

conditions of acceptance of advertisements by mgn ltd

All advertisements in the Daily Mirror, Sunday Mirror or The People at the instance of an advertising agency or any other person, partnership or company ("the Advertiser" which expression shall include its successors, assignees, executors and personal representatives as the case may be) are published and accepted by MGN Limited ("the Publisher" which expression shall include its successors, assignees, sub-contractors, agents) subject to the following conditions:

1. The Publisher will endeavour to publish advertisements on the dates(s) specified by the Advertiser but reserves the right to omit or suspend or hold over publication of any advertisement, notice or order or any part thereof without notice and to publish any advertisements so omitted or held over in a subsequent issue of the newspaper in which such advertisement was instructed. The Publisher will endeavour to give notice to the Advertiser where reasonably possible.

2. Every reasonable effort will be made to meet the Advertiser's requirements, including the publication of advertisements in single or full colour where specified, but The Publisher has and accepts no liability whatsoever (beyond the price for any advertising) for any loss or expense or damage including loss of revenue or profit occasioned to or sustained by the Advertiser or any third party by the non-insertion of any advertisement or by any errors or omissions or inaccuracies or delays in the printing or publishing of any advertisement whether as a result of any negligence on the part of the Publisher or otherwise.

3. The Publisher reserves the right to alter any advertisement if necessary without consulting the Advertiser in order that such advertisement might conform to the Publisher's standards of decency, taste and other relevant matters laid down in any relevant code of practice, the Publisher's current self imposed standards or any other mandatory rules applicable. Advertisements booked in UK editions may also appear in Northern Ireland.

4. In the case of advertisements to be published at the instance of an advertising agency, the terms of the standard Agreements of Recognition between an advertising agency which instructs an advertisement and the Newspaper Publishers Association Ltd., the Newspaper Society and the Scottish Daily Newspaper

Society are deemed to be incorporated herein.

5. The Advertiser is responsible for checking that the first insertion in a series of advertisements is published in accordance with the Advertiser's wishes.

6. The Publisher reserves the right to alter the physical dimensions of their publications at any time.

7. National rates apply to UK mainland only, but all advertisements may appear in the Northern Ireland edition at the publisher's discretion.

8. The Publisher is not obliged to stop or cancel any advertisement excluding full colour or special positions unless they receive O.K notice to do so which notice is to be followed by notice in writing, the said verbal and written notice to be received by them not less than seven days prior to the proposed publication of the advertisement which the Advertisers or Advertiser wishes to stop or cancel. The Publisher is not obliged to stop or cancel full colour, and editionised mono unless they receive written notice of not less than 14 clear days prior to the proposed date of publication of the advertisement. The Publisher is not obliged to stop or cancel editionised full colour unless they receive written notice of not less than 21 days prior to the proposed publication of the advertisement. The Publisher are not obliged to stop or cancel full colour or special position advertisement or spaces exceeding half-double column booked in conjunction with any associated publications, unless they receive written notice not less than 21 clear days prior to the proposed date of publication of the advertisement.

9. Payment of invoices is to be made as per the Newspaper Publishers Association Ltd terms for recognised agencies. All other direct advertisers must pre-pay unless credit has been approved. The maximum credit term will be 14 days from date of invoice.

10. All advertisements must not contravene the provisions of any applicable law including without limitation the Trades Description Act 1968, the Consumer Credit Act 1974, the Sex Discrimination Act 1975 or the Business Advertisements (Disclosure) Order 1977 and must comply with the British Code(s) of Advertising Practice as any of the same may be

amended or re-enacted from time to time.

11. The Advertiser will free and relieve and indemnify the Publisher of and against any claim or awards whatsoever made against the Publisher in connection with the publication of any advertisement placed by the Advertiser including any costs or expenses (including legal and judicial expenses) incurred by or on behalf of the Publisher in connection with such claim or awards.

12. The Publisher reserves the right from time to time to alter these Conditions but will endeavour to give notice to any Advertisers likely to be affected thereby.

13. Should any Court, competent Tribunal or authority find any of these conditions unenforceable for any reason, the remaining provisions shall be enforceable. Should any other exclusion or limitation of the liability of the Publisher contained herein be found by any such Court to be unenforceable, the Publisher's liability in respect of any breach hereof giving rise to damage (other than personal injury or death) shall be limited to the charges to be levied for the placing of the advertisement in question.

14. Each of the foregoing conditions shall be separate and severable.

15. These Conditions and any agreement to which they apply shall be subject to the Law of England and the exclusive jurisdiction of the English Courts but the Proprietors are entitled, at their sole discretion, to take action in any other competent jurisdiction.

MGN Limited will use your information for administration and analysis. We may share your information with other Trinity Mirror Group companies or carefully selected third parties. We, or they, may send you details of other goods and services which may be of interest to you. The information may be provided by letter, telephone or other reasonable means of communication.

If you do not want your details shared with carefully selected third parties, please write to Trinity Mirror PLC, FREEPOST, LON18429, LONDON, E14 5BR