

**LONDON & PARTNERS VENTURES LIMITED  
STANDARD ADVERTISING TERMS AND CONDITIONS**

These Standard Advertising Terms and Conditions (“**Terms**”) shall apply each time the Advertiser wishes to purchase Advertising Inventory from London & Partners Ventures Limited (“**LPV**”).

**1. INTERPRETATION**

1.1 The definitions and rules of interpretation in this Condition apply in these Terms.

**Advertising Content:** the Advertiser’s promotional, marketing and advertising material to be uploaded and published on the Advertising Inventory pursuant to these Terms.

**Advertising Inventory:** the number of advertisements and/or amount of ad space on the Website(s) as set out in the Insertion Order, where the Advertising Content is to be uploaded and published by LPV pursuant to these Terms.

**Advertiser:** the person who places an order for the Advertising Inventory from LPV.

**Contract:** these Terms and the Insertion Order.

**Contractual Period:** the term of the Contract, commencing on the Commencement Date and terminating on the completion of the latest campaign, as set out in the Insertion Order.

**Impression:** an estimate of the number of times the Advertising Content is displayed to the users of the Websites, as set out in the Insertion Order for each campaign.

**Intellectual Property Rights:** any copyright, design right, database right, patent, trade mark, or other intellectual or proprietary right (whether registered or unregistered), or any rights and forms of protection of a similar nature or having equivalent effect anywhere in the world, including any applications to protect or register such rights and renewals and extensions of such rights or applications.

**Insertion Order:** the Insertion Order setting out the specifications of the Advertising Inventory.

**Website(s):** the website(s) where the Advertising Content is to be published.

**Working Day:** a day (excluding Saturdays, Sundays and bank holidays in England) on which banks are open for normal business in London.

1.2 A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 A reference to persons includes individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality).

1.6 Term headings do not affect the interpretation of these Terms.

## 2. **APPLICATION OF TERMS**

2.1 Each Insertion Order submitted by the Advertiser shall be deemed to be an offer by the Advertiser to buy Advertising Inventory subject to these Terms.

2.2 The Insertion Order shall be deemed to be accepted on the earlier of:

(a) LPV signing the Insertion Order; or

(b) the publication of any of the Advertising Content,

at which point and on which date the Contract shall come into existence (“**Commencement Date**”)

2.3 In the event the terms of the Insertion Order conflict or are inconsistent with these Terms, these Terms shall take precedence.

## 3. **DESCRIPTION**

The Advertising Inventory shall conform in all material respects to the specification and description set out in the Insertion Order.

## 4. **SUPPLY OF ADVERTISING INVENTORY**

4.1 LPV shall supply the Advertising Inventory to the Advertiser on these Terms for the Contractual Period.

4.2 Notwithstanding the acceptance of Insertion Order by LPV, LPV shall retain the right to refuse to publish the Advertising Content or to remove the Advertising Content from any Advertising Inventory if, in its sole discretion, it considers that such Advertising Content, or any material to which the Advertising Content links, breaches Clause 7 of these Terms or otherwise where the Advertising Content and/or material to which the Advertising Content links will or is likely to damage the reputation and/or brand of LPV.

4.3 Where applicable, the Advertiser acknowledges and agrees that discrepancies of up to 10% regarding the number of Impressions served are common, due to various technical reasons. The Advertiser agrees that any figures in respect of the number of Impressions served provided by LPV or a relevant third party provider shall be final and binding.

4.4 LPV cannot guarantee the number of Impressions. If the number of Impressions served during the relevant campaign is 10% (or more) below the number of Impressions set out in the Insertion Order (if any), the Advertiser’s sole remedy shall be to notify LPV and request an extension of the end date of the relevant campaign. Such an extension shall be at LPV’s sole discretion.

**5. NON-SUPPLY**

5.1 If LPV fails to publish any part of the Advertising Inventory, LPV shall, at the Advertiser's election, either:

- (a) publish the Advertising Inventory within a reasonable time; or
- (b) provide a reduction or refund in respect of the price of the Advertising Inventory. The value of such reduction or refund shall be determined by LPV in its sole discretion.

5.2 The provisions of this Clause 5 shall be the Advertiser's sole remedy for LPV's failure to publish the Advertising Directory.

**6. SUPPLY OF ADVERTISING CONTENT**

6.1 Unless otherwise agreed by the parties, the Advertiser shall supply the Advertising Content at least 14 days in advance of the start date of the campaign set out in the Insertion Order, and all Advertising Content shall be subject to LPV's approval at its sole discretion.

6.2 All Advertising Content supplied to LPV must be according to LPV specification and brief communicated to the Advertiser by LPV (if any). Any Advertising Content not within the specification and brief shall be sent back to the Advertiser and any new Advertising Content shall be subject to the same deadline as the original Advertising Content.

**7. WARRANTIES**

The Advertiser represents, warrants and undertakes that:

7.1 any information supplied in connection with the Advertising Content is accurate, complete, true and not misleading;

7.2 all Advertising Content shall be free of viruses and / or other computer programming routines or any other items that may damage, interfere with or adversely affect or hinder the performance of the Websites or any users' computers or any of them or place an unreasonable or disproportionately large load on the Websites (as LPV determines in its sole discretion), or change a user's settings or create a series of multiple, sequential or standalone advertisements;

7.3 it shall not engage in, or cause others to engage in, spamming, phishing or improper, malicious or (as LPV determines in its sole discretion) fraudulent clicking, impressions, or marketing activities;

7.4 the Advertising Content, any material to which the Advertising Content links, the Advertiser's site and its content shall remain consistent with that made known to LPV prior to commencement of the Contract and compliant with this Clause 7. Any material changes in the content of the Advertiser's site or the material to which the Advertising Content links shall be notified to LPV in advance and LPV reserves the right to remove the Advertising Content in accordance with Clause 4.2;

7.5 the Advertiser shall not place any cookies, web beacons and/or any similar tracking and/or data collection technology on any Advertising Content; and

7.6 the Advertising Content, any sites to which the Advertising Content link, and any uploading by or on behalf of the Advertiser shall:

- (a) comply at all times with all applicable laws, statutes, statutory instruments, contracts, or regulations, codes of practice (whether self regulatory or otherwise) in any of the jurisdictions where any Advertising Content is distributed or published, including but not limited to advertising and marketing codes of practice and data protection and privacy laws;
- (b) not at any time breach any duty toward, or rights of, any person or entity, including the Intellectual Property Rights of any third party;
- (c) not at any time contain any false, deceptive, misleading, unethical, defamatory or threatening material or any obscene, offensive or blasphemous material;
- (d) not bring LPV or the Websites into disrepute.

## 8. **INDEMNITIES**

8.1 The Advertiser shall at all times fully indemnify on demand, defend and hold harmless LPV from all claims, liabilities, losses, damages, penalties, fines, costs and expenses, whether actual or alleged, (including professional fees and any taxes) awarded against or incurred or paid by LPV as a result of or in connection with:

- 8.1.1 any breach of Clause 7.6 (Advertising Content warranties);
- 8.1.2 any act or omission by the Advertiser or the advertiser's authorised representatives in connection with the Contract; and
- 8.1.3 any infringement or alleged infringement of any third party Intellectual Property Rights.

8.2 The Advertiser acknowledges that the LPV's services are provided "as is" and that LPV is providing no guarantees, warranties, indemnities and other terms implied by statute or common law which are, to the fullest extent permitted by law, excluded from the Contract.

## 9. **PRICE**

9.1 Unless otherwise agreed by LPV in writing, the price for the Advertising Inventory shall be the price set out in the Insertion Order ("**Contract Price**").

9.2 The price set out in the Insertion Order shall be payable irrespective of whether any delivery target for Impressions specified in the Insertion Order has been met.

9.3 The price for the Advertising Inventory shall be exclusive of any value added tax which the Advertiser shall pay in addition when it is due to pay for the Advertising Inventory.

## 10. **PAYMENT**

10.1 Subject to Clause 10.4, payment of the price for the Advertising Inventory is due in the invoiced currency 30 days after the date of invoice.

- 10.2 Time for payment shall be of the essence of the Contract.
- 10.3 No payment shall be deemed to have been received until LPV has received cleared funds.
- 10.4 All payments payable to LPV under the Contract shall become due immediately on its termination (save in respect of any termination arising pursuant to Clause 12.1).
- 10.5 The Advertiser shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 10.6 If the Advertiser fails to pay LPV any sum due pursuant to the Contract, the Advertiser shall be liable to pay interest to LPV at the rate of 4% a year above the base lending rate of Barclay's Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Advertiser must pay LPV interest together with any overdue amount.

## 11. **LIMITATION OF LIABILITY**

- 11.1 Nothing in these Terms excludes or limits the liability of LPV for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) for fraud or fraudulent misrepresentation;
  - (c) any matter in respect of which it would be unlawful for LPV to exclude or restrict its liability.
- 11.2 Save as provided in this Clause 11, LPV shall not be liable, to the maximum extent permitted by applicable law, for any of the following losses or damage (whether arising in contract, tort (including negligence), strict liability or otherwise, and whether such losses or damage were foreseen, foreseeable, known or otherwise):
- 11.2.1 loss of revenue;
  - 11.2.2 loss of actual or anticipated profits (including for loss of profits on contracts);
  - 11.2.3 loss of anticipated savings;
  - 11.2.4 loss of business;
  - 11.2.5 loss of opportunity;
  - 11.2.6 loss of goodwill;
  - 11.2.7 loss of reputation;
  - 11.2.8 loss of, damage to or corruption of data or software;
  - 11.2.9 wasted expenditure; or
  - 11.2.10 any indirect or consequential loss or damage.

11.3 Subject to Clause 11.1 and 11.2 LPV's total liability to the Advertiser in respect of all 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 Contract Price.

## 12. **TERM AND TERMINATION**

12.1 Subject to Clause 12.3, the Contract shall terminate automatically on the expiry of the Contractual Period.

12.2 Without prejudice to any other rights or remedies which LPV may have, LPV may terminate the Contract without liability to the Advertiser immediately on giving notice to the Advertiser if:

- (a) the Advertiser commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;
- (b) an order is made or a resolution is passed for the winding up of the Advertiser, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Advertiser;
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Advertiser, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Advertiser, or notice of intention to appoint an administrator is given by the Advertiser or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
- (d) a receiver is appointed of any of the Advertiser's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Advertiser, or if any other person takes possession of or sells the Advertiser 's assets;
- (e) the Advertiser makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
- (f) the Advertiser ceases, or threatens to cease, to trade; or
- (g) the Advertiser takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

12.3 Except upon termination pursuant to Clause 12.1, on termination of the Contract for any reason:

- (a) the Advertiser shall immediately pay to LPV all of the LPV's outstanding unpaid invoices and interest and, in respect of Advertising Inventory supplied but for which no invoice has been submitted, LPV may submit an invoice, which shall be payable immediately on receipt;

- (b) the accrued rights of the parties as at the termination date and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

13. **ASSIGNMENT**

- 13.1 LPV may assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 13.2 The Advertiser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of LPV.

14. **CONFIDENTIALITY**

- 14.1 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, the other party's business and procedures which have been disclosed to the receiving party by the other party ("**disclosing party**"), which is marked "confidential" or otherwise ought reasonably to be considered confidential, its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this Term as though they were a party to the Contract.
- 14.2 The provisions of this Clause 14 shall not apply to:
- 14.2.1 any information which was in the public domain at the Commencement Date;
- 14.2.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract;
- 14.2.3 is independently developed by the other party without using information supplied by the first party; or
- 14.2.4 any disclosure is required by law, any governmental or regulatory authority, a court of competent jurisdiction or otherwise by the provisions of the Contract.

- 14.3 This Clause 14 shall survive the termination of the Contract.

15. **INTELLECTUAL PROPERTY**

- 15.1 All intellectual property rights in the Advertising Content belong to the Advertiser.
- 15.2 The Advertiser grants LPV a worldwide, irrevocable, royalty-free, transferable, non-exclusive licence to copy, reproduce, use, communicate to the public, publish, distribute, transmit, stream, download, adapt, modify and reformat all such Advertising Content (including any data, names, trade marks, logos, copyright works and any other materials) for the purposes of:
- (a) publishing the Advertising Content on the Website(s);

- (b) LPV's marketing, research and promotional activities; and
- (c) the use in LPV's database in which details relating to the Advertiser's Advertising Inventory are stored.

The rights hereby granted shall also include the right to link the Advertisers Advertising Inventory to, or present it in conjunction with, other material.

## 16. DATA PROTECTION

16.1 LPV shall use the information the Advertiser provides to LPV in accordance with LPV's Privacy Policy, which can be accessed here [<http://www.visitlondon.com/about-us/privacy>] or by contacting LPV at the address or email address set out in the Insertion Order. Please note that the Privacy Policy may be updated from time to time.

16.2 In particular, we may use any personal data provided by the Advertiser in the following ways:

- (a) to publish the Advertising Content as requested by the Advertiser;
- (b) to analyse the information LPV collects to enable LPV to administer, support and improve and develop its business and services it offers;
- (c) for all other purposes consistent with the proper performance of LPV's operations and business; and
- (d) to contact the Advertiser for its views LPV's services.

16.3 LPV may also email the Advertiser about information or activities that LPV think the Advertiser might be interested in. If the Advertiser does not want LPV to send such information, it should contact LPV at the address or email address set out in the Insertion Order.

## 17. ANTI-BRIBERY

17.1 The Advertiser shall:

- 17.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 17.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010;
- 17.1.3 comply with LPV's Anti-bribery policy which is available on request from LPV ("**Relevant Policy**");
- 17.1.4 inform LPV, upon LPV's request, of the measures adopted to ensure compliance with the Relevant Requirements and the Relevant Policy.

17.2 LPV shall be entitled, by itself or through a nominated auditor, to audit the Advertiser, in order to assess the Advertiser's compliance with this Clause 17.



17.2.1 Breach of this Clause 17 shall be deemed a material breach under Clause 12.2(a).

## 18. **FORCE MAJEURE**

18.1 LPV reserves the right to defer the date of supply or to cancel the Contract or reduce the volume of the Advertising Inventory ordered by the Advertiser (without liability to the Advertiser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of LPV including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or power failure or disruption to the internet, provided that, if the event in question continues for a continuous period in excess of two weeks, the Advertiser shall be entitled to give notice in writing to LPV to terminate the Contract.

## 19. **GENERAL**

19.1 Except as set out in these Terms, no variation of the Contract shall be effective unless agreed in writing and signed by LPV.

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

19.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.4 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

19.5 Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

19.6 Each right or remedy of a party under the Contract is without prejudice to any other right or remedy of that party whether under the Contract or not.

19.7 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

19.8 Failure or delay by LPV in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

- 19.9 Any waiver by LPV of any breach of, or any default under, any provision of the Contract by the Advertiser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 19.10 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 19.11 Any notice required to be given under this Contract shall be in writing and shall be personally delivered, or sent by first class post to the address of the other party as set out in this Contract (or such other address as may have been notified by that party for such purposes) or sent by e-mail to the e-mail address notified in writing for the purpose. Any personally delivered or e-mailed notice (where there is no bounce-back indicating non-receipt) shall be deemed received on the day it was delivered or sent, if it was delivered or sent on a Working Day before 5.00 pm and otherwise on the next Working Day. A correctly addressed notice sent by first class post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 19.12 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.