyer to supply artwork, film, copy or other materials of sufficient quality; and

(b) Change any matters shown on the Rate Card, including in particular (but not limited to), its scale of advertisement rates at any time.

6. Cancellation of an Advertisement

6.1 A Booking for which an Advertisement Confirmation has been issued cannot be withdrawn or changed unilaterally by the Buyer.

6.2 Any unilateral withdrawal or change by the Buyer of its Booking or any other application and any request made by a Buyer to reduce the Advertisement space shall be considered and treated as a cancellation.

6.3 If the Buyer wishes at any time prior to publication to cancel or reduce the Advertisement space allocated to it, then written notice of such wish, stating the reasons for such cancellation or reduction, must be given to Easyfairs by recorded delivery post. For the avoidance of doubt, Easyfairs shall not be obliged to accept the Buyer's notice of cancellation or reduction. The date of cancellation shall be the date Easyfairs notifies the Buyer that it accepts the Buyer's notice.

6.4 Without prejudice to clauses 6.1, 6.2 and 6.3, the following fees remain due on cancellation, and the Buyer acknowledges that these charges represent a genuine pre-estimate of Easyfairs' losses resulting from such cancellation:

(a) Print advertising - All cancellations, 100% of total Booking fee due

(b) Digital advertising - All cancellations, 100% of total Booking fee due

6.5 In the event that Easyfairs accepts the Buyer's notice of cancellation or reduction of its advertisement space, or in the event that Easyfairs terminates the Contract with the Buyer for whatever other reason, Easyfairs shall have the absolute discretion (but without prejudice to any other right or remedy available to Easyfairs and without being under any liability to refund or reduce any payments due under these Terms) to reallocate or resell the Advertisement space allocated to the Buyer and to apply cancellation charges equal to the amounts mentioned under clause 6.4 above.

7. Buyers Obligations

The Buyer hereby warrants, represents and undertakes to Easyfairs that:

7.1 In relation to any and all Advertisements the Buyer contracts with Easyfairs as principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser or in any other representative capacity;

7.2 Should the Buyer change its name, trading style, identity, address, or should any other details disclosed by the Buyer to Easyfairs change, the Buyer must give written notice to Easyfairs within 5 working days of such change(s);

7.3 Any and all other Advertiser Dependencies will be met and, unless otherwise agreed in writing by Easyfairs, all copy for any Advertisements will be delivered to Easyfairs in an approved digital format and/or file configuration at least 5 working days prior to the Copy Deadline. If the Buyer fails to meet this deadline, without prejudice to Easyfairs' other rights or remedies under the Contract or at law, Easyfairs shall have the right:

(a) to treat such failure as a cancellation whereupon Easyfairs shall be entitled claim the amounts due under clause 6(iv) above; or

(b) to publish the Advertisement at a time of its choosing; or

(c) to proceed with the Advertisement but repeat the copy/artwork last used or alternatively publish only the name and address of the Advertiser.

In the case of clause 7.3(b) or clause 7.3(c) applying, for the avoidance of doubt, the original total price of the Booking will remain due and payable. Any additional work to prepare the copy for publication may be charged for;

7.4 The publication of the Advertisement by Easyfairs (either in the print publication or online or both, as the case may be) in the form originally submitted by the Buyer (or as amended pursuant to clause 8 below or other provision of these Terms) will not breach any contract with a third party or infringe any copyright, trade mark or other proprietary right of any third party or otherwise be unlawful or render Easyfairs liable to any proceedings, claims, demands, costs or expenses or any other loss whatsoever;

7.5 In the case of any Advertisement submitted for publication by the Buyer which contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person or any material by which any living person may be identified, the Buyer or the Advertiser has obtained the authority of that living person to make use of his or her name, identity, image, representation and/or copy in the Advertisement;

7.6 In relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Advertiser is, or its content has been approved by, an authorised person within the meaning of the Act or the Advertisement is otherwise permitted or exempted under the Act, under the Financial Promotion Order 2001 or under any other legislation or regulations subordinate to the Act;

7.7 The Advertisement complies with the requirements of all applicable laws (including legislation, subordinate legislation or regulations, the rules of statutorily recognised regulatory authorities) and applicable laws for the time being in force or applicable to England or other parts of the United Kingdom and/or other territories or regions where the Advertisement is published;

7.8 All advertising copy submitted to Easyfairs is legal, decent, honest and truthful, and complies with the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority;

7.9 Where applicable, advertising copy submitted to Easyfairs complies with the Association of the British Pharmaceutical Industry (ABPI) Code of Practice for Marketing;

7.10 All instructions, artwork or other material submitted to Easyfairs by electronic means shall not contain software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, and shall not be corrupted;

7.11 Any information supplied in connection with the Advertisement is accurate, complete and true and not misleading;

7.12 The Buyer is authorised by the Advertiser to place the Advertisement with Easyfairs and the Buyer will indemnify Easyfairs

against any Demand incurred or suffered by Easyfairs in connection with any claim made by the Advertiser against Easyfairs arising from publication of the same;

7.13 The Buyer has retained sufficient quantity and quality of any artwork, film or other materials and copy relating to the Advertisement as Easyfairs shall not be liable for the loss of or damage to any of these items submitted to Easyfairs; and

7.14 The Buyer and/or Advertiser has obtained all necessary licences, permissions and consents which may be required to enable the Advertisement (including any image, artwork or materials) to be published.

8. Advertisements: Copy, Alterations, Accuracy, Publication, etc

8.1 Notwithstanding clause 7 above Easyfairs shall be entitled at any time, and without liability to the Buyer, to require the Buyer to amend any artwork, materials and copy for and relating to any Advertisement, or refuse (without notice) to publish any Advertisement for the purpose of:

(a) Complying with any legal, editorial, ethical or moral obligations or guidelines placed on Easyfairs, the Buyer or the Advertiser or to which Easyfairs, the Buyer or the Advertiser are subject to or required to comply with; or

(b) Avoiding the breach or infringement of:

(i) the rights of any third party;

(ii) the British Code of Advertising, Sales Promotion and Direct Marketing and all other relevant codes under the general supervision of the Advertising Standards Authority; or

(iii) any other applicable law; or

(c) Meeting to Easyfairs reasonable satisfaction:

(i) the production and quality specifications stipulated on the Rate Card; or

(ii) any other Advertiser Dependencies.

8.2 Easyfairs reserves the right at its discretion and without liability or notice to the Buyer:

(a) To decline to publish, or omit, alter, suspend or change the position of any Advertisement otherwise accepted for insertion, or publication. However, Easyfairs will endeavour to comply with the reasonable and practicable wishes of the Buyer although Easyfairs does not warrant the date of publication or insertion, the wording, or the quality of the reproduction of the Advertisement;

(b) to destroy all artwork, film, copy or other materials submitted by the Buyer and which have been in Easyfairs' possession for more than six (6) months from the date of their last use by Easyfairs, unless specific written instructions have been received from the Buyer to the contrary; and/or

(c) to refund the fee or part of the fee in circumstances where Easyfairs declines to publish the Advertisement and Easyfairs considers, in its absolute discretion, that is reasonable to pay such refund, for example, where Easyfairs does not have good reason or cause to decline to publish the Advertisement.

8.3 All copyright and all other rights of a similar nature that are created or exist in material originated by Easyfairs in connection with the publication of the Advertisement remains vested in Easyfairs.

8.4 The Buyer shall procure and ensure that, for all artwork, imagery, content, and other material provided to Easyfairs UK Ltd for the purposes of the Advertisement, the Buyer and/or Advertiser, own or have been granted the appropriate licence to use such copyright and rights. The Buyer shall indemnify Easyfairs for all Demands suffered or incurred by Easyfairs as a result of such artwork, imagery, content, and/or materials infringing the copyright or other intellectual property or other rights of a third party.

8.5 For advertorials (sponsored articles) the Buyer will have up to three opportunities to review and amend the designed advertorial, any further

amendments may incur an additional charge per amendment. It is the Buyer's responsibility to provide factual and accurate information and references to the editorial team and it is the Buyer's responsibility to ensure compliance with the Advertising Standards Authority and other relevant laws or guidelines.

8.6 If the Buyer fails to provide new artwork required by the Buyer at least 5 working days prior to the Copy Deadline, Easyfairs reserves the right to run the advertisement with the artwork Easyfairs already have on file for them (if available).

8.7 Easyfairs reserves the right to not print advertorials / editorials included in advertising packages if they fail to meet the quality standards of the publication.

8.8 Advertisements: Online Publications

(a) If the Buyer is supplying creative content in the form of an Advertisement that links to another website the Buyer must inform Easyfairs in writing at least 5 working days prior to the intended go-live date.

(b) If an Advertisement links to another website the Buyer is responsible for maintaining the link and for the content of the linked-to website. Easyfairs may remove any Advertisement which contains content or links to a website which, in Easyfairs' discretion, is (or is likely to be) defamatory or objectionable or otherwise likely to bring Easyfairs into disrepute. The Buyer will indemnify Easyfairs from and against any Demands suffered or incurred by Easyfairs arising in any connection from links contained in an Advertisement.

(c) If Easyfairs receives complaints about the content of an Advertisement it may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer or Advertiser.

(d) The provisions set out in this clause 8.8 apply in addition (save where the context expressly permits) and without prejudice to all other provisions set out in these Terms.

9. Advertisements: Responsibility & Liability

9.1 Without prejudice to specific indemnities contained in these Terms, the Buyer shall indemnify and keep indemnified Easyfairs against all Demands suffered or incurred by Easyfairs whatsoever and howsoever arising as a result of:

(a) the publication of the Advertisement; or

(b) any breach of the Buyer's obligations under these Terms or implied by law save to the extent caused directly by Easyfairs breach of these Terms or negligence.

9.2 With regard to the actual or intended insertion of an Advertisement in any print or online publication Easyfairs shall not be responsible to the Buyer or liable for:

(a) Checking the correctness of the Advertisement in the form it is received from the Buyer;

(b) Any error in the Advertisement in the form it is received from the Buyer;

(c) The wording, representation, placement or quality of colour or mono reproduction of the Advertisement;

(d) The actual positioning or prominence of the Advertisement in a print publication and/or online (as the case may be);

(e) The repetition of any error in an Advertisement ordered for more than one insertion;

(f) The distribution of the print or online publication in a specific geographical area;

(g) The failure, corruption or malfunction of any system of electronic publication, whether by means of electronic storage, display or retrieval equipment or otherwise;

(h) Any order given by the Buyer in the nature of a "stop order", which shall be treated as a cancellation;

(i) Any loss, damage or liability whatsoever and howsoever caused by delay or failure by Easyfairs to issue an Advertisement in a print publication or online publication on the due date (or such other date of release, display or publication, as the case may be), or Easyfairs decision to suspend the print and/or online publication or cease the print or online publication altogether;

(j) Any failure to perform an obligation or failure to comply with any agreed deadline or timescale under or pursuant to the Contract if such failure is caused by any event or circumstance beyond Easyfairs reasonable control (that is to say as a result of force majeure) including (without limitation) acts or threats of terrorism, strikes, lock-outs or other industrial actions or trade disputes, pandemic, epidemic or other widespread illness whether involving Easyfairs employees or those of any third party;

(k) any loss whatsoever caused as a consequence of any instructions, artwork or any other material relating to the Advertisement being submitted by the Buyer in electronic form that is in breach of any Buyer warranty or obligation under these Terms;

(l) any matter of complaint, claim or query (whether in relation to the Advertisement, in which case clause 9.3 shall apply, or Easyfairs invoice related thereto) unless raised with Easyfairs in writing within 5 working days following the publication of the Advertisement or at the date on which it is claimed the Advertisement was intended to appear, or the receipt by the Buyer of the invoice giving rise to it;

(m) Any failure of the Advertisement to meet or generate any target response levels or page impressions; and/or

(n) Any loss or damage howsoever arising due to the quality or reproduction of any photographs or files.

9.3 Subject to clause 9.2, if an Advertisement contains an error caused by Easyfairs and this detracts materially from the Advertisement then provided the Buyer gives written notice to Easyfairs of the error in the Advertisement (as the case may be):

(a) Within 5 working days of its publication or display in the case of a single order; or

(b) Before either the Copy Deadline for its next insertion or subsequent go live date (as the case may be) in the case of a series order,

Easyfairs will at its discretion either:

(i) Give the Buyer credit for the cost of the Advertisement containing the error; or

(ii) Publish the Advertisement for a second time without charge to the Buyer, and to that extent such credit or re-publication (as the case may be) shall be Easyfairs' maximum liability to the Buyer and shall be the Buyer's sole and exclusive remedy in respect of such error. Any claim dealt with under this clause 9.3 shall not affect the liability of the Buyer for payment by the due date of Easyfairs charges for the Advertisement containing the error and all other Advertisements.

9.4 Except to the extent specified in clause 9.3, Easyfairs shall not be liable for any loss or damage suffered by the Buyer (or the Advertiser) as a result of any total or partial failure of publication, distribution or availability of any print or online publication in which any Advertisement is scheduled to be included, or for any error, misprint or omission in the printing of any Advertisement.

9.5 The total liability of Easyfairs to the Buyer for any act or omission of Easyfairs its employees or agents relating to any Advertisement and/or for any liability, loss or damage arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed the amount of the fees or charges paid by the Buyer to Easyfairs for the Advertisement or the cost of a reasonably comparable further or corrective Advertisement.

Without limiting the foregoing, Easyfairs shall not be liable for any:

(a) loss of profits, revenue, sales, contracts, anticipated savings, goodwill or business; or

(b) indirect or consequential loss.

9.6 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury or fraud.

10. Defaults and Buyer's Insolvency

If the Buyer breaches or fails to perform or observe any obligations or restrictions set out in these Terms, or if the Buyer suffers any insolvency event or enters into or is subject to any insolvency process, Easyfairs shall be entitled on notice to the Buyer to terminate the Contract with the Buyer forthwith and to resell or reallocate the Advertisement space allocated to the Buyer and such termination shall be treated as a cancellation by the Buyer and the provision of clause 6 above relating to the cancellation of Advertisement space shall apply.

11. Assignment

The Buyer shall not, without the prior written consent of Easyfairs, assign, transfer, subcontract or otherwise deal in any manner with any rights or obligations of the Buyer under the Contract. Easyfairs may at any time (without notice to or consent from the Buyer) assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

12. Data

12.1 Easyfairs processes all personal data which the Buyer shares with it in accordance with applicable data protection laws and Easyfairs privacy policy, and by submitting a Booking Form the Buyer hereby acknowledges they and its personnel are aware of and have reviewed such privacy policy. The privacy policy is available on Easyfairs' website or can be obtained on request.

12.2 Easyfairs shall at all times act as controller of personal data and shall not act as processor and shall not process personal data on behalf of the Buyer or Advertiser.

12.3 The Buyer shall comply with all applicable requirements of and its obligations under applicable data protection laws in respect of personal data it collects, stores, uses, processes, transmits and/or transfers in connection with the Contract.

12.4 Without prejudice to the generality of clause 12.3, the Buyer undertakes that data it shares with Easyfairs will:

(a) comply with privacy laws or regulations applicable to its processing of personal data, including applicable data protection laws; and

(b) not cause Easyfairs to infringe applicable data protection laws.

12.5 The Buyer shall ensure it has all necessary rights, consents, notices, legitimate grounds and/or other requirements in place to enable lawful transfer of personal data to Easyfairs for the duration and purpose of the Contract.

12.6 The Buyer shall not knowingly do, or omit to do, anything, which would cause Easyfairs or any sub-processor to be in breach of its obligations under applicable data protection laws.

12.7 The Buyer, on behalf of itself and the Advertiser, acknowledges and agrees that data submitted by it in connection with a Booking may be used for the purposes of updating the Buyers and Advertiser's details on Easyfairs databases and of compiling statistical information.

13. General

13.1 These Terms, the Booking Form and the Acceptance Confirmation contain the entire agreement between Easyfairs and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it has not relied on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

13.2 The Contract shall consist of these Terms, the Booking Form and the Acceptance Confirmation. In the event of any conflict or inconsistency between the documents comprising the Contract, the highest ranked document as listed below shall take prevail and take precedence:

- (a) Advertisement Confirmation;
- (b) these Terms; and then
- (c) Booking Form.

13.3 No one other than a party or permitted assignee to the Contract shall have any right to enforce any of its terms (whether pursuant to the Contract (Rights of Third parties) Act 1999 or otherwise). For the avoidance of doubt any Advertiser who is not the Buyer has no rights under the Contract.

13.4 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 A waiver of any right or remedy is only effective if given in writing

and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy;
- (b) prevent or restrict the further exercise of that or any other right or remedy.

13.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.7 All warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Contract

14. Governing Law and Jurisdiction

These Terms and the Contract shall be constructed in accordance with English law and the Buyer hereby submits to the non-exclusive jurisdiction of the English courts.

