

INTERNATIONAL TAX REVIEW FULL TERMS AND CONDITIONS FOR ADVERTISING

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

Advertisement: the Customer's Advertisement including (without limitation) all Documents, information, specifications and materials relating to the Services.

Contract: the Customer's purchase order on the Order Form and the Supplier's acceptance of it, or the Customer's acceptance of a quotation for Services by the Supplier under condition 2.2.

Customer: the person, firm or company who purchases Services from the Supplier as detailed on the Order Form.

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Services: the placing of an Advertisement in one of our Publications or on our Website to be provided by the Supplier under the Contract as set out in the Order Form.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings in these conditions shall not affect their interpretation.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Order Form and schedules form part of the Contract.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to writing or written includes faxes and e-mail

1.7 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.8 References to conditions and schedules are to the conditions and schedules of the Contract.

2. APPLICATION OF CONDITIONS

2.1 These Conditions shall:

- apply to and be incorporated into the Contract; and
- prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:

- by a written acknowledgement issued and executed by the Supplier; or
- (if earlier) by the Supplier starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days from its date, provided that the Supplier has not previously withdrawn it.

3. COMMENCEMENT AND DURATION

3.1 The Services supplied under the Contract shall be provided by the Supplier to the Customer from the date specified in the Order Form or in the absence of a specification from the date of publication of the Advertisement in one of the Publications or on the Website.

3.2 Subject to condition 9, the Services supplied under the Contract shall continue to be supplied for the period of time as stated on the Order Form.

4. SUPPLIER'S OBLIGATIONS

4.1 The Supplier shall use reasonable endeavours to provide the Services, and shall use reasonable endeavours to meet any performance dates specified in but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

4.2 Unless a guaranteed position for publication has been agreed on the Order Form, the Supplier has the right to insert the advertising anywhere in the Publication or Website at its discretion, and any condition on contracts, orders or copy instructions involving the placement of advertising within an issue of the Publication (such as page location, competitive separation or placement facing editorial copy) will be treated as a positioning request only and cannot be guaranteed.

4.3 The Supplier's inability or failure to comply with any such condition shall not relieve the Customer of the obligation to pay for the advertising. The Advertiser must submit written notification of any claim arising out of the advertising within sixty (60) days of the submitted publication date for the advertisement. The Advertiser's sole recourse against the Publisher under this condition shall be in the form of an allowance or a "make-good" in the Publication as determined by the Publisher.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- co-operate with the Supplier in all matters relating to the Services;
- provide the Supplier, its agents, subcontractors, consultants and employees, with Input Material in advance of publication by no later than:
 - the 10th at the latest of the month of publication (in the case of the Publication)
 - three working days prior to the campaign launch date (in the case of the Website)
- provide to the Supplier, in a timely manner, such Advertisement and other information as the Supplier may require and ensure that it is accurate in all material respects;
- ensure that all Advertisements (and in the case of web advertising, websites that your advertisements link to) shall comply with relevant financial compliance legislation.

5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

6. CHARGES AND PAYMENT

6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in the Order Form.

6.2 The Supplier shall invoice the Customer in accordance with the payment schedule as set out in the Order Form

6.3 The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 28 days of receipt.

6.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

- charge interest on such sum from the due date for payment at the annual rate of 1.5% above the base lending rate from time to time of the Bank of England, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- suspend all Services until payment has been made in full.

6.5 Time for payment shall be of the essence of the Contract.

6.6 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition 6.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

6.7 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

6.8 If the customer requests an invoice to be changed from the details as supplied on the Booking Form then an administration fee of £100/£150 will be charged by International Tax Review.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 As between the Customer and the Supplier, all Intellectual Property Rights in the Advertisement are owned by the Customer and the Customer licenses such rights to the Supplier free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Supplier to provide the Services.

7.2 The Customer warrants that they are authorised to publish the entire contents and subject matter of the Advertisement and that such publication (or availability) will not violate any law or infringe upon any right of any party. In consideration of the publication of advertisements, the Customer will indemnify, defend, and hold harmless the Supplier from and against any and all consequential loss (including loss of profits) and expenses (including, without limitation, legal fees) arising out of the publication of such Advertisements in the Publications and on the Website, including, without limitation, those arising from claims or suits for defamation, infringement of any third party intellectual property rights, misappropriation or rights of privacy or publicity, or from any similar claims now known or hereafter devised or created.

8. LIMITATION OF LIABILITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

8.1 This condition 8 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:

- any breach of the Contract;
- any use made by the Customer of the Services; and
- any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

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

8.3 Nothing in these Conditions limits or excludes the liability of the Supplier:

- for death or personal injury resulting from negligence; or
- for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier; or

8.4 Subject to condition 8.2 and condition 8.3

- the Supplier shall not be liable for:
 - loss of profits; or
 - loss of business; or
 - depletion of goodwill and/or similar losses; or
 - any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

9. TERMINATION

9.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other on giving the other not less than 2 months written notice or immediately on giving notice to the other if:

- the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than [seven] days after being notified in writing to make such payment; or
- the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 208 of the Insolvency Act 1986; or (being a partnership) has any partner to whom any of the foregoing apply; or
- the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party, or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party, an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; or
- a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
- a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 9.1(d) to condition 9.1(i)(condition 9.1(h) (inclusive)); or
- the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001).

9.2 On termination of the Contract for any reason:

- the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

9.3 The Customer shall have the right of withdrawal for an Advertisement in one of the Publications providing that such withdrawal shall be notified in writing to the Supplier 2 months before the date of publication of the Advertisement, and the Supplier shall reimburse the payment already paid by the Customer in relation to the future publications. If the customer fails to give such notice the cancellation fee will be 100% of the full price originally agreed.

9.4 For the avoidance of doubt if the Customer notifies the withdrawal within 2 months of publication there will be no refund of the payment already paid by the Customer in relation to that next publication of the Advertisement.

9.5 The Customer shall have the right of withdrawal for an Advertisement on the Website providing that such withdrawal shall be notified in writing to the Supplier 2 weeks before the date of publication of the Advertisement, and the Supplier shall reimburse the payment already paid by the Customer in relation to the future publications

9.6 On termination of the Contract (however arising), the following conditions shall survive and continue in full force and effect:

- condition 7;
- condition 8;
- condition 9;
- condition 10; and
- condition 20.

10. CONFIDENTIALITY

10.1 Each party shall keep confidential all information concerning the business of the other that it may receive or obtain under these conditions. This obligation does not apply to information which is in the public domain (other than as a result of a breach of any confidentiality obligation) or to information which is required to be disclosed by law.

11. FORCE MAJEURE

The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

12. VARIATION

12.1 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. The Supplier may, from time to time and subject to Customer's prior written consent, which shall not be unreasonably withheld or delayed] change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least two months' notice of any change.

12.2 Subject to condition 12.1, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13. WAIVER

13.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14. SEVERANCE

14.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

14.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention).

15. ENTIRE AGREEMENT

15.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter

15.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract[as expressly] provided in the Contract).

15.3 Nothing in this condition shall limit or exclude any liability for fraud.

16. ASSIGNMENT

16.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2 The Supplier may at any time assign, transfer, charge, mortgage, 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.

16.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

17. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

19. NOTICES

19.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of Oliver Watkins at International Tax Review of Nestor House, Playhouse Yard, London, EC4V 3EX, or as otherwise specified by the relevant party by notice in writing to the other party.

19.2 Any notice shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 18.1 above or, if sent by pre-paid first-class post or recorded delivery, at 10.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

19.3 This condition 19 shall not apply to the service of any in any proceedings or other documents in any legal action.

19.4 A notice required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

20. GOVERNING LAW AND JURISDICTION

20.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.