

# ANTHEM | PUBLISHING

# Advertising Terms & Conditions

## 1. Basis of Contract

1.1. In these Conditions, "Advertiser" shall mean either:

1.1.1. An advertising agency where an advertising agency is used.

Where an advertising agency is used the relationship between Anthem and the agency is that the Order is and shall be treated as issued by the Advertiser as a principal and there shall be no contract between the Advertiser's client and Anthem Publishing Ltd, nor shall the Advertiser's client be able to claim upon the contract of the agency with Anthem; or

1.1.2. If no advertising agency any person, partnership or company and/or its agent placing orders for an advertisement in "the publication" (defined as but not restricted to the print magazine, website, social media channels, e-database, podcasts) provided or commissioned by Anthem (the "Order").

1.2. 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.

## 2. Acceptance of Advertising and Booking Orders

2.1. Advertisements are accepted at Anthem's absolute discretion and subject always to the following conditions:

2.1.1. Images and other material provided by the Advertiser being in accordance with the standards and guidelines of Anthem;

2.1.2. Inventory being available in the publication;

2.1.3. Subject to the status of the Advertiser itself; and

2.1.4. Where applicable, subject always to the provisions of condition 7 of these Conditions.

2.2. Advertising must not contain any reference to Anthem or any associated company, product, brand or logo which is, in the sole opinion of Anthem, likely to imply that Anthem is sponsoring, endorsing or in any way connected with the Advertiser or the proprietors of other material contained in the advertising.

2.3. Anthem reserves the right to refuse advertising that in the sole opinion of Anthem are similar in any way to the editorial style of any Anthem publication.

2.4. Anthem has at its absolute discretion the right to omit, suspend or change the position of any advertising accepted for publication and the right to make any alteration it considers necessary or desirable in any advertising, including repeating the most appropriate content if necessary, or to require content to be amended to meet its approval.

2.5. Any bookings made verbally by the Advertiser shall be conditional upon and subject to acceptance by Anthem pursuant to the conditions set out in this Agreement.

## 3. Content of Advertising and Advertiser's Warranties

3.1. 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.

3.2. The Advertiser warrants that the placing of an Order for the insertion of advertising in any Anthem publication will:

3.2.1. Comply with the Trade Description Acts of 1968 and 1972 (including any statutory re-enactment or modification thereof),

The Financial Services Act 1986 and any other relevant legislation;

3.2.2. 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 libelous or blasphemous or defamatory, and that the advertising does 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 Anthem into disrepute;

3.2.3. 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;

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

3.2.5. Copy supplied to the Publisher by electronic means must be free from software viruses and any other malicious computer code or corruption which will harm the Publisher's computer systems or that of its audience.

## 4. Data Protection

4.1. The Advertiser undertakes that it will comply with all relevant data protection legislation, including but not limited to the Data Protection Act 2018 when dealing with any such personal data passed on to the Advertiser by Anthem.

## 5. Payments

5.1. Unless payment is to be made in advance, accounts shall be paid no later than thirty days from the invoice date. 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.

5.2. PPA registered agencies shall pay Anthem on the 28th of the month following the publication cover date.

5.3. Anthem 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 4% per annum above the base rate of HSBC Plc in the United Kingdom for the time being in force.

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## Advertising Terms & Conditions continued

5.4. Payments that are made in advance must be received by Anthem two weeks before the deadline for the publication in question.

5.5. Any queries or disputes relating to any invoice issued by Anthem must be raised by the Advertiser within 6 weeks of receipt otherwise the invoice will be deemed accepted.

5.6. All gross advertising rates are subject to a 0.1% Advertising Standards Board of Finance surcharge, payable by Advertisers. When Orders are placed by advertising agents the agency will be responsible for collecting and paying these surcharges. Where direct advertising is placed Anthem will collect the surcharge and transmit the same to the Advertising Standards Board of Finance.

5.7. Advertisement rates are subject to increase at any time without notice to the Advertiser. Advertisers have the option to cancel without surcharge or continue at the revised rates.

5.8. Where the Advertiser has undertaken to supply material for the advertising and such material has been accepted by Anthem, we reserve the right to charge the full rate agreed for the advertising if such material fails to arrive at the agreed time, place or in suitable condition for publication. Advertising content must be supplied without prompting by Anthem.

5.9. Anthem 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

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

### 6. Liability and Indemnity

6.1. Anthem will not be liable for any loss or damage direct or consequential, occasioned by error in the insertion of or omission to insert any advertising, or for late or early publication of advertising, and/or failure to perform any other obligation whether occasioned by negligence, or otherwise save in cases occasioned by the direct negligent act of Anthem in which case compensation may be negotiated up to a maximum of the cost of the advertising booking.

6.2. The Advertiser shall indemnify Anthem against any claim, cost, loss, damage, and/or expense that Anthem may incur as a direct or indirect consequence of Anthem publishing the advertising in accordance with the instructions supplied by the Advertiser. In any case where a claim is made against Anthem 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. Anthem will not be liable for any damage or loss of any material supplied for the purposes of advertising caused by negligence or otherwise.

6.3. Anthem 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 or for late publication of any Advertising or failure to perform any other obligation whether occasioned by negligence or otherwise.

6.4. Anthem will not accept any responsibility for loss of circulation or ineffectiveness of any advertising owing to circumstances beyond its direct control.

6.5. Any matter of complaint arising out of the publication of any advertising must be raised in writing with Anthem.

### 7. Ad-setting service

7.1. Where the Publisher offers to the Advertiser at the Publisher's absolute discretion an advertising content creation service and the Advertiser elects to use such service, it may be used only in conjunction with the specified Booking Confirmation and the resulting advertising may be published only in the Publisher's magazine titles.

7.2. The Advertiser must supply advertising content in accordance with the Publisher's specifications and Copy Deadline.

7.3. 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 Advertising. Should the Advertiser wish the Publisher to use any content style (including but not restricted to fonts, effects, or graphics) for which the Publisher does not already hold a valid licence, the Advertiser shall be responsible for providing said style and proof of licensed rights to use the same for the purpose of creating its advertising.

7.4. The Advertiser must supply clear instructions as to how content should be used and presented in the specific advertising channel(s) booked.

7.5. Where the Advertiser wishes to use the content creation service to update previously-run or archived Advertising, it is the Advertiser's responsibility to contact the Publisher before the Deadline to request such changes and the Publisher will accept the request at its discretion, taking into account the work required, technical restrictions, the Publisher's existing commitments and the time remaining before deadline.

7.6. The content creation service is limited to two sets of author amendments and amendments beyond this entitlement shall be subject to a Publisher's fee.

7.7. The Publisher will provide a proof of Advertising 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.

### 8. Cancellation

8.1. All cancellations of Orders must be in writing in accordance with condition 10.5 below. Anthem will not be bound by notice of stop

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## Advertising Terms & Conditions continued

orders, cancellations or transfers of advertisements received less than twelve weeks for monthly publications before the date of insertion.

**8.2.** If an Advertiser cancels the balance of a contract (except in the circumstances set out in condition 4.7) 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.

### 9. Termination

**9.1.** Anthem shall have the right to terminate these Conditions upon the giving of written notice to the Advertiser in the event of any of the following events:

**9.1.1** If the Advertiser 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;

**9.1.2.** If the Advertiser holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangements as described in the Insolvency Act 1986); has a receiver, administrator, or others 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 the meaning of Section 123 of the Insolvency Act 1986;

**9.1.3.** If the Advertiser undergoes a change of Control (and for the purposes of this condition 8, 'Control' has the meaning specified in Section 416 of the Income and Corporation Taxes Act 1988).

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

### 10. General

**10.1.** These Conditions set out the entire agreement and understanding between the Advertiser and Anthem in connection with the sale of advertisements to Anthem 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.

**10.2.** 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.

**10.3.** 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 and no partnership is created by these Conditions

**10.4.** Anthem 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 Anthem shall have no further liability to the Advertiser.

**10.5.** Any notice given under these Conditions must be in writing and sent by registered post or sent by facsimile transmission to The Credit Manager – see address below with a copy sent to the Advertising Director – Anthem Publishing Limited, Suite 6, Piccadilly House, London Road, Bath. BA1 6PL. 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 is sent by facsimile. 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 facsimile transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct telephone number 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 facsimile transmission.

**10.6.** Advertisers must inform Anthem 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 Credit Manager, Anthem Publishing Limited, Suite 6, Piccadilly House, London Road, Bath. BA1 6PL or telephone (0)1225 489984.

**10.7.** The Advertiser may not set off any claims against any monies payable to Anthem under these Conditions unless agreed beforehand in writing with Anthem.

**10.8.** Any variation to these Conditions must be in writing and agreed by the parties.

**10.9.** 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.

**10.10.** 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.

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# Digital Advertising Terms & Conditions

## 1. 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 Anthem 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 viewed by a User where that page includes an Advertising Banner (MPU);

**Advertiser** shall mean either an advertising agency where an advertising agency is used and if no advertising agency is used, any person, partnership or company and/or its agent placing orders for an insertion of an advertisement on any Site;

**Advertising Banner (MPU)** means a branded banner occupying a file of up to 2Mb and not more than 300 x 250 pixels, or leaderboard format up to 2Mb and 728 x 90 or promo box button up to 1Mb and 150 x 150, or 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 booking 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 Booking Form shall be effected;

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

**Fee** means the sum payable to Anthem in consideration for the advertising activity as agreed between Anthem and the Advertiser and specified on the Booking Form;

**Site** means the web site 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.

## 2. Basis of Agreement

2.1. Where the Advertiser is an advertising agency, the relationship between Anthem and such agency is that the order is issued and shall be treated as issued by the Advertiser as a principal and there shall be no contract between the Advertiser's Advertiser and Anthem, nor shall the Advertiser's Advertiser be able to claim upon the contract of the agency with Anthem.

## 3. Rights and Obligations of Anthem

3.1. Advertisements are accepted at Anthem's absolute discretion and subject always to the following conditions:

3.1.1. Material provided by the Advertiser being in accordance with the standards and guidelines of Anthem;

3.1.2. Subject to the status of the Advertiser itself; and

3.1.3. Where applicable, subject always to the provisions of condition 7 of these Conditions.

3.2. Subject always to clause 3.1 and receipt by Anthem of a signed copy of the Booking Form, Anthem will publish the Advertising Banner on the Site each day during the Campaign Period or until the Ad Impressions booked have accrued in respect of the Advertising Banner.

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

## 4. Rights and Obligations of the Advertiser

4.1. The Advertiser agrees to supply either:

4.1.1. A file containing the Advertising Banner or;

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

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

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

4.3.1. Copy supplied to the Publisher by electronic means must be free from software viruses and any other malicious computer code or corruption which will harm the Publisher's computer systems.

## 5. Acceptance of Advertising Banner

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

5.2. Anthem 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.

## 6. Charges

6.1. The Advertiser shall pay the Fee on the dates set out in the booking form.

6.2. Anthem shall invoice the Advertiser for any Additional Fee in respect of the previous calendar month, which invoice shall be payable on the 15th day of the month which follows the month of the invoice.

6.3. If the number of Ad Impressions in any month appears likely to exceed the Ad Impressions Booked, Anthem will notify the Advertiser and the parties shall agree in good faith either to reduce the average number of pages of the Site which will include an Advertising Banner for the remainder of the month so that the number of Ad Impressions

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## Digital Advertising Terms & Conditions Continued

does not exceed the 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 month.

6.4. 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.

6.5. 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, Anthem and the Advertiser will agree a mutually acceptable settlement and, if no other agreement is reached, Anthem will reimburse a portion of the Fee to the Advertiser in respect of the deficit pro-rated to the Basis of Fee.

6.6. If there is disagreement between the parties regarding the number of Ad Impressions served and the discrepancy is +/- 10%, Anthem's figures will be used. Otherwise any discrepancy will be dealt with on a case by case basis.

6.7. If the Fee due from the Advertiser to Anthem is not paid in accordance with the payment terms, then without prejudice to any other rights and remedies of Anthem, the Advertiser shall pay to Anthem interest on the amount outstanding from the date due until payment is made at the rate of four per cent (4%) per annum above the base rate as stated by Barclays Bank Plc in the United Kingdom compounded at monthly intervals.

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

### 7. Use of Trade Marks

Anthem will be entitled to use the Advertiser's name and Trade Marks in connection with the Advertising Banner. Anthem shall have no further liability to the Advertiser.

### 8. Warranties

8.1. Anthem warrants to the Advertiser that:

8.1.1. it has the full power and authority to enter into and perform this Agreement and have not entered into any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this Agreement and;

8.1.2. It will use reasonable skill and care in designing and installing the Advertising Banner.

8.2. The Advertiser warrants and undertakes to Anthem that:

8.2.1. It has the full power and authority to enter into and perform this Agreement and has not entered into any arrangement which in any way conflicts with this Agreement or inhibits, restricts or impairs its ability to perform its obligations under this Agreement;

8.2.2. Nothing contained in the information or the Advertising Banner shall infringe any right of copyright, right of trade mark, right of

privacy, right of publicity or personality or any other right of any other nature of any person, or be obscene or libelous or blasphemous or defamatory, and that the information does not incorporate any third party source material;

8.2.3. There are and shall be no claims, demands, liens, encumbrances or rights of any kind in any of the information resulting from any act or omission of the Advertiser, which can or will impair or interfere with the rights of Anthem, and that nothing contained in the information, nor any use of it, will violate any right of any third party and;

8.2.4. It owns all necessary rights in, or has all necessary licences in respect of the trade marks.

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

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

8.3.1. Complies with all relevant consumer protection legislation and advertising codes;

8.3.2. 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 Anthem into disrepute and;

### 9. Indemnities

9.1. The Advertiser hereby agrees to indemnify Anthem 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.

9.2. Anthem 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 Immediate, in which case compensation may not exceed the cost of the Fee in relation to the relevant Advertising Banner.

### 10. Intellectual Property Rights

10.1. Anthem is the owner or licensee of all intellectual property rights in the Site and the design of the Advertising Banner (if designed by Anthem), with the exception of any third party trade marks appearing on the Advertising Banner.

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## Digital Advertising Terms & Conditions Continued

**10.2.** 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.

**10.3.** If any third party claims that the design of the Advertising Banner infringes the intellectual property rights of that third party, Anthem 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.

### 11. Confidentiality and Data

**11.1.** 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 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).

**11.2.** Each party will comply with all English data protection legislation.

**11.3.** Each party will implement and maintain appropriate security procedures to prevent loss or corruption of, damage or unauthorised access to any data and materials.

### 12. Cancellation

**12.1.** Both parties shall have the right to cancel this Agreement without liability to the other party (except that the Advertiser shall reimburse to Anthem any costs incurred up to the date of cancellation in production of the Advertising Banner, on a reasonable time spent basis) provided that notice to cancel in writing is received by the Anthem Account Manager or the Buyer, in writing, giving at least 28 days notice.

### 13. Termination

**13.1.** 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:

**13.1.1.** If the other commits any material breach of its obligations under this Agreement 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;

**13.1.2.** 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 others 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;

**13.1.3.** Pursuant to Clause 16.

**13.2.** Forthwith on termination of this Agreement:

**13.2.1.** Anthem will remove the Advertising Banner from the Site and;

**13.2.2.** The Advertiser will account to Anthem for the Fee due up to and including the last day of the Campaign Period or date of termination, as applicable.

**13.2.3.** Termination of this Agreement shall be without prejudice to any rights of a party accrued before termination.

### 14. Disputes

**14.1.** 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.

**14.2.** If any an attempt at resolution further to 13.4 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.

### 15. 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.

### 16. 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.

### 17. Assignment

**17.1.** 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.

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## Digital Advertising Terms & Conditions Continued

17.2. Anthem shall be entitled to assign or license the whole or any part of its rights under this Agreement to any of company 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 Anthem to the Advertiser (but not otherwise), then with effect from the date of such undertaking, Anthem shall have no further liability to the Advertiser.

### 18. General

18.1. Nothing in this Agreement will be deemed to create a partnership or joint venture between the parties.

18.2. Each party confirms that this Agreement sets out the entire agreement and understanding between the parties and that it supersedes all previous agreements, arrangements and understandings between them.

18.3. No failure or delay by any party in exercising its rights under this Agreement will operate as a waiver of that right nor will any single or partial exercise by either party of any right preclude any further exercise of any other right.

18.4. The rights and remedies of the parties under this Agreement are cumulative and in addition to any rights and remedies provided by law.

18.5. Any variation to this Agreement must be made in writing and mutually agreed by Anthem and the Advertiser.

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