



## Terms and Conditions for Advertisers

### 1. Definitions

In these terms and conditions

- "ACC"** means The Arena and Convention Centre Liverpool Limited, Company Number 5204033, whose registered office is situated at Municipal Buildings Dale Street Liverpool L2 2DH;
- "ACC Website"** means the ACC website(s) onto which an Advertisement is placed;
- "Advertiser"** means the person whose goods or services are advertised;
- "Advertisement"** means displays, posters, promotions, leaflets, website and e-communication opportunities and any other form of Advertisement as agreed between the parties;
- "Booking Form"** the booking form of which this contract forms part;
- "Buyer"** means the person placing the order for the insertion of the Advertisement.

### 2. General

- 2.1 All Advertisements accepted for publication by ACC for display in any part of the Arena and Convention Centre Liverpool or in any ACC online or other ACC publication are accepted subject to these terms and conditions. Any other conditions proposed by the Buyer shall be void unless accepted by ACC in writing.
- 2.2 If any provision in these terms and conditions is held to be invalid or enforceable in whole or in part the remainder of them shall continue to apply. ACC reserves the right at any time to change in whole or in part these terms and conditions.
- 2.3 Unless expressly stated to the contrary, any reference to a specific statute or to statutes generally includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it.
- 2.4 Where any party to these terms for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly or severally.

- 2.5 ACC shall be entitled to assign its contract with the Buyer or any of its rights or benefits thereunder. The Buyer may not assign, transfer, sub-contract, charge or in any way deal with any of its rights or obligations under this agreement without ACC's prior written consent.
- 2.6 Nothing in these terms is intended to confer any benefit on any person who is not a party to it.
- 2.7 All notices served by either party pursuant to these terms shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address and persons set out below;

(a) ACC

Director of Finance and Administration  
Arena and Convention Centre Liverpool Limited  
Monarchs Quay  
Liverpool L3 4FP

(b) The Buyer

The person and address given in the Booking Form.

A notice so sent shall be deemed to have been given at the expiry of a period equal to the time normally taken by a notice of the kind in question to reach its destination.

- 2.8 These conditions and all other express terms of the contract between ACC and the Buyer shall be governed and construed in accordance with the Laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

3. Price

- 3.1 ACC reserves the right at any time to change the prices published from time to time and to apply such rates to Advertisements (series or otherwise) accepted and not wholly executed at the time of any such change.
- 3.2 Series discounts apply only to orders placed in advance and completed within the agreed period. ACC reserves the right to adjust advance discounts and/or to surcharge in the event of a series of Advertisements not being completed within that period. .
- 3.3 It is the responsibility of the Buyer to bring to the Company's attention at the time of the booking any discount or allowance to which entitlement is claimed.
- 3.4 All prices / charges to be paid under these terms are exclusive of value added tax which, where applicable, will be charged to the Buyer at the appropriate rate or rates from time to time in force.
- 3.5 All amounts due under this agreement shall be paid in full without any deduction or withholding other than as required by law. The Buyer shall not

be entitled to assert any credit, set-off or counterclaim against ACC in order to justify withholding payment of any such amount in whole or in part.

#### 4. Time for Payment

- 4.1 Pre-payment for any Advertisement must be made in full no later than the relevant deadline as determined by ACC and in any case before any Advertisement go-live date.
- 4.2 Payment shall be made for each Advertisement no later than thirty days from the date of the invoice for such Advertisement. Should the Buyer be in breach of these terms, or of any contract with ACC, then the full amount in respect of all advertising published and all other amounts accruing from the Buyer shall become due and payable immediately.
- 4.3 All payments must be accompanied by the relevant invoice, statement or remittance advice issued by the ACC.
- 4.4 Any query in respect of an invoice must be brought to the attention of ACC within seven days of its issue. The existence of a query on any individual item on an account shall not effect the due date of payment of any balance of such account.

#### 5. Late Payments

- 5.1 The dates or times on which payments are to be made by the Buyer pursuant to these terms are of the essence. If the Buyer shall fail to pay on the due dates any sums due then (without prejudice to all other rights and remedies available to the ACC) the Buyer shall pay interest at the rate of three per centum per annum above Barclays Bank plc's base rate in force at the date when payment was due on the amount of the overdue payment from and including the date when it was due up to and including the date when it was made.
- 5.2 ACC shall be entitled to add to any sums due any reasonable costs and expenses (including administrative costs) incurred by ACC in obtaining payment thereof on an indemnity basis.
- 5.3 ACC reserves the right to exercise a lien over any documents or other property of the Buyer in its possession if ACC's charges are not paid in accordance with these terms.

#### 6. Buyer

- 6.1 The Buyer warrants that the Buyer contracts with ACC as principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with ACC.

#### 7. Booking procedures

- 7.1 If an Advertisement includes a promotion, competition or a special offer of merchandise the Buyer must provide full details to ACC on request.
- 7.2 Copy must conform to ACC's requirements and ACC reserves the right to charge for any additional work involved in amending the copy of the Advertisement to conform to its requirements.
- 7.3 ACC reserves the right to refuse to publish any Advertisement whether or not the Advertisement has been accepted or previously published.
- 7.4 ACC may require any alteration it considers necessary or desirable in an Advertisement as a prior condition of its publication, whether or not such Advertisement has been accepted or previously published.

## 8. Print Advertising – including Posters and Leaflets

- 8.1 Copy must be supplied by the Buyer without application from ACC. If copy instructions are not received by the agreed date, no guarantee can be given that any agreed proofs will be supplied or corrections made and ACC reserves the right to repeat the most appropriate recent copy or omit the Advertisement. Where a layout or proof is submitted to the Buyer, it must be returned on the date specified and ACC reserves the right to publish the Advertisement in the same form as any layout or proof submitted if the layout or proof is not returned on the date specified. In any of these cases, the total price of the order will remain unaltered.
- 8.2 If, at its discretion, ACC considers it necessary to modify the space or alter the date or position of the Advertisement or make any other alteration to an Advertisement accepted for insertion, ACC will use all reasonable endeavours to inform the Buyer of such modifications or alterations
- 8.3 Where an Advertisement has been accepted by ACC and includes inserts ACC reserves the right to charge the full price if the inserts fail to arrive at the agreed time and place for insertion.
- 8.4 Charges will be made to the Buyer where printers are involved in extra production work owing to acts or defaults of the Buyer or the Advertiser.

## 9. Directory Advertising

- 9.1 ACC cannot guarantee the position of any printed Advertisement. Advertisements will be placed as near as possible to the selected position as the page make-up permits.
- 9.2 Requests for reduction of an order may be considered but only if received in writing by ACC within 28 (twenty eight) days from signing the order providing that such notification is made at least 28 (twenty eight) days prior to the final copy date.

9.3 Changes in online copy must be confirmed in writing by the Buyer in time for the changes to be made to the Advertisement by ACC. ACC reserves the right to charge for any additional expenses involved in such changes.

## 10. Online Advertising and E-Communication

10.1 The Buyer must deliver complete creative content to ACC at least [2 working] days before 9am on the go-live date in a format which complies with ACC'S online ad formats for such content. To alter an order the Buyer must inform ACC by e-mail or fax to the number or address on the order, at least 2 working days before 9am on the go-live date otherwise, ACC may not be able to achieve the specified go-live date but the Buyer must pay the full amount irrespective of whether any delivery target for impressions have been met.

10.2 If an Advertisement links to another site, the Buyer is responsible for maintaining the link and for the content of the linked site. ACC may remove any Advertisement which contains content or links to a site which, in ACC's opinion, is defamatory or objectionable or will bring ACC into disrepute. The Buyer will indemnify ACC from and against any claims or liability arising from links contained in an Advertisement.

10.3 Advertisements should contain only such information and code as is necessary to run the Advertisement effectively on the relevant ACC Website. Advertisements may not contain tags, cookies, beacons or similar technology which identifies users of any ACC Website or enables the Buyer or any third party to serve such users with any advertising other than the Advertisement.

10.4 If an Advertisement is supplied which does not comply with these terms and conditions or ACC receives complaints regarding an Advertisement, ACC may, at its discretion, remove the Advertisement from display without reference or liability to the Buyer.

10.5 The Buyer's sole remedy if ACC, or its third party subcontractors who may host and serve Advertisements from time to time, make an error in displaying any Advertisement is the cost of re-running the relevant Advertisement. Neither ACC nor its subcontractors shall be liable for failure to display the Advertisement caused by circumstances outside their control.

## 11. Intellectual Property

11.1 Any intellectual property rights in artwork, copy, designs or other material created, reworked, prepared or contributed to by ACC shall vest in ACC and may not be reproduced without ACC's consent.

11.2 The Buyer authorises ACC to reproduce, publish, distribute and broadcast (or to permit the same) all Advertisements and to include and make them available in any information service, electronic or otherwise.

## 12. Advertiser's Property

12.1 All artwork, leaflets, copy or other property owned by the Buyer and delivered to ACC is held by ACC at the Buyer's risk and the Buyer should insure all such property against loss or damage from whatsoever cause. ACC reserves the right to destroy without notice all such material after the last date for

advertising the Advertisement under these terms, unless the Buyer has given written instructions to the contrary.

13. Termination

13.1 If any of the monies (together with interest thereon) hereby made payable or any part thereof shall not be paid on the due dates (whether the same shall have been demanded or not) then it shall be lawful for ACC to give notice to the Buyer terminating the agreement. Payments made hereunder prior to the date of such notice shall be forfeited to ACC but without prejudice to any other rights and remedies of ACC in respect of such default or omission.

13.2 It shall be lawful for ACC forthwith to give notice to the Buyer terminating this agreement without liability if:-

- (a) the Buyer fail substantially to perform, observe and fulfil all or any of its other obligations under this Agreement and fails to remedy any such breach after service upon the Buyer of notice specifying the breach or non-observance requiring such breach or non-observance to be rectified and in any event so that such breach remains unremedied; or
- (b) if the Buyer (being an individual) shall become bankrupt or shall enter into an arrangement or composition for the benefit of the Buyer's creditors; or
- (c) if the Buyer shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company); or
- (d) if an application shall be made to the court for the appointment of an administrator in respect of the Buyer; or
- (e) if any other act or step shall be taken whether by the Buyer itself or by any other person with a view to the appointment of an administrator of the Buyer or
- (f) if an administrative receiver shall be appointed of the Buyer's undertaking or any part thereof; or
- (g) there shall be proposed in respect of it a company voluntary arrangement (with or without a moratorium) under the Insolvency Act 1986 as amended or if the Buyer, whether or not it is a company, shall suffer any distress or execution to be levied on its goods or any other proceedings shall be instituted in respect of it under the Insolvency Act 1986 (as from time to time re-enacted or amended), or
- (h) any action similar to the foregoing shall be taken by or in respect of the Licensee under the laws applicable in any jurisdiction outside the United Kingdom,

Payments made under these terms prior to the date of such notice shall be absolutely forfeited to ACC but without prejudice to any other rights and remedies of ACC in respect of such default, breach or omission.

14 Cancellation or suspension

14.1 In no event can orders be cancelled by the Buyer once ACC has accepted the order. An order shall be deemed to be accepted by ACC when a written acknowledgement of the order or an invoice is issued by ACC.

14.2 ACC reserves the right to omit or suspend an Advertisement at any time for good reason (including but not limited to Advertisements in breach of the warranties given in clause 16) without liability to the Buyer and shall notify the Buyer as soon as possible. If such omission or suspension is due to the act or default of the Buyer, the Advertiser or their respective servants or agents, then the Buyer shall pay for the Advertisement in full notwithstanding that the Advertisement has not been published.

15. Limitations on ACC's Liability

15.1 Except to the extent specified in paragraph 15.2, ACC shall not be liable for any loss or damage suffered by the Buyer as a result of any total or partial failure (howsoever caused) of publication, distribution or availability of any Advertisement or for any error, misprint or omission in the printing of any Advertisement. In the event of a printing error or omission, which detracts materially from the Advertisement, ACC will either reinsert the Advertisement or relevant part of the Advertisement at a later date or make a reasonable refund of or adjustment to the price paid by the Buyer. No reinsertion, refund or adjustment will be made for any other error or omission.

15.2 The total liability of ACC to the Buyer for any act or omission of ACC, its servants or agents relating to any Advertisement shall not exceed the amount of a full refund of any price paid to ACC for the Advertisement or the cost of a reasonably comparable further or corrective Advertisement. Without limiting the foregoing, ACC shall not be liable for any loss of profits or business or for indirect or consequential loss. ACC accepts no liability for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error occurs. Complaints regarding reproduction of printed Advertisements must be received in writing within one calendar month of the date agreed for the Advertisement to be issued.

16. Buyer's Warranties and Indemnities

16.1 The Buyer warrants that the Advertisement is legal, honest, decent and truthful and that nothing in the Advertisement is defamatory, obscene, hateful or constitutes a malicious falsehood.

16.2 The Buyer warrants that the Advertisement does not contravene the British Code of Advertising Practice ("CAP") including all decisions, rules and regulations from time to time issued by CAP and/or the Advertising Standards Authority and is not in breach of any relevant legislation, including the Race Relations Act 1976, the Sex Discrimination Act 1976 (both as amended), the Disability Discrimination Act 1995, the Employment Equality (Age) Regulations 2006 and the Obscene Publications Act and also including any legislation or regulation, such as those relating to the provision of Financial Services, which apply to specific Advertisers, products or services.

- 16.3 If any Advertisement submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, the Buyer warrants that the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.
- 16.4 The Buyer will indemnify and hold harmless ACC from and against any claim arising from a breach by the Buyer of the warranties in this paragraph or as a result of the publication of their Advertisement. ACC reserves the right to withdraw and/or refuse to publish an Advertisement without liability to the Buyer if it reasonably believes that the Advertisement may make ACC or the Advertiser liable to any complaint, claim or proceedings.
- 16.5 The Buyer is solely responsible for fulfilling and dealing with any orders or enquiries relating to the goods, services or promotion to which the Advertisement relates and will indemnify and hold ACC harmless accordingly.