

## **IFC REVIEW TERMS AND CONDITIONS FOR ADVERTISERS**

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### **General**

1. All Advertisements accepted for publication by the IFC Review in any of its print or online publications are accepted subject to these terms and conditions. Any other conditions proposed by the Buyer shall be void unless accepted by IFC Review in writing.
2. In these conditions:
  - "**Advertiser**" means the person whose goods or services are advertised;
  - "**Advertisement**" means display, recruitment, online, email, mail order and classified advertising and shall include inserts, supplements and re-directed advertisements;
  - "**Buyer**" means the person placing the order for the insertion of the Advertisement;
  - "**Medium**" means the print or online publication taking the booking.
  - "**IFC Review Site**" means the RBI website(s) onto which an Advertisement is sold
3. All Advertisements are accepted subject to space being available in the Medium.
4. IFC Review reserves the right to cancel any order without liability in the event of becoming aware of any meetings of creditors, bankruptcy, liquidation proceedings, the appointment of a receiver or administrative receiver over the whole or substantial part of the Buyer's assets, or any indication whatsoever of financial difficulties.
5. These conditions and all other express terms of the contract between IFC Review and the Buyer shall be governed and construed in accordance with the Laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

### **Buyer to contract as Principal**

6. The Buyer warrants that the Buyer contracts with IFC Review as principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with IFC Review

### **Delivery and Ownership of materials**

7. Copy must conform to IFC Review requirements and IFC Review reserves the right to charge for any additional work involved in amending the copy of the Advertisement to conform to its requirements.
8. Any intellectual property rights in designs prepared by IFC Review shall remain the property of IFC Review and Advertisements including such designs may not be reproduced without IFC Review consent.

### **Booking procedures**

9. If an Advertisement includes a promotion, competition or a special offer of merchandise the Advertiser must provide full details to IFC Review on request.

### **Prices and Payment terms**

10. Prices published by IFC Review from time to time are subject to revision at any time and orders are accepted on the condition that the price binds IFC Review only in respect of the period specified in the applicable rate card.
11. Series discounts apply only to orders placed in advance and completed within the agreed period. IFC Review reserves the right to adjust advance discounts and/or to surcharge in the event of a series of Advertisements not being completed within that period. If the Buyer cancels the balance of a contract to publish a series of Advertisements, except in the circumstances set out in paragraph 23, it relinquishes any series discount and all Advertisements will be paid for at the appropriate rate.
12. Prices are exclusive of applicable Value Added Tax which the Buyer shall additionally be liable to pay to IFC

Review, where applicable

13. Credit accounts must be settled in accordance with the terms shown on the invoice, which are strictly net. In default, all outstanding transactions will become liable for immediate settlement. Interest will be charged monthly on overdue accounts at the rate of 2% above the HSBC Bank Lending Rate.

#### **Limitations on IFC review 's Liability**

14. Except to the extent specified in paragraph 15, IFC Review shall not be liable for any loss or damage suffered by the Buyer as a result of any total or partial failure (howsoever caused) of publication, distribution or availability of any Medium in which any Advertisement is scheduled to be included or for any error, misprint or omission in the printing of any Advertisement. In the event of a printing error or omission, which detracts materially from the Advertisement, IFC Review will either reinsert the Advertisement or relevant part of the Advertisement in a subsequent issue or make a reasonable refund of or adjustment to the price paid by the Buyer. No reinsertion, refund or adjustment will be made for any other error or omission.
15. The total liability of IFC Review to the Buyer for any act or omission of IFC Review, its servants or agents relating to any Advertisement shall not exceed the amount of a full refund of any price paid to IFC Review for the Advertisement or the cost of a reasonably comparable further or corrective Advertisement. Without limiting the foregoing, IFC Review shall not be liable for any loss of profits or business or for indirect or consequential loss. IFC Review accepts no liability for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error occurs. Complaints regarding reproduction of printed Advertisements must be received in writing within one calendar month of the cover date.
16. IFC Review accepts no responsibility for the quality of reproduction of any photograph supplied by the Buyer, its agents or servants.

#### **Cancellation or suspension**

17. Cancellation or suspension of an Advertisement by the Buyer must be received in writing by RBI within the period specified by the appropriate Medium. Periods for acceptance of cancellation or suspension vary in accordance with differing production requirements. For this Print edition of the annual IFC Review cancellation must be 6 months prior to publishing date or a cancellation fee equivalent to the price of the advertisement will be applicable.
18. IFC Review reserves the right to omit or suspend an Advertisement at any time for good reason, without liability to the Buyer and shall notify the Buyer as soon as possible. If such omission or suspension is due to the act or default of the Buyer, the Advertiser or their respective servants or agents, then the Buyer shall pay for the Advertisement in full notwithstanding that the Advertisement has not been published.

#### **Buyer's Warranties and Indemnities**

19. The Buyer warrants that the Advertisement does not contravene the British Code of Advertising Practice and is not in breach of any relevant legislation, including the Race Relations Act 1976, the Sex Discrimination Act 1976 (both as amended), the Disability Discrimination Act 1995, the Employment Equality (Age) Regulations 2006 and the Obscene Publications Act and also including any legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific Advertisers, products or services.
20. If any Advertisement submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, the Buyer warrants that the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.
21. The Buyer will indemnify and hold harmless IFC Review from and against any claim that the Advertisement infringes the copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person. RBI reserves the right to withdraw and/or refuse to publish an Advertisement without liability to the Buyer if it reasonably believes that the Advertisement may make RBI or the Advertiser liable to any complaint, claim or proceedings.
22. The Buyer is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates and will indemnify and hold IFC Review harmless

accordingly.

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### **PRINT ADVERTISING**

23. Copy must be supplied by the Buyer without application from IFC Review. If copy instructions are not received by the agreed date, no guarantee can be given that any agreed proofs will be supplied or corrections made and IFC Review reserves the right to repeat the most appropriate recent copy or omit the Advertisement. Where a layout or proof is submitted to the Buyer, it must be returned on the date specified and IFC Review reserves the right to publish the Advertisement in the same form as any layout or proof submitted if the layout or proof is not returned on the date specified. In any of these cases, the total price of the order will remain unaltered.
24. If, at its discretion, IFC Review considers it necessary to modify the space or alter the date or position of the Advertisement or make any other alteration to an Advertisement accepted for insertion, the Buyer will have the right to cancel the publication of the Advertisement if the alterations requested are unacceptable.
25. Where an Advertisement has been accepted by IFC Review and includes inserts IFC Review reserves the right to charge the full price if the inserts fail to arrive at the agreed time and place for insertion.
26. Charges will be made to the Buyer where printers are involved in extra production work owing to acts or defaults of the Buyer or the Advertiser.
27. All gross display Advertisement rates are subject to the current Advertising Standards Board of Finance ('ASBOF') levy payable by the Buyer. Where an order is placed by a Buyer who is an advertising agency, the Buyer will be responsible for paying the levy to ASBOF. Where an Advertiser places advertising direct, IFC Review reserves the right to add the ASBOF levy to its gross rate and pass this direct to ASBOF.

### **DIRECTORY ADVERTISING**

28. IFC Review cannot guarantee the position of any printed Advertisement. Advertisements will be placed as near as possible to the selected position as the page make-up permits. IFC Review reserves the right to modify the wording of any classification or trade heading in the Medium or the Advertisement.
29. Requests for cancellation or reduction of an order may be considered but only if received in writing by IFC Review within 28 (twenty eight) days from signing the order providing that such notification is made at least 90 (ninety) days prior to the final copy date.
30. Changes in printed copy must be confirmed in writing by the Buyer in time for the changes to be made to the Advertisement by IFC Review. IFC Review reserves the right to charge for any additional expenses involved in such changes.

### **ONLINE ADVERTISING**

31. The Buyer must deliver complete creative content to IFC Review at least 2 working days before 9am on the go-live date in a format which complies with IFC Review online format for such content. To cancel or alter an order the Buyer must inform IFC Review by e-mail or fax to the number or address on the order, at least 1 Month before 9am on the go-live date. Otherwise, IFC Review may not be able to achieve the specified go-live date but the Buyer must pay the full amount irrespective of whether any delivery target for impressions have been met.
32. If the Buyer is supplying creative content in the form of a redirected advertisement the Buyer must inform IFC Review by email at least one working day prior to go-live date or change of creative of all the creative to be used in rotations and before creative content is changed following the go-live date.
33. If an Advertisement links to another site, the Buyer is responsible for maintaining the link and for the content of the linked site. IFC Review may remove any Advertisement which contains content or links to a site which, in IFC Review opinion, is defamatory or objectionable or will bring IFC Review into disrepute. The Buyer will indemnify IFC Review from and against any claims or liability arising from links contained in an Advertisement.
34. Advertisements may contain only such information and code as is necessary to run the Advertisement effectively on the relevant IFC Review Site. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any IFC Review Site or enables the Buyer or any third party to serve such

users with any advertising other than the Advertisement.

35. If an Advertisement is supplied which does not comply with these terms and conditions or IFC Review receives complaints regarding an Advertisement, IFC Review may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer.
36. Where an Advertisement is sold on a cpm basis, IFC Review will provide the Buyer with delivery statistics and campaign reports on a regular basis throughout the campaign period. The statistics and other reports provided by RBI shall, in the absence of manifest error, be binding on the Buyer and are in lieu of any other right of audit.
37. The Buyer's sole remedy if IFC Review, or its third party subcontractors who may host and serve Advertisements from time to time, make an error in displaying any Advertisement is the cost of re-running the relevant Advertisement. Neither IFC Review nor its subcontractors shall be liable for failure to display the Advertisement caused by circumstances outside their control.

### **RECRUITMENT ADVERTISING**

38. Any Buyer or Advertiser who is either an employment agency or an employment business (as defined by the Employment Agencies Act 1973 ('the Act')) must ensure that Advertisements comply with their obligations under the Act and the Conduct of Employment Agencies and Employment Businesses Regulations 2004.
39. Buyers and Advertisers agree to deal fairly and professionally with individuals who may respond to a recruitment related Advertisement and to indemnify IFC Review from and against any claim brought by an individual against IFC Review arising from a breach of this obligation or any other of these terms and conditions.
40. IFC Review does not guarantee any response to recruitment related Advertisements or that responses will be from individuals suitable for the job advertised. It is the Advertiser's responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.