

## WHATS LOCAL MAGAZINE TERMS & CONDITIONS

"The company" means MT Media Limited

What's Local Magazine is a division of MT Media Ltd

"You" means the customer

"The agreement" means the terms agreed in this agreement

Please note that this is a paperless contract and you do not need to sign and return anything in order to be bound by our terms and conditions of business. You have accepted this on our recorded confirmation call at the point of sale. The contract is a business to business contract that carries no cooling off period.

### THE COMPANY AGREES:

#### 1.0

To offer you advertising in the magazine titled WHAT'S LOCAL MAGAZINE in the issue and area as specified on your invoice, which is distributed through selected retail outlets & residential households as deemed suitable by the company.

#### 1.1

To create your studio artwork. This is included in the fee shown on your invoice to the value of 2 hours studio production time.

#### 1.2

To notify you of any material changes in distribution schedules. For details of distribution please visit [www.whatslocalmagazine.com](http://www.whatslocalmagazine.com) or alternatively email [customer.service@mtmediagroup.com](mailto:customer.service@mtmediagroup.com).

### YOU AGREE:

#### 1.3

To supply all necessary material to us within 7 days of this agreement unless otherwise specified, in order for our design studio to create and proof your artwork.

#### 1.4

To send any material by the use of recorded or registered mail to MT Media Ltd, 3 Rivers House, 127 Springfield Road, Chelmsford, CM2 6JN or alternatively email to [customer.service@mtmediagroup.com](mailto:customer.service@mtmediagroup.com).

#### 1.5

To supply any relevant artwork in a format approved by the company within the time scales demanded.

#### 1.6

To warrant that the advertising complies with the code of advertising practice and/or any statutory orders and guidelines.

#### 1.7

That any additional studio design costs incurred may be passed to your account and a VAT invoice supplied 7 days prior to any charges being applied.

#### 1.8

To contact us within 7 days to query any of the terms and conditions within this agreement. If you do not make contact with the company within 7 days you are deemed to have accepted the terms & conditions.

#### 1.8

To settle the invoice that the company will send you within the credit terms allowed (if applicable). Credit terms will be detailed on the invoice.

1.9

The company reserves the right to change the terms and conditions at any time and will send a copy of the revised terms and conditions within a reasonable time. If you do not contact us within 21 days of them being received, you are deemed to have accepted them.

1.10

All invoices are assigned to Arbuthnot Commercial Finance Limited

1.11

The Late Payment of Commercial Debts (Interest) Act of 1998 and the Late Payment of Commercial Debts Regulation will be applied to all overdue invoice(s) for payment.

1.12

The maximum liability relating to this invoice is the net invoice value in all cases.

1.13

If any artwork is not supplied, approved or signed off within the timescales set out in this agreement, you authorise us to create artwork on your behalf or use existing artwork in the publication. The fee on the invoice shall be due regardless.

1.14

You agree that the company shall not be held responsible for issues with design or print outside of our control and that the full fee shown on your invoice shall be due regardless.

1.15

You agree that distribution outlets may change from month to month and from area to area and that the dates at which distribution commences may change.

1.16

As this is a business to business contract there is no cooling off period in which you can cancel your agreement to advertise.

1.17

Both parties agree that no level of business can be guaranteed throughout this Agreement.

1.18

The company may record and monitor calls for training and/or security purposes. In all cases the recording remains the sole property of the company. You authorise that the call recordings may be passed to financiers of the company in order to assist with debt recovery practices and payment enforcement. You agree that the Company may use these recordings to assist in the resolution of any disputes which may arise.

1.19

The company has a policy of continued product development and you agree that the format, position, layout and distribution of the magazine and your advertisement may change in accordance with this policy.

1.20

You agree that all distribution outlets are subject to change at any given point in time and if such changes do occur alternative measures will be introduced if deemed suitable by the company.

1.21

Initial payments and deposits are non refundable regardless of their value.

1.22

The company shall accept no liability in respect of costs, expenses, demands, claims or any other matter arising from this agreement. The maximum liability is the net invoice value in all cases.

1.23

Nothing in this agreement shall constitute a partnership between you and the company.

1.24

Where you have agreed to pay by credit card the company reserves the right to charge an additional 2.5% surcharge to the gross invoice value.

1.25

Where payment has not been made within the terms agreed with the company, the company reserves the right to pass the charges to any credit card or debit card that you have previously supplied to the company. Where this is appropriate the charges passed to your card will be passed to our financiers as appropriate in order to bring your account into order.

1.26

You authorise the company to process personal data and data relating to your contract with the company in accordance with the Data Protection Act (DPA) legislation, revised from time to time.

1.27

You authorise the company to share your data with other group Companies for the purpose of managing the relationship and services of other group companies and our financiers, where appropriate.

1.28

The copyright in your advertisement remains with the company until such time that you pay the sum due to us in full as detailed on your invoice.

1.29

There is no right to set off.

1.30

You agree that this invoice may be assigned to third parties as specified by the Company.

1.31

If you have any customer service issues please contact us via e-mail at [customer.service@mtmediagroup.com](mailto:customer.service@mtmediagroup.com) where we shall respond to your issue in accordance with our complaints procedures, a copy of which is available upon request.