

**Dated:** 25 June 2015  
**Publication Owner:** Hello Publications Ltd  
**Advertiser:**

Contents Date Parties

1. Definitions
2. Summary of the Agreement
3. Licence
4. Licence Fee
5. Terms of License
6. Rights and Obligations of Advertiser
7. Rights and Obligations of Publication Owner
8. Term and Termination
9. Effect of Termination
10. Entire understanding
11. Force Majeure
12. Notices and service
13. Contracts (Rights of Third Parties)
14. Dispute resolution
15. Assignment
16. Modification, supplement, amendment and waiver
17. Successors on title
18. Jurisdiction This Agreement is made on 25 June 2015 between the following Parties: Hello Publications Ltd a company having its registered office at The Lodge, Staly Industrial, Knowl Street, Stalybridge SK15 3AL bearing registration number 09646909 ('the Publisher') and (The Advertiser).

1. Definitions These definitions will apply unless the context requires a different interpretation:

“Agreement”

means this agreement and will include all its Schedule and valid amendments

"Confidential Information"

means any personal, financial information or business related disclosed by one Party to the other Party pursuant to or in connection with this Agreement. The information disclosed may be oral, in writing or through any other medium, irrespective of whether such information is expressly described/ marked as confidential or not.

“Content”

means any information or material available in the publication or on the Website and will include any written material whether encrypted or not, pictures, videos and music in any format.

“Designated Space”

means a section in the publication and or secure and private section of Our Website that will be accessible exclusively to you through a unique username and password.

“Intellectual Property”

means Intellectual Property of every sort, whether or not registered in any country, including Intellectual Property of kinds coming into existence after today; and including, among others, patents, trade marks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, so far only as they are applicable to the Website and/or Content.

'Losses'

means any liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings;

'Licence Fee'

means an aggregate amount of per Hello Publications Ratecard Guidelines

'Licence Period'

means a period of 1 month commencing on and including unless extended or terminated earlier in terms of this Agreement.

“Party/ies”

means the Parties of this Agreement and will include their authorised representatives and

“Products”

means the goods and services that the Advertiser needs to be displayed in the publication or on the Website from time to time.

'Rights'

means the right to post an advertisement not exceeding the stated size in the publication and on the Website, in the area reserved there by the Publication Owner for the display of advertisements, by Advertisers, in the sequential order in which licences are granted to display them;

'VAT'

means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to licence fees or other sums payable by the Advertiser are exclusive of VAT;

“Website”

means Hello Publications website which will include written content, images, videos or other digital assets, which are hosted on one or more web servers accessible via the Internet and which also

include the entire computing hardware, and software installation that supports the website.

“Website Administrator”

means administrator of web sites who creates and maintains the hardware and software required to run websites including coordinating the content, quality and style of the Website.

## 2. Summary of the Agreement

1. Publication Owner is the owner, operator and moderator of the Publication and corresponding Website and provides advertising space in the publication and on the Website upon payment of fees.

2. The Advertiser is engaged in the business and wants to advertise its business/products /services in the publication and or on the Website.

3. The Publication Owner has agreed for the same subject to the terms and conditions of this Agreement.

4. The Parties are independent entities and nothing in this Agreement creates or will be deemed to create a partnership, joint venture, agency, Advertiser or employment relationship between the Parties.

### 3. Licence

1. The Publication Owner hereby grants 'License' to the Advertiser for the use of the Designated Space for advertising its Products.

2. The License will be valid throughout the term of this Agreement subject to the payment of the License Fee and fulfilment of all the terms and conditions of this Agreement.

### 4. License Fee

1. The Advertiser will pay an amount as stated on the Hello Publications Rate Card as Licence Fee to the Publication Owner for the Licence as agreed in the order form.

2. Advertiser will pay Licence Fees to the Publication Owner in a manner set out in Schedule 1 of this Agreement.

3. The Licence Fee will be paid through banker's order / credit transfer / UK bank's cheque to any bank and account in the United Kingdom that the Publication Owner nominates from time to time

4. The Advertiser will be liable to pay an interest of 8% on all overdue payments from the date it first falls due till actual payment.

5. The Parties agree that the License Fees may increase annually at the rate of 10 % over the previous year or at any other rate as may be decided by the Parties in writing at least 15 days before the anniversary of the date of signing this Agreement.

6. The Advertiser will be liable to pay all the taxes and duties imposed by the government on the transactions contemplated in this Agreement.

### 5. Terms of Licence

1. The Advertiser will pay the Licence Fee and applicable taxes in a timely manner this being within 30 calendar days of the due payment date, throughout the term of this Agreement.

2. The Advertiser will not assign, charge or sub-license the rights of advertisement granted in terms of this Agreement.

3. The Advertiser will ensure that the Content and Products being advertised in the Designated Space is not illegal, immoral or unethical.

4. The Advertiser will take out an insurance policy with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the Rights in the amount of [£000] in respect of any one claim.

5. The Advertiser will make available to the Publication Owner or his agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

6. The Advertiser will not display any advertisement which is unlawful or contravenes the British Code of Advertising, Sales Promotion and Direct Marketing or is immoral, defamatory, abusive, deceptive, fraudulent, pornographic or is likely to offend those who see it or

would be likely in the opinion of the Publication Owner bring the Publication Owner into disrepute. In addition the said advertisement must comply with such advertising guidelines as the Advertiser may reasonably stipulate from time to time.

7. The Advertiser will comply in all respects with the requirements of all statutes applicable to the exercise of the License.

8. The Advertiser will not change the identification of the Website, configure anonymous user name or password, throttle bandwidth, create virtual directories or change their paths, or change application isolation. Publication Owner will not be responsible for any loss of Content or data or infringement of Intellectual Property rights of the Advertiser by a third party pursuant to its publication on the Website or Designated Space.

#### 5. Rights and Obligations of the Advertiser

0. The Advertiser may at its sole discretion modify the Content and/or Products advertised on the Designated Space, at any time during the term of this Agreement.

1. The Advertiser will use the Website only for the purpose of its own business and Products and will not use or allow the Designated Space or Website to be commercially used by any third party.

2. Advertiser will not transfer its rights in terms of this Agreement to any third party without prior consent of the Publication Owner.

3. Advertiser will obtain all licenses and approvals required by it under law to use the Website for its business purposes.

4. This Agreement does not convey to the Advertiser an interest in or in the Web Site, but only a limited right of use in accordance with the terms of this Agreement.

5. Advertiser will not have the right to claim any service provided by the Publication Owner, to any third party, except as provided in this Agreement.

6. The Advertiser will keep the Publication Owner fully indemnified against all losses arising directly or indirectly out of any act, omission, or negligence of the Advertiser, or any persons acting on its behalf expressly or impliedly.

7. The Advertiser will not do or omit to do anything that could cause any insurance policy on or in relation to the Website to become wholly or partly void or voidable, or do or omit to do anything by which additional insurance premiums may become payable.

#### 6. Rights and Obligations of the Publication Owner

1. The Advertiser acknowledges and agrees that the Website along with related trademarks, service marks, and trade names are proprietary products of Publication Owner.

2. All right, title, and interest in and to the Website, including all data and associated Intellectual Property Rights, are and shall remain with Publication Owner.

3. The Publication Owner reserves the right to remove or edit from the Website, Content or Product which is found to be illegal or derogatory in nature.

4. The Publication Owner reserves the right to disable and take down the Website or remove or obscure the Advertisement if necessary for the carrying out of maintenance of the Website. Such maintenance work will be completed within 48 hours the Publication Owner will notify the Advertiser of the expected time normal service will resume.

5. The Publication Owner may grant advertising rights to any third party for advertising its products and services on the Website at its sole discretion.

6. The Publication Owner will ensure that the viruses are excluded from the Website however it will not have any liability for any loss of data due to the same. The Advertiser is therefore recommended to take all appropriate measures and ensure all appropriate safeguards are in place.

7. The Advertiser will ensure that the privacy of the personal information of its customers and visitors is maintained and the Publication Owner shall not be liable for any breach of privacy policy or the Data Protection Act 1998 in this regard.

8. The Publication Owner will be liable in accordance with the Disability Discrimination Act, 1995, if the structure of a website makes it impossible or unreasonably difficult for disabled persons to use the Website.

#### 1. Term and Termination

0. This Agreement will come into force on the date of signing and will continue to be in force for a period unless extended by the Parties or terminated earlier as provided below.

1. Either Party may terminate this Agreement by giving a 14 days written notice in advance to the other Party unless it has already gone to print if your order is made within 14 day period before printing is started.

2. The Publication Owner may terminate this Agreement with immediate effect in the following events:

I. in the event that a advertiser fails to make payment of the license fee continuously for two successive instalments; or

II. the advertiser is declared insolvent or has a receiver appointed by any competent court of law or authority ;or

III. in the event of a material breach of any of the other terms of this agreement which cannot either be rectified or are not rectified the specified in the notification for rectification of the same from the Publication Owner.

3. The Advertiser may terminate this Agreement with immediate effect in the following events:

I. the ownership rights of the Publication Owner in respect the website are disputed or challenged by a third party in any court of law or before any competent authority.

II. the Publication Owner is declared insolvent or has a receiver appointed by any competent court of law or authority

## 2. Effect of Termination

0. Notwithstanding termination of this Agreement for whatever reason, all the provisions that are intended to operate or have effect after termination or expiration shall continue in full force and effect.

1. All license rights granted to the Advertiser under this Agreement shall immediately stand terminated.

2. All the outstanding dues payable by Advertiser will become immediately due and payable;

3. The Advertiser shall cease to use, either directly or indirectly, any confidential information of the Publication Owner and confirm it has been confidentially destroyed or erased in all its forms.

5. All Intellectual Property rights and licenses granted to the Advertiser under this Agreement shall immediately terminate.

6. All claims or actions that one party has against the other shall remain intact despite termination.

6. Entire understanding

1. This Agreement contains the entire agreement between the Parties and supersedes all previous agreements and understandings between them.
2. Each party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty or other term not forming part of this Agreement.

#### 7. Force majeure

1. Neither Party will be liable for any breach of its obligations resulting from causes beyond its reasonable control.
2. Each of the Parties agrees to give written notice to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it.

#### 8. Notices and service

0. Any notice or other information required or authorised by this Agreement to be given by either party to the other may be given by hand or sent by first class pre-paid post, or electronic means to the other party at the address provided for that type of communication.

1. Any notice or information given by post shall be deemed to have been given on the seventh day after it was posted; and proof that the envelope containing any such notice or information was properly addressed, pre-paid and posted, and that it has not been returned to the sender, shall be sufficient evidence that it has been duly given.

2. Any notice or other information sent by electronic means shall be deemed to have been duly sent on the date of transmission.

3. Service of any legal proceedings concerning or arising out of this Agreement shall be affected by causing the same to be delivered to the party to be served at his main place of business or its registered office, or to such other address as may from time to time be notified in writing by the party concerned

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9. Contracts (Rights of Third Parties) This Agreement will not create or be deemed to create any right in favour of a third party under the Contracts (Rights of Third Parties) Act 1999.

#### 14. Dispute resolution

1. In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

2. Subject to paragraph 13.1, if any difference shall arise between the Publication Owner and the Advertiser touching the meaning of this Agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

15. Assignment The Advertiser will not assign any rights or obligations guaranteed under this Agreement to a third party without the prior written consent of the Publication Owner.

16. Modification, supplement, amendment and waiver

1. No modifications, supplement or amendment to this Agreement shall be binding except made in writing by both The Parties.

2. The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

17. Successors in title The benefits and obligations as set out under this Agreement shall be binding on any successors in title.

18. Applicable Law and Jurisdiction This Agreement shall be interpreted according to the Laws of [England and Wales / Scotland / Northern Ireland] and the Parties agree to submit to the exclusive jurisdiction of the [England and Wales / Scotland / Northern Ireland] courts. Signed on behalf of the Publication Owner: Helen Muirhead  
Head of Marketing