



ADVERTISING TERMS AND CONDITIONS FOR THE PUBLISHER
ATHLETICS WEEKLY LIMITED (“AW”)
Office address: PO Box 614, Farnham, Surrey GU9 1GR.
Registered in England & Wales 7036468,
VAT registration Number GB 982 8641 73

ADVERTISING TERMS & CONDITIONS APPLICABLE TO BOTH PRINT AND DIGITAL ADVERTISING

1. BASIS OF CONTRACT

- 1.1 In these Conditions, “Advertiser” means the person placing the Order including Advertising Agents and Independent Media Buyers. Advertising Agents and Independent Media Buyers shall for the purpose of these Conditions act as principals on their own behalf for all purposes connected herewith and there shall be no contract between the Agent’s client and AW, nor shall the Agent’s client be able to claim upon the contract of the agency with AW.
- 1.2 The Order is the booking form or accepted written alternative, including email, placed by the Advertiser and accepted and receipt confirmed by AW in writing, outlining the agreed terms and pricing for an insertion of an advertisement in a particular AW Publication.
- 1.3 The placing of an Order will be subject to these Conditions to the exclusion of all other terms and conditions, including any terms and conditions which the Advertiser purports to apply to any quotation, Order acknowledgement or any other document issued by the Advertiser.
- 1.4 Rate Card means AW’s current scale of rates for Advertisements, a current copy of which may be obtained from AW’s website. <http://www.athleticsweekly.com/about/advertise/>. The issue of a Rate Card does not constitute an offer by AW to contract. A Contract is made only by AW’s acceptance of the Advertiser’s Order as effected by AW issuing an acknowledgement of Order Form.
- 1.5 Advertisement rates are subject to revision at any time. The price prevailing at the time the Contract is made binds AW only in respect of the agreed booking as confirmed by AW’s acknowledgement of Order Form.
- 1.6 Copy means all material provided by an Advertiser with the intention that such material should appear in an AW Publication.
- 1.7 Copy date. Advertisement copy must be received by AW eight days (8) before planned publication date
- 1.8 Publication shall mean any published product including but limited to magazines, digital site or newsletter.

ADVERTISING TERMS & CONDITIONS APPLICABLE TO PRINT ADVERTISING

2. ACCEPTANCE OF THE ADVERTISEMENT AND ORDERS

- 2.1 Advertisements are accepted at AW’s absolute discretion and subject always to the following conditions:
 - 2.1.1 illustrations and other material provided by the Advertiser being in accordance with the standards and guidelines of AW;

- 2.1.2 space being available in the printed publication;
- 2.1.3 subject to the status of the Advertiser itself.
- 2.2 Advertisements must not contain any reference to AW or any associated company, product, brand or logo which is, in the sole opinion of AW, likely to imply that AW is sponsoring, endorsing or in any way connected with the Advertiser or the proprietors of other material contained in the advertisement.
- 2.3 AW reserves the right to refuse advertisements that in the sole opinion of AW are similar in any way to the editorial style of any AW publication.
- 2.4 AW will always endeavour to place advertisements in the position as requested by the advertiser but AW reserves the right, at its absolute discretion, to omit, suspend or change the position of any advertisement accepted for insertion and the right to make any alteration it considers necessary or desirable in an advertisement, including repeating the most appropriate copy if necessary, or to require copy to be amended to meet its approval. For the avoidance of doubt, advertising accepted under these Print Advertising Conditions shall be included in the print version of an AW publication only. Advertising in any digital version of an AW publication shall be subject to separate Conditions.
- 2.5 All advertisement copy must be supplied by the Advertiser to AW by no later than the Copy date, failing this AW reserves the right in its absolute discretion to repeat Advertiser's existing copy in its possession where appropriate or where AW does not hold any copy to omit the Advertisement and to charge for the space reserved in accordance with the Order. For copy supplied, the Advertiser must adhere to the Technical Specifications issued by AW. In the event that the Advertiser does not comply with the Technical Specifications, AW reserves the right in its absolute discretion to reject the copy and the Advertiser will be asked to re-supply. If, due to technical, time or other reasonable constraints, AW has to repair or rectify the file, AW may (at its discretion) notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect. In the case of loose insert or other insert advertising, if the Advertiser fails to adhere to the Insert Delivery Instructions issued by AW, AW reserves the right in its absolute discretion to omit the Advertisement and to charge for the Advertisement in full notwithstanding that the Advertisement has not appeared.
- 2.6 It is the Advertiser's responsibility to check the correctness of the Advertisement. The Advertiser warrants that any Advertisement submitted by it for publication shall comply with all applicable laws, legislation, regulations, codes of practice and is not an infringement of any other party's rights. The Advertiser hereby grants a world-wide non-exclusive, fully paid licence to reproduce and display the Advertisement (including all contents, trade marks and brand features contained therein). The Advertiser will indemnify AW fully for all costs, expenses, damages or liability whatsoever (including legal costs and awards ordered against AW) in respect of any claim made against AW arising from the Advertisement or its publication or as a result of any breach or non-performance of any of the representations, warranties or other terms contained herein or implied by law.
- 2.7 Any Orders made verbally by the Advertiser shall be conditional upon and subject to acceptance by AW pursuant to the conditions set out in this Agreement.
- 3. **READER REPLIES TO ADVERTISEMENTS**
- 3.1 Unless agreed otherwise in writing in advance, AW shall not be under any obligation to pass on any feedback or response to an advertisement to the Advertiser.

- 3.1.1 AW shall not be responsible for any cost incurred by the Advertiser as a result of increased demand for its publicity materials, and accepts no liability for postal delays, loss of or damage to address labels in transit; and
- 3.1.2 AW shall from time to time at its discretion, pass on to the Advertiser personal data obtained from that service.
- 3.2 The Advertiser undertakes that it will comply with all relevant data protection legislation, including but not limited to the Data Protection Act 1988 when dealing with any such personal data, and will observe any restrictions regarding such personal data passed on to the Advertiser by AW.
- 4. **LIABILITY AND INDEMNITY**
- 4.1 AW will not be liable for any loss or damage direct or consequential, occasioned by error in the positioning of or omission to publish any Advertisement or for late publication of an Advertisement or failure to perform any other obligation whether occasioned by negligence or otherwise save in cases occasioned by the direct negligence of AW, in which case compensation may not exceed the maximum of the cost of the space.
- 4.2 The Advertiser shall indemnify AW against any claim, cost, loss, damage, and/or expense that AW may incur as a direct or indirect consequence of AW publishing the advertisement in accordance with the copy instructions supplied by the Advertiser. In any case where a claim is made against AW and where an Advertiser may ultimately be liable under the terms hereof, notice in writing shall be given to the Advertiser in order that consultation shall take place before any expense is incurred or the claim settled, defended or otherwise disposed of to the Advertiser's detriment. AW will not be liable for any damage or loss of any material supplied for the purposes of an advertisement caused by negligence or otherwise.
- 4.3 AW will not accept any responsibility for loss of circulation or ineffectiveness of any advertisement owing to circumstances beyond its direct control.
- 4.4 Any matter of complaint arising out of the publication of an advertisement must be raised in writing with AW.
- 5. **AD-SETTING SERVICE**
- 5.1 Where AW offers to the Advertiser at AW's absolute discretion a basic ad-setting service and the Advertiser elects to use such service, it may be used only in conjunction with the specified Order confirmation and the resulting advertisement may be published only in AW's publications.
- 5.2 The Advertiser must supply copy in accordance with AW's specifications and Copy Deadline.
- 5.3 The Advertiser hereby warrants and undertakes that it is the rights holder or official licensee of all logos, images, marks and text used in the Advertisement. Should the Advertiser wish AW to use any font for which AW does not already hold a valid licence, the Advertiser shall be responsible for providing said font and proof of licensed rights to use the same for the purpose of creating its advertisement.
- 5.4 The Advertiser must supply clear instructions as to how copy should be used and laid out in the advertisement space booked.

- 5.5 Where the Advertiser wishes to use the ad-setting service to update previously-run or archived Advertisements, it is the Advertiser's responsibility to contact AW before the Copy Date to request such changes and AW will accept the request at its discretion, taking into account the work required, technical restrictions, AW's existing commitments and the time remaining before the Copy date.
- 5.6 The ad-setting service does not include proof-reading, copywriting, branding work or marketing advice.
- 5.7 The ad-setting service is limited to two sets of author amendments and amendments beyond this entitlement shall be subject to an AW fee.
- 5.8 AW will provide a low resolution PDF proof of Advertisements created using this service to Advertisers for approval, and if the Advertiser does not respond by the date specified in the proofing correspondence, approval will be deemed given.

ADVERTISING TERMS & CONDITIONS APPLICABLE TO DIGITAL ADVERTISING

6. DEFINITIONS

In these Conditions, the following words and expressions shall have the meaning set out below:

Additional Fee: means a sum of money payable by the Advertiser to AW in respect of the number of Ad Impressions in any month of the agreement in excess of the Ad Impressions booked and up to the Ad Impressions booked, and calculated in accordance with the basis of the Fee;

Ad Impression: means any instance when a page is downloaded to a User where that page includes an Advertising Banner;

Advertising Banner: means a branded banner occupying a file, skyscraper format, button, rich media or any other form of advertising creative on various pages of the Site which may include a hyper-text link to the Advertiser site;

Agreement: means these Conditions and the Order form agreed between the parties;

Campaign End Date: means the final day of the Campaign Period;

Campaign Period: means the period agreed between the parties as the time during which the advertising detailed in the Order shall be effected;

Campaign Start Date: means the first day of the Campaign Period;

Fee: means the sum payable to AW in consideration for the advertising activity as agreed between AW and the Advertiser and specified in the Order;

Site: means the web site or other digital product specified in the Order as the site on which the Advertising Banner is booked to appear;

Page Traffic Statistics: means the number of Ad Impressions, and the click-through rate in respect of the Advertising Banners occurring during the previous calendar month; and

User means any person who accesses the Site.

7. RIGHTS AND OBLIGATIONS OF AW

7.1 Advertisements are accepted at AW's absolute discretion and subject always to the following conditions:

7.1.1 Material provided by the Advertiser being in accordance with the standards and guidelines of AW;

7.1.2 subject to the status of the Advertiser itself.

7.2 Subject always to clause 7.1 and receipt by AW of a signed copy of the Order, AW will publish the Advertising Banner on the Site throughout the Campaign Period or until the Ad Impressions booked have accrued in respect of the Advertising Banner.

7.3 AW will submit all Page Traffic Statistics to the Advertiser within thirty days of the end of each month during the Campaign Period.

8. RIGHTS AND OBLIGATIONS OF THE ADVERTISER

8.1 The Advertiser agrees to supply:

8.1.1 a file containing the Advertising Banner or;

8.1.2 all the information, trade marks, logos and other materials necessary to enable AW to create the Advertising Banner (the information) to AW in an agreed format and medium (the Format) on or before the Copy Date.

8.1.3 All advertisement creative/tags must be received by AW midday on the last working day prior to the planned date of publication. Any Advertisements received after this time will have ad impressions deducted on a daily basis from the booked total for each day the Advertisement is late. A day is measured from midday one day to midday the next. E.g. if an Advertisement is received at 1pm on the planned publication date, 2 days' penalty is measured.

8.2 The Advertiser hereby grants to AW the right to link to the Advertiser site via the Advertising Banner during the Campaign Period.

8.3 The Advertiser will inform AW at least ten working days in advance of any planned changes to the Advertiser site that might affect the performance of any part of AW's obligations under this Agreement.

9. ACCEPTANCE OF ADVERTISING BANNER

9.1 The Advertising Banner will be published on the Site in consideration of payment of the Fee.

9.2 AW may at its absolute discretion omit, suspend or change the position of any Advertising Banner accepted. Such changes will be notified to and discussed with the Advertiser in good faith.

10. CHARGES

10.1 The Advertiser shall pay the Fee on the dates set out in the Order.

10.3 AW will endeavour to deliver the number of Ad Impressions Booked in any period. If the number of Ad Impressions in any month appears likely to exceed the Ad Impressions Booked, AW may at its discretion notify the Advertiser and the parties shall agree either to deliver the number of Ad

Impressions booked or instead to permit the Ad Impressions booked to be exceeded with a pro rata increase in the Fee payable by the Advertiser in respect of that period.

- 10.4 If the number of Ad Impressions in any month is less than the Ad Impressions booked, the deficit will be carried over to the next month and aggregated to the target number of Ad Impressions for that month.
- 10.5 If at the end of the Campaign Period there is an aggregate deficit in the number of Ad Impressions compared with the Ad Impressions booked over the entire Campaign Period, AW and the Advertiser will meet to agree a mutually acceptable settlement and, if no other agreement is reached, AW will reimburse a portion of the Fee to the Advertiser in respect of the deficit pro-rated according to the Basis of Fee.
- 10.6 If there is disagreement between the parties regarding the number of Ad Impressions served and the discrepancy is +/- 10%, AW's figures will be used. Otherwise any discrepancy will be dealt with on a case by case basis.

11. USE OF TRADE MARKS

AW will be entitled to use the Advertiser's name and Trade Marks in connection with the Advertising Banner.

12. ADVERTISERS WARRANTIES

12.1 In addition to the Warranties outlined in Clause 16, the Advertiser warrants and undertakes to AW that:

12.1.1 unless otherwise agreed by AW in writing, the Advertising Banner shall not include any cookies, tracking technologies or other technologies used to track or monitor Users.

12.2 The placing of an order for the insertion of an Advertising Banner on the Site shall constitute an undertaking by the Advertiser to AW that any site linked into via the Advertising Banner:

12.2.1 complies with all relevant consumer protection legislation and advertising codes;

12.2.2 does not contain material that is obscene, blasphemous, defamatory, infringing of any rights of any third party or otherwise legally actionable under any civil or criminal laws in force in any legal jurisdiction from which the Advertising Banner will be accessible or which might bring AW into disrepute and;

13. INDEMNITIES

13.1 The Advertiser hereby agrees to indemnify AW and keep it indemnified at all times against all claims, proceedings, demands, damages, liabilities and costs arising in connection with or further to the subject of this agreement, including legal costs arising out of any use of an Advertising Banner by a User, further including without limitation in respect of any transaction between the Advertiser and a User.

13.2 AW will not be liable for any loss or damage, direct or consequential, occasioned by error in the positioning of or omission to publish any Advertising Banner or for late publication of an Advertising Banner or failure to perform any other obligation whether occasioned by negligence or otherwise save in cases occasioned by the direct negligence of AW, in which case compensation may not exceed the cost of the Fee in relation to the relevant Advertising Banner.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 AW is the owner or licensee of all intellectual property rights in the Site and the design of the Advertising Banner (if designed by AW), with the exception of any third party trade marks appearing on the Advertising Banner.
- 14.2 The Advertiser is the owner of all intellectual property rights in the Advertiser site and the Advertiser logos and Advertiser-owned trade marks that may feature within the Advertising Banner.
- 14.3 If any third party claims that the design of the Advertising Banner infringes the intellectual property rights of that third party, AW will consult with the Advertiser and may modify the Advertising Banner or delete or replace any part of the material, or information contained in the Advertising Banner, provided that any modification, deletion or replacement does not materially affect a User's ability to access the Advertiser site via the Advertising Banner.

15. CONFIDENTIALITY AND DATA

- 15.1 Each party agrees to keep confidential (both during and after the Campaign Period) the terms of this Agreement, the Page Traffic Statistics and all other information concerning the business or affairs of the other. This obligation will not apply in the case of any disclosure required by law, trivial information or information which is already or becomes publicly available or in the possession of a party at the time of disclosure by the other (other than as a result of a breach of any confidentiality obligation).
- 15.2 Each party will comply with all English data protection legislation.
- 15.3 Each party will implement and maintain appropriate security procedures to prevent loss or corruption of, damage or unauthorised access to any data and materials.

ADVERTISING TERMS & CONDITIONS APPLICABLE TO BOTH PRINT AND DIGITAL ADVERTISING CONTINUED

CONTENT OF ADVERTISEMENTS AND ADVERTISER'S WARRANTIES

- 16.1 The Advertiser warrants it has the full power and authority to enter into and perform the terms of these Conditions and has not entered into any arrangement which in any way conflicts with these Conditions or inhibits restricts or impairs its ability to perform its obligations under these Conditions.
- 16.2 The Advertiser warrants that the placing of an Order for an advertisement with AW will:
 - 16.2.1 comply with the Trade Description Acts of 1968 and 1972 (including any statutory re-enactment or modification thereof), Financial Services and Markets Act 2000 and any other relevant legislation;
 - 16.2.2 it owns all necessary rights in, or has all necessary licences in respect of the trade marks.
 - 16.2.3 not contain any material that shall infringe any copyright, right of trademark, right of privacy, right of publicity or personality or another right of any other nature of any person, or be obscene or libellous or blasphemous or defamatory, and that the advertisements do not incorporate any third party source material, or otherwise legally actionable under any civil or criminal laws in force in any legal jurisdiction or which might bring AW into disrepute;

16.2.4 be legal, decent honest and truthful so as to comply with the British Code of Advertising Practice (for the time being in force), consumer protection legislation and other codes under the general supervision of the Advertising Standards Authority;

16.2.5 be no claims, demands, liens, encumbrances or rights of any kind in the advertisements resulting from any act or omission of the Advertiser, which can or will impair or interfere with the rights of AW, and that nothing contained in the advertisements, nor any use of it, will violate any right of any third party.

PAYMENTS

17.1 Payments that are required to be made in advance must be received by AW two weeks before Copy Date for the publication in question.

17.2 Unless payment is to be made in advance, accounts shall be paid no later than fourteen (14) days following the date of invoice. The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.

17.3 AW reserves the right to charge interest on any monies due which shall be in arrears and unpaid. Such interest will be calculated upon the amount owing at a rate equivalent to 6% per annum above the base rate of Lloyds TSB Bank plc in the United Kingdom for the time being in force.

17.4 Any queries or disputes relating to any invoice issued by AW must be raised by the Advertiser within 7 days of receipt otherwise the invoice will be deemed accepted.

17.5 Where the Advertiser has undertaken to supply material for the advertisement and such material has been accepted by AW, AW reserves the right to charge the full rate agreed for the advertisement/insert if such material fails to arrive at the agreed time, place or in suitable condition for insertion and in the case of advertisements to repeat the most appropriate copy. Copy must be supplied without prompting by AW.

17.6 AW have the right to request a credit search on the Advertiser (this will be a search on the Advertiser's business whether the business be a company, sole trader or partnership) in order to determine whether to continue with the Advertiser's Order.

17.7 Charges will be made to the Advertiser where third parties are involved in extra production work owing to acts or defaults of the Advertiser.

17.8 The Advertiser shall pay VAT on the Fee as appropriate.

18. CANCELLATION

18.1 All cancellations of Orders must be in writing in accordance with condition 24.5 below.

18.2 If an Advertiser cancels the balance of a contract they relinquish any right to any series discount to which they were previously entitled and those advertisements received less than eight weeks before the date of insertion.

18.3 Both parties shall have the right to cancel this Agreement without liability to the other party (except that the Advertiser shall reimburse to AW any costs incurred up to the date of cancellation in production of the Advertisement, on a reasonable time spent basis) provided that notice to cancel in

writing is received by the AW Account Manager or Publisher, in writing, giving at least 28 days notice.

18.4 If the Advertiser fails to provide the Publisher with written notice of cancellation of the Advertisement by the relevant deadline, the Advertiser shall remain liable for payment of the Advertisement.

19. TERMINATION

19.1 Both parties shall have the right to terminate this Agreement upon the giving of written notice in the event of any of the following events:

19.1.1 if the other commits any material breach of its obligations under these Conditions which, in the case of a breach capable of remedy, is not remedied within 10 days of service of a notice specifying the breach and requiring it to be remedied;

19.1.2 if the other holds any meeting, or proposes to enter into a meeting, or has proposed any arrangement or composition, with its creditors (including any voluntary arrangement as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrancer take possession of or appointed over, or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or;

19.1.3 pursuant to Clause 22.

19.2 Forthwith on termination of this Agreement:

19.2.1 AW will remove all Advertising from its publications and sites and;

19.2.2 the Advertiser will account to AW for Fees due up to and including the date of termination,

19.2.3 Termination of these Conditions for whatever cause shall not cancel any indebtedness of the Advertiser to AW under these Conditions and shall be without prejudice to any rights of AW accrued before termination.

20. NOTICES

Any notice given under this Agreement will be in writing and may be delivered to the other party or sent by pre-paid post or facsimile transmission to the address or transmission number of that party specified in the Schedule or such other address or number as may be notified under this Agreement by that party from time to time for this purpose.

21. DISPUTES

21.1 Both parties shall use their best efforts to negotiate in good faith and settle amicably any dispute that may arise out of or relate to this Agreement or a breach thereof. If any such dispute cannot be settled amicably through ordinary negotiations by appropriate representatives of the parties the dispute shall be referred to the signatories of this Agreement or their successors who shall attempt to resolve the dispute.

21.2 If any an attempt at resolution fails to result in a settlement, the matter at the election of either party may be submitted for resolution to a court of competent jurisdiction, which shall be the courts of England and Wales.

22. FORCE MAJEURE

A party will not be liable for any failure/delay in performing its obligations under this Agreement to the extent that this failure is the result of any cause or circumstance beyond the reasonable control of that party and that failure could not have been prevented or overcome by that party acting reasonably and prudently. If by reason of force majeure a party is unable to perform all or any part of its obligations under this Agreement for a continuous period of 20 working days, the other party may terminate this Agreement immediately by written notice.

23. ASSIGNMENT

23.1 This Agreement is personal to and for the sole benefit of the Advertiser and the Advertiser shall not assign, transfer, sub-license, sub-distribute, mortgage, charge or in any other way dispose of any of its rights, interests or obligations under this Agreement to any person or organisation.

23.2 AW shall be entitled to assign or license the whole or any part of its rights under this Agreement to any of company in the AW group and in such event all of the representations, warranties and undertakings on the part of the Advertiser contained in this Agreement shall inure for the benefit of such assignee and if the assignee undertakes direct with the Advertiser to comply with the obligations of AW to the Advertiser (but not otherwise), then with effect from the date of such undertaking, AW shall have no further liability to the Advertiser.

24. GENERAL

24.1 These Conditions set out the entire agreement and understanding between the Advertiser and AW in connection with the sale of advertisements to AW and shall supersede and replace all documentation previously issued by the Advertiser purporting to set its terms and conditions of the sale of the advertisements.

24.2 If at any time one or more of the conditions of the Conditions is held to be or becomes void or otherwise unenforceable for any reason under applicable law, the same shall be deemed omitted from the Conditions and the validity and /or enforceability of the remaining provisions of the Conditions shall not be affected or impaired as a result of that omission.

24.3 Neither party is appointed nor authorised to act as the legal agent of the other and, save as expressly set out in these Conditions neither shall make any commitments or representations on behalf of the other. Neither party is the partner of the other nor is any partnership created by these Conditions

24.4 AW shall be entitled to assign or license the whole or any part of its rights under these conditions to any of its group companies (including but not limited to any holding or subsidiary company as defined by section 1159 of the Companies Act 2006). In such event, all representations, warranties and undertakings shall inure for the benefit of the assignee or licensee with effect from such assignment or licence and AW shall have no further liability to the Advertiser.

24.5 Any notice given under these Conditions must be in writing and sent by registered post or email to the address below with a copy sent to the Advertising Manager – Athletics Weekly Limited, PO Box 614, Farnham, Surrey GU9 1GR, officemanager@athleticsweekly.com. Notices shall be deemed received at the expiration of 3 business days if delivered by registered post or at 10 hours am local time of the recipient on the next business day following dispatch if sent email. To prove service of any notice it shall be sufficient to show in the case of a notice served by post that the same was duly addressed prepaid and posted in the manner set out above. In the case of a notice given by email, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct email

address without any error message provided that a confirmation copy of the transmission is sent to the recipient by post in the manner set out above. Failure to send a confirmation copy will invalidate the service of any email transmission.

- 24.6 Advertisers must inform AW within 5 working days of any change in address of their place of business and / or a change of address in their advertising clients. Notice of such changes to be sent to: The Publisher, Athletics Weekly Limited, PO Box 614, Farnham, Surrey GU9 1GR, Tel: +44(0)1733 808538, email: Officemanager@athleticsweekly.com.
- 24.7 The Advertiser may not set off any claims against any monies payable to AW under these Conditions unless agreed beforehand in writing with AW.
- 24.8 Any variation to these Conditions must be in writing and agreed by the parties.
- 24.9 No failure or delay by any party in exercising its rights under these Conditions will operate as a waiver of that right nor will any single or particular exercise by either party of any right procedure any further exercise of any other right.
- 24.10 These Conditions and any dispute or claim arising out of or in connection with it shall be governed by and be construed in all respects in accordance with English law. All disputes or claims arising out of or correlating to these Conditions shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.

Updated August 23, 2013