

Law Society Gazette

Advertising terms and conditions (“the Terms”)

“Advertiser” means the individual or organisation which contracts with the Society for the placing of an Advertisement.

“Advertisement” means content to be printed on the page of Society publications or loose or other separate inserts in Society publications or content to be made available on Society websites or other Society social media channel.

“Agreement” means these terms and conditions, the applicable Rate Card and any Order Form issued by the Society in connection with a specific Advertisement.

“Costs” means the sums payable by the Advertiser to the Society for the Advertisement, as notified to the Advertiser by the Society in the Order Form, the Rate Card or otherwise.

“Linked Website” means any website to which there is a hypertext link from an Advertisement.

“Order Form” means the written acceptance by the Society of the Advertisement which may include Costs.

“Rate Card” means the rate card applicable to the Advertisement in effect at the time of order which may include, among other things Costs, technical specifications, artwork, copy specifications, copy and cancellation deadlines and additional terms.

1. No variation to the Terms shall apply without the prior written agreement of the Society.

2. The submission of copy to the Society shall signify the acceptance of the Advertiser of the Terms to the exclusion of all other terms, or similar documentation issued to the Society by the Advertiser.

3. If an Advertisement is placed by an advertising agency or other form of media buyer, the advertising agency or media buyer warrants it is entering into this Agreement with the Society as principal, notwithstanding that it may be acting directly or indirectly for another organisation, and so, for the avoidance of doubt, the advertising agency or media buyer shall constitute the Advertiser for the purposes of this Agreement. The Advertiser agrees there is no direct or collateral contractual relationship between the Society and the Advertiser’s client. Accordingly an Advertiser’s client shall have no rights under this Agreement under the Contract (Rights of Third Parties) Act 1999.

4. The Society shall be entitled at its absolute discretion to refuse or cease to publish any Advertisement at any time without explanation or entering into any form of correspondence or dialogue with the Advertiser excepting notification of such refusal or decision to cease further publication. In cases where the Society ceases publication of an Advertisement under this clause 4, its sole liability shall be to refund the Advertiser for any Costs that the Advertiser has already paid for the Advertisement.

5. The Advertiser shall be responsible for ensuring, and warrants that:

(i) the Advertisement and (as applicable) any Linked Website is legal, truthful, honest and decent and otherwise complies with the British Advertising CAP Code of Practice and any other applicable codes, guidance or regulations provided under the remit of the Advertising Standards Authority;

(ii) the Advertisement and (as applicable) any Linked Website comply with all relevant primary and secondary legislation (including but not exclusively, the Equality Act 2010, the Trades Descriptions Acts 1968 and 1972 and the Financial Services and Markets Act 2000) as may be amended or revised from time to time and are lawful in all other respects;

(iii) the Advertisement as originally submitted to the Society (or as subsequently amended on the instructions of the Advertiser) and any Linked Website does not infringe any copyright, trademarks or other intellectual property or other proprietary rights of

any third party and that the Advertiser has full and adequate permissions for the use of any and all third party intellectual property or other proprietary rights which the Advertisement and any Linked Website may contain;

(iv) if the Advertisement is placed by an advertising agency or media buyer as principal, that the Advertiser is authorised by its client to place the Advertisement;

(v) that any electronic files provided by or communications sent to the Society shall be free of computer viruses, bugs, Trojan horses or similar harmful components; and

(vi) that the Advertiser (and where an Advertisement is placed by an advertising agency or media buyer as principal, the Advertiser’s client) shall comply with all obligations under the Bribery Act 2010 and the Modern Slavery Act 2015.

6. The Advertiser shall fully indemnify, and keep fully indemnified, the Society against all claims, costs loss or damages howsoever arising from:

(i) the breach of the warranties included under paragraph 5 above; and

(ii) allegations of defamation, contempt of court, malicious falsehood or breach privacy.

The Advertiser shall at all times maintain suitable insurance for its obligations under this paragraph 6.

7. The Society shall use all reasonable endeavours to achieve agreed publication dates for Advertisements. However, for the avoidance of doubt the date of publication of an Advertisement or series of Advertisements shall not be of the essence of this Agreement.

8. The liability of the Society to the Advertiser howsoever arising in respect of the publication or non-publication of any Advertisement or series of Advertisements, including from breach of any of the Society’s obligations under this Agreement, including, errors or omissions in respect of Advertisement content, the breach of any implied terms of fitness for purpose or satisfactory quality, or any terms under any collateral contract deemed to exist by a court or tribunal of competent jurisdiction, or from the act, omission or negligence of the Society or its employees or agents, shall be limited to the sum paid or payable by the Advertiser to the Society in respect of the Advertisement in question. In particular the Society shall not be liable to the Advertiser or to any third party for any loss of income, revenue, profits, goodwill or any consequential or indirect loss or from damage to or loss of materials provided to the Society by the Advertiser. The Society does not exclude liability for death or injury arising from the Society or its agents or employee negligence.

9. In cases of online Advertisements, the Society shall use reasonable endeavours to maintain technical access to its websites. However, because of the nature of the internet, the Society gives no warranty that access will be uninterrupted.

10. The Society shall notify the Advertiser prior to acceptance of the Advertisement of the Costs which may include any series discount or other adjustments to the Rate Card.

11. The Society shall be entitled to vary the Rate Card at any time prior to publication upon written notice to the Advertiser and in such an event the Costs shall be varied accordingly. In the event of the Society varying the Rate Card the Advertiser shall be entitled to cancel the Advertisement or the balance of a series of Advertisements without further liability on written notice to the Society.

12. All Costs are exclusive of any VAT or other applicable taxes.

13. All Costs under this Agreement are payable in full and without set-off within 30 days of the date of the invoice, or such other period as may be specified on

the Order Form or otherwise notified to the Advertiser by the Society.

14. Any series discount provided by the Society is offered solely on the basis of the Advertiser completing the agreed series of Advertisements.

If at any time prior to the completion of the series of Advertisements the Advertiser cancels the balance of the series, or this Agreement is terminated by the Society due to the default of the Advertiser, the Advertiser shall be immediately liable for the balance of sums due between the undiscounted Rate Card Costs which would have applied to all published Advertisements in the series and discounted sums already paid by the Advertiser.

15. All advertising charges (ex VAT) (except classified lineage and semi-display) are subject to a 0.1% Advertising Standards Board of Finance levy, payable by advertisers to help finance the self-regulatory system administered by the Advertising Standards Authority. Advertising agencies or media buyers shall be responsible for collecting this surcharge from their clients and paying it to the Advertising Standards Authority.

16. Cancellation or administration charges, as detailed in the Rate Card, or otherwise as may be notified to the Advertiser, by the Society may apply to any Advertisement cancelled by the Advertiser prior to publication.

17. All copy must be submitted by the Advertiser in accordance with deadlines as detailed in the Rate Card or Order Form, or otherwise as may be notified to the Advertiser by the Society. All copy must be provided in such format or formats as may be notified by the Society to the Advertiser or which otherwise is acceptable to the Society. Costs are subject to suitable copy or artwork being supplied in an appropriate format. If additional production work is needed the Society may charge additional Costs.

18. Corrections to the copy may not be incorporated unless proofs are returned by any deadline specified by the Society. If copy or copy instructions are not received in writing by the specified deadline the Society may, at its discretion and without liability, reproduce the most appropriate copy available. If no copy is available, the Advertiser shall still be liable for the Costs of the booked Advertisement.

19. The Society shall use reasonable endeavours to take care of the Advertiser’s (or the Advertiser’s client’s) property which may be provided in respect of an Advertisement. However the Society shall not be liable for any loss of or damage to copy, artwork, photographs or other materials, and the Advertiser shall maintain copies of and insurance for such materials as appropriate.

20. The Society shall return all the Advertiser’s (or the Advertiser’s client’s) property to the Advertiser upon request. However the Society shall be entitled to destroy or otherwise dispose of all such property held by the Society for more than twelve months from the date of last use.

21. The Society shall be entitled to exercise a lien over any Advertiser (or Advertiser’s client’s) property held until all Costs due from the Advertiser are fully received.

22. Mail order advertisements shall conform to the British Code of Advertising Practice and should clearly state in the text of the Advertisement, not just the coupon, a full postal address at which the Advertiser can be contacted during business hours.

23. This Agreement shall be subject to the Laws of England and Wales and the exclusive jurisdiction of the English and Welsh courts.

Reviewed May 2018