1. ADVERTISING SERVICES – ONLINE

1.1 FMG shall provide the Customer with the following Advertising services, Online :

1.1.1 publish the content provided by the Customer in the website & category as specified in the Order;

1.1.2 allow the Customer to advertise vacancies and to access information on applicants who may be suitable for those vacancies; and

1.1.3 prepare and distribute emails containing Customer content to sections of FMG's database as specified in the Order.

2. EXCLUDED SERVICES

2.1 FMG shall have no obligation to provide the following:

2.1.1 content or copy for an advertisement, email or listing unless specified by the

Customer or due to the Customer not providing copy by deadline in accordance with paragraph 3.1.4;

2.1.2 check to ensure that advert copy and content supplied to FMG by the Customer is accurate, true and complies with the relevant legal and advertorial codes as specified in paragraph 3.1.3; and

2.1.3 with regards to recruitment advertising, for the sake of clarity, FMG is acting not as an employment agency or employment business, but as a conduit for information relating to vacancies and candidates between employers and potential employees. FMG is not in the business of finding employment for workers or workers for employers. Accordingly, the Employment Agencies Act 1973 and corresponding regulation does not apply.

3. CUSTOMER'S RESPONSIBILITIES

3.1 The Customer shall provide the following to FMG:

3.1.1 advert content and approval on proofs on a timely basis and in any event before the relevant deadlines as stipulated by FMG;

3.1.2 ensure the advert content is legal, decent, honest and truthful and that it complies with the British Code Advertising Practice and all other relevant codes under the Advertising Standards Authority;

3.1.3 ensure the advert content is compliant with all laws relevant to the advert type. For example; Equal Opportunity laws for Recruitment, Trading Standards for goods offered for sale. The Customer must disclose if they are a trade customer, under Business Advertisement (Disclosure) Order 1977;

3.1.4 the Customer must supply the advert copy without application from FMG In the event of copy instructions not being received by the copy date FMG reserves the right to repeat copy last used. FMG cannot accept changes on dates of insertion unless these are confirmed in writing prior to the insertion date so there is sufficient time for the change to be made. FMG reserves the right to charge the Customer for any additional expenses it incurred in making such changes;

3.1.5 confirmation that it has all the relevant consents, licences and approvals to publish the advert and that such publication shall not breach any third party intellectual property or other rights. The Customer further confirms that it has the right to sell the goods and that they comply with UK & European Legislation, where appropriate, and in particular that they are EC marked where necessary; and

3.1.6 ensure that all information and content that it provides to FMG, including but not limited to information related to placements to be advertised on the Services, is accurate, does not contain any misleading items or misrepresentations, does not infringe any other person's rights and does not breach any applicable law.

4. INTERPRETATION

4.1 **Definitions**. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 8.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.8.

Contract: the contract between FMG and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person or firm who purchases Services from FMG.

Deliverables: the deliverables, if any, as set out in the Order.

Group: in relation to a company, that company, any subsidiary or holding company from time to time.

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.

Inappropriate Content: means content which infringes any applicable laws, regulations or third party rights and/or includes material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights.

Order: the Customer's order for Services as set out in FMG's confirmation email or Sales Order to the Customer.

Service Components: the components at the end of this Contract detailing the different Services provided by FMG and the relevant Customer responsibilities relating to each service.

Services: those services relevant to the Customer, as described in the Service Components, including the Deliverables, supplied by FMG to the Customer as set out in the Order.

FMG: Friday Media Group Limited, or any Group company, registered in England and Wales with company number 01874025 and whose registered address is London Road, Sayers Common, West Sussex BN6 9HS.

4.2 Construction, In these Conditions, the following rules apply:

4.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

4.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

4.2.3 a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

4.2.4 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

4.2.5 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

4.2.6 a reference to writing or written includes faxes and e-mails.

5. ACCEPTANCE OF TERMS AND CONDITIONS

5.1 The Order constitutes an offer by Customer to purchase the Services in accordance with these Conditions. The Order shall only be deemed to be accepted and the Contract shall come into existence on the earlier of: (i) FMG issuing written acceptance of the Order; and (ii) any act by the Customer consistent with using the Services.

5.2 Any samples, drawings, descriptive matter or advertising issued by FMG, and any descriptions or illustrations contained in FMG's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

5.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

5.4 Any quotation given by FMG shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue, unless stated otherwise on the quotation form.

6. SUPPLY OF SERVICES

6.1 FMG shall supply the Services to the Customer in accordance with the Order in all material respects.

6.2 FMG shall use all reasonable endeavours to meet any performance dates specified in the Order but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

6.3 FMG shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and FMG shall notify the Customer in any such event.

6.4 FMG warrants to the Customer that the Services will be provided using reasonable care and skill.

7. CUSTOMER'S OBLIGATIONS

7.1 The Customer shall:

7.1.1 in all circumstances, ensure that the terms of the Order are complete and accurate;

7.1.2 co-operate with FMG in all matters relating to the Services;

7.1.3 provide FMG with such information and materials or, approve such information and materials, as may be specified in the relevant Service Component or as FMG may reasonably require in order to supply the Services, and ensure that such information (even if supplied by FMG) is accurate in all material respects and does not constitute Inappropriate Content;

7.1.4 indemnify FMG against all damages, losses and expenses arising as a result of any action or claim that the information or materials supplied or approved by the Customer, in accordance with clause 7.1.3, constitute Inappropriate Content;

7.1.5 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start; and

7.1.6 If applicable, comply with FMG’s Fair Usage Policy (a copy of which is available on request) when using the Services.

7.2 The individual named in the Order, being that individual who placed the Order with FMG on behalf of the Customer, warrants that:

7.2.1 the information they provided to FMG in relation to the corporate identity of the Customer is true and accurate;

7.2.2 they have authority to enter into the Contract on behalf of the Customer and by doing so, bind the Customer; and

7.2.3 they accept personal liability for any undisputed sums owed to FMG by the Customer, relating to the Order, which the Customer does not pay.

7.3 If FMG's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

7.3.1 FMG shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays FMG's performance of any of its obligations;

7.3.2 FMG shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from FMG's failure or delay to perform any of its obligations as set out in this clause 7.3; and

7.3.3 the Customer shall reimburse FMG on written demand for any costs or losses sustained or incurred by FMG arising directly or indirectly from the Customer Default.

8. CHARGES AND PAYMENT

8.1 The Charges for the Services shall be on a time and materials basis and shall be paid by the Customer in accordance with the terms set out in the Order.

8.2 If the terms of payment are not set out in the Order, the Charges shall be payable by the Customer, in full and in cleared funds to a bank account nominated in writing by FMG, within [30] days of receipt of an invoice submitted by FMG, and time for payment shall be of the essence of the Contract.

8.3 FMG reserves the right to increase its Charges, provided that such charges cannot be increased more than once in any 12 month period. FMG will give the Customer written notice of any such increase 1 month before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify FMG in writing within 2 weeks of the date of FMG's notice and FMG shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2 weeks' written notice to the Customer.

8.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by FMG to the Customer, the Customer shall, on receipt of a valid VAT invoice from FMG, pay to FMG such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

8.5 Without limiting any other right or remedy of FMG, if the Customer fails to make any payment due to FMG under the Contract by the due date for payment (Due Date), FMG shall have the right to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Barclays Bank's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

8.6 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against FMG in order to justify withholding payment of any such amount in whole or in part. FMG may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by FMG to the Customer.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Unless otherwise specified in an Order, all Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by FMG.

9.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on FMG obtaining a written licence from the relevant licensor on such terms as will entitle FMG to license such rights to the Customer.

10. ANTI-BRIBERY

10.1 FMG and the Customer shall:

10.1.1 comply with all applicable laws, statutes, regulation, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);

10.1.2 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements; and

10.1.3 promptly report to the other party any request or demand for any undue financial or other advantage of any kind it receives in connection with the performance of this Contract.

10.2 FMG shall ensure that any person associated with it who is performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on FMG in this clause 10 (Relevant Terms).

10.3 Breach of this clause 10 shall be deemed a material breach.

11. DATA PROTECTION

11.1 FMG warrants that it shall comply with its obligations under the relevant data protection legislation and, to the extent it processes any personal data (as defined in the Data Protection Act 1998), on behalf of the Customer:

11.1.1 it shall act only on instructions from the Customer; and

11.1.2 it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

12. CONFIDENTIALITY

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 10 shall survive termination of the Contract.

13. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

13.1 Nothing in these Conditions shall limit or exclude FMG's liability for:

13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.2 Subject to clause 13.1:

13.2.1 FMG shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in relation to any Inappropriate Content or for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

13.2.2 FMG's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the lower of: (i) the value of the Contract; or (ii) £10,000.

13.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.4 This clause 133 shall survive termination of the Contract.

14. TERMINATION

14.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.1.1 the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing of the breach;

14.1.2 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business or becomes insolvent, or if an order is made or a resolution is passed for the winding up of that party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the other party’s assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

14.2 Without limiting its other rights or remedies, FMG may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

14.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract, at any time after the end date as specified on the Order, or after a minimum of six months, whichever is the shortest, by giving the other party 1 months' written notice.

14.4 Without limiting its other rights or remedies, FMG shall have the right to suspend provision of the Services under the Contract or any other contract between the Customer and FMG if the Customer becomes subject to any of the events listed in clause 14.1.2 or FMG reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

15. CONSEQUENCES OF TERMINATION

15.1 On termination of the Contract for any reason:

15.1.1 the Customer shall immediately pay to FMG all of FMG's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, FMG shall submit an invoice, which shall be payable by the Customer immediately on receipt;

15.1.2 the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, then FMG may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

15.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

15.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. GENERAL

16.1 Unforeseen Event: Either party may defer the date for performance of, or payment for, the services, or terminate the Contract, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lockouts or other industrial disputes, 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.

16.2 Assignment and subcontracting: FMG may at any time assign, transfer, charge, 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. The Customer shall not, without the prior written consent of FMG, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.3 Notices: Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this condition, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail. A notice or other communication shall be deemed to have been received: (a) if delivered personally, when left at the address referred to above; (b) if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; (c) if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed; or (d) if sent by fax or e-mail, one Business Day after transmission. The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

16.4 Waiver: A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.

16.5 Severance: If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16.6 No partnership: 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.

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

16.8 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by FMG.

16.9 Entire agreement: The Contract constitutes the entire agreement between the parties. The Customer acknowledges and agrees that it has not relied on any statement, promise or representation made or given by or on behalf of FMG which is not set out in the Contract.

16.10 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.