

STANDARD CONDITIONS OF INSERTION OF ADVERTISEMENTS IN EUROPEAN VOICE

These conditions ("Conditions") apply to all advertisements, insertion orders, drafts and mock-ups submitted to European Voice for publication, whether in the European Voice print publication ("Print") or on the European voice website and/or related electronic services (the "Website" or "Online").

All words which first appear in these conditions in quotation marks will have the meaning given them when they first appear in that form.

Bookings

01. The placing with The Economist Newspaper Limited ("Publisher") of a booking for the insertion of an advertisement, which shall include all advertisements of any sort, ad banners, text advertising messages or other material submitted to European Voice ("Advertisement") in European Voice (Print or Online) will amount to acceptance of the Conditions by the party placing the booking ("Buyer"). Any other conditions stipulated by the Buyer shall be void to the extent they are inconsistent with the Conditions. In these Conditions the "Advertiser" means the legal person either advertising the products or services promoted in the Advertisement or making the announcement contained in it.
02. The Buyer contracts with the Publisher as principal.
03. If the Buyer is acting as the advertising agency or media buyer for the Advertiser or in some other representative capacity, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with the Publisher and will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from its publication.

Acceptance of Advertisements

04. All Advertisements are accepted subject to the Publisher's approval of the copy and the space being available and the Publisher reserves the right, for any reason at any time, to reject, cancel, suspend publication or change the position of an Advertisement. However, the Publisher will use reasonable efforts to comply with the wishes of the Buyer although it does not warrant the date or position of insertion, the wording or the quality of the Advertisement's reproduction.
05. If an Advertisement does not appear, or does not appear on the specified date or dates, the Publisher will not be liable, whether for breach of contract or otherwise.
06. If any non appearance of the Advertisement occurs as a result of the act or default of the Advertiser or its servants or agents then the space reserved for the Advertisement shall be paid for in full.
07. The Publisher will not be responsible for any error in the Advertisement, or for any damage to or loss of copy, artwork, photographs or other materials supplied in connection with the Advertisement, which the Buyer warrants it has insured as it thinks fit and retained in sufficient quality and quantity for its purposes.
08. The Publisher reserves the right to destroy all materials received in connection with an Advertisement which have been in its custody for three months, without giving further notice to the Buyer.
09. Material supplied for Advertisements must conform to the Publisher's published requirements. The Buyer must consult with the Publisher before supplying materials in electronic format and ensure the materials comply with the Publisher's specific requirements. Any additional work involved will be charged to the Buyer.
10. The Publisher cannot accept responsibility for errors in key numbers or changes in copy unless these are confirmed in writing before the copy deadline or such later date as agreed by the Publisher. The Publisher reserves the right to charge for any additional expense involved in such changes.
11. The Publisher is not responsible for any adverse consequences for the Advertiser of a Print Advertisement being backed by another advertisement with a coupon, reply card or other matter designed for separate use.
12. The Publisher reserves the right to use process colours to match second colour requirements.
13. Classified Advertisements are set in house style unless otherwise arranged with the Publisher.

Cancellation and Copy Deadlines

14. Cancellations of bookings cannot be accepted within six weeks prior to insertion dates. Advertisements booked at special rates which do not correspond to the rate card or the standard frequency discounts cannot be cancelled once agreed in writing by the Buyer.
15. If copy instructions are not received by the copy deadline, the Publisher reserves the right to repeat the copy last used. Late delivery of material after the final copy deadline will incur forfeiture of the space booked at full cost.

The heavy demand on advertisement pages in the Print edition restricts the guarantee of specific publication dates. Although requested dates will normally be adhered to, it would assist the publisher if alternative dates could be shown for each insertion. If space limitations prevent publication of an advertisement on the specific date requested, in the absence of an alternative date the advertisement may automatically be transferred to the following week's issue.

In view of the nature of European Voice's circulation and readership we ask all advertisers to be sensitive to the world's various cultures and to avoid age, racial or sexual discrimination in advertisements.

Warranties and Indemnities

16. The Buyer warrants that the Advertisement, and for Online, any material to which users can link through the Advertisement, complies with all national and international legal and regulatory requirements and codes of practice (whether voluntary or obligatory), in all jurisdictions in which the Advertisement will appear (or, in relation to Online, in which the Website is accessible). Without limiting the generality of the foregoing, the Buyer also warrants that the Advertisement, and for Online, any material to which users can link through the Advertisement:-
 - (i) does not contain any libellous, inaccurate, misleading or false material;
 - (ii) does not unfairly prejudice the legitimate interests of any third party or infringe or violate any copyright, trade mark or other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever;
 - (iii) complies with all applicable content and approval requirements of the Financial Services and Markets Act 2000, the Buyer forthwith on the Publisher's request to provide written confirmation of any required approval; and
 - (iv) complies with all applicable state and federal laws of the USA and laws of Belgium including laws relating to the offer or sale of securities.
17. The Buyer shall indemnify the Publisher fully and hold it harmless against any and all losses, claims, damages, costs (including legal costs) or liabilities which the Publisher may incur as a result of (i) the Publisher's publication of the Advertisement and (ii) without prejudice to the generality of the foregoing, any breach or alleged breach of any of the warranties set out in clause [16] above.

Advertisement Rates and Payment Terms

18. Payment for each insertion must be made within 30 days following the insertion date or such earlier date as may be required by the Publisher. In case of any delay in the payment of the invoices:
 - (i) an interest of 1 % per month shall accrue without notice as from the due date, any month having commenced being regarded as having lapsed; and
 - (ii) European Voice is entitled to invoice the client all reasonable expenses incurred, without prejudice to any other rights to which European Voice is entitled under the agreement or the law.
The Publisher reserves the right to suspend insertion of Advertisements where the relevant Buyer is in arrears. The Buyer must pay for Advertisements irrespective of whether the Buyer has been paid by the Advertiser in respect thereof.
19. The Publisher reserves the right to require that a pre-payment, bank guarantee or other collateral security is furnished as a condition of accepting any booking.
20. Cheques or money orders should be made payable to The Economist Newspaper Limited.
21. Orders subject to a series discount must be completed within 12 months. Series discounts are granted on a page column basis for an Advertiser's individual campaigns only.
22. If a cancellation results in an Advertiser failing to reach agreed insertion levels to qualify for a series discount, the Advertiser will lose the right to such discount on all previous insertions and will be invoiced by the Publisher accordingly, such invoices to be settled within seven days.

Miscellaneous

23. The Publisher shall be entitled to reproduce, republish and distribute the Advertisement in any medium (print, electronic or otherwise), and as part of any service, in which European Voice is published or made available under licence from the Publisher and including part of any press-cuttings service.
24. The contract which incorporates these Conditions shall be construed under and be governed by the law of England, and for the Publisher's benefit the English courts shall have non exclusive jurisdiction in respect of any dispute arising.