

## ADVERTISING TERMS & CONDITIONS

### A Definitions and Acceptance of the Terms and Conditions

1. The Stray Ferret (TSF) accepts publication of Advertisements (as defined below) on the terms and conditions set out herein (“Terms”).
2. These Terms apply to online advertisements on [www.thestrayferret.co.uk](http://www.thestrayferret.co.uk) (the “Website”)
3. By placing an order, the “Advertiser” (which is the person placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser) accepts and agrees to be bound by these Terms in full.

### B Content and Delivery of Advertisements

4. Materials for any Advertisement must adhere to TSF’s technical specifications and be delivered to TSF within the timeframes specified at the time of sale.
5. TSF may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not print, suspend or change the position of any such Advertisement. TSF may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising on the Website. The Advertiser will remain responsible for all outstanding charges.
6. The publication of an Advertisement by TSF does not mean that TSF accepts the Advertisement has been provided in accordance with these Terms or that TSF has waived its rights under these Terms.
7. The Advertiser guarantees to TSF that:
  - any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;
  - it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;
  - the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice (including the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (the “CAP Code”) and all other codes under the general supervision of the Advertising Standards Authority and/or the Office of Fair Trading), are not libellous or obscene and do not infringe the rights of any person (including any person’s intellectual property rights);
  - the Advertisement will not be prejudicial to the image or reputation of TSF or the Website, and will not contain anything which TSF in good faith considers to be offensive or otherwise inappropriate;
  - all digital Advertisements submitted for publication online will be free of any viruses, adware, malware, bit torrents, and no Advertisement will cause an adverse effect on the operation of the Website; and
  - all digital Advertisements comply with (i) the standards for online advertising published by the Coalition for Better Ads (<https://www.betterads.org>); and (ii) the “L.E.A.N.” best practice principles for online advertising standards published by the IAB UK, each as may be updated from time to time.
8. Where the Advertiser is an advertising agency or media buyer, the Advertiser guarantees that it is authorised by the advertiser of a product or service to place the Advertisement with TSF and the Advertiser will compensate TSF for any claim made by such advertiser against TSF.

## **C Payment**

9. All Advertisements are accepted on the basis that they will be paid for at the prevailing rates set out on [the Website](#). TSF may change its rates at any time by publishing the modified rate on [the Website](#). Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders already agreed by TSF and the Advertiser prior to the date of such change.

10. All sums payable to TSF should be cleared prior to the Advertisement publishing date. If the due date falls on a weekend or bank holiday the payment is due on the first working day immediately prior to the due date. As payment is due as cleared funds, under current banking arrangements, payment by bank transfer should be processed by the customer three working days prior to the due date.

11. If payment of the invoice or any part thereof is not made to TSF by the Advertiser by the due date, TSF shall be entitled to terminate the agreement.

## **D Online Advertisements**

12. The Advertiser guarantees to TSF that any landing page and/or destination site linked to from the Advertisements (“Advertiser’s Site”) will (i) be legal, decent, honest and truthful, (ii) not be contrary to the provisions of any applicable law, regulation or code of practice (including the CAP Code), (iii) not be libellous or obscene, (iv) not infringe the rights of any person (including any person’s intellectual property rights); (v) not be prejudicial to the image or reputation of TSF or the Website; (vi) be free from viruses, adware, malware, and/or bit torrents, (vii) not cause an adverse effect on the operation of the Website, and (viii) have a conspicuous privacy policy which complies with all applicable data protection and privacy laws, regulations and codes of practice.

13. To the extent that TSF sets cookies on the devices of users of the Advertiser’s Site(s) or uses any other data collecting technology (such as pixels, tags, javascript, or other code, including the tags of third party service providers) for the purpose of tracking impressions and related data (“Advertiser Data”), Advertiser shall ensure that it has a lawful basis for the use of such data collecting technology and the collection of Advertiser Data from visitors to the Advertisers Site(s) and that the Advertiser and the Advertiser’s Site complies with all applicable data protection and/or privacy laws, regulations and codes of practice.

14. TSF and its service providers will only use any Advertiser Data solely in relation to the Advertiser’s particular advertising campaign. All such Advertiser Data collected by TSF will be treated as the confidential information of the Advertiser and will not be disclosed by TSF to any third party (other than TSF’s service providers for the purpose of TSF complying with its obligations under these Terms) without the consent of the Advertiser. In no event will any Advertiser Data be combined with information collected from other sources, except where the Advertiser has agreed otherwise.

## **E Cookie usage on thestrayferret.com**

15. In no event shall Data Collecting Technology or the data collected from it: (i) be used by the Advertiser for the purposes of profiling users’ interests, segmentation, or tracking or targeting users when they leave the Website; or (ii) be combined with information collected from other sources; in each case except where TSF has given agreement in writing. TSF reserves the right to scan the Advertisements to ensure Advertiser’s compliance with clause 15.

16. The Advertiser shall procure that all other partners and entities in the supply chain with which Advertiser works or contracts in relation to an Advertisement (collectively, the “Advertiser Partners”) shall comply with these Terms.

17. The Advertiser shall ensure it complies with all applicable laws and regulations with respect to such Data Collecting Technology and that all Analytics Data will be deleted from its servers upon the end of the relationship between GNM and the Advertiser.

#### **F Liability of TSF**

18. TSF accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Advertisement digital file to TSF or any loss or damage to any Advertisement digital file or any other materials. The Advertiser guarantees that it has retained sufficient quality of all materials supplied to TSF.

19. If a booked Advertisement is not published at all solely due to a mistake on TSF part, TSF will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

20. TSF shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Advertiser or any loss which could not be contemplated by TSF and the Advertiser, and TSF's maximum total liability for any loss or damage arising out of or in relation to any Advertisement whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Advertisement actually paid by or on behalf of the Advertiser.

21. In respect of Advertisements on the Website, TSF does not guarantee continuous, uninterrupted access by users of the Website but will use reasonable efforts to provide this. In addition, TSF will not be responsible for any failure or delay affecting the transmission of the Website and any Advertisements contained in it, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of TSF.

22. For the avoidance of doubt, nothing in these Terms will limit or exclude TSF's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.

23. Nothing in these terms and conditions shall affect the statutory rights of an Advertiser who is a consumer.

#### **G Liability of the Advertiser**

24. The Advertiser will fully indemnify TSF from all investigations, claims, fines, losses, damages, costs (including reasonable legal fees) expenses and liabilities arising as a result of any breach or failure to comply with any of these Terms and/or the use or publication of the Advertisement by TSF in accordance with these Terms.

#### **H Rights**

25. TSF owns the copyright in all Advertisement artwork fully paid for by TSF and written or designed by it or on its behalf.

26. The Advertiser grants TSF the right (free of charge) to:

- use such of the Advertiser's names, trade marks and/or logos as TSF may consider necessary for the purposes of publishing the Advertisements.

### **I Cancellation policy**

27. The Advertiser may cancel an Advertisement provided that notice in writing is received by TSF within the relevant cancellation period itemised on the Advertiser's Confirmation of Booking form. Please send notice by email of your intention to cancel to the person who made your booking. Cancellation will only be effective on confirmation of receipt of your notice.

28. If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, TSF may treat the order as cancelled.

### **J General**

29. A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.

30. If TSF fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.

31. 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.

32. These Terms are the entire agreement between the Advertiser and TSF in respect of the Advertisements and no modification to these Terms will be effective unless made in writing and signed by both TSF and the Advertiser.

33. These Terms and any documents referred to and therefore incorporated by reference herein shall apply to the exclusion of all other terms and conditions which the Advertiser purports to apply to the purchase of Advertisements (including, without limitation, terms in any insertion or purchase order, e-mail, acknowledgement or click through agreement). To the maximum extent permitted by law, other than as set out in these Terms, all warranties and representations, whether express or implied, are excluded.

34. Subject to clause 23, these Terms (and any non-contractual obligations arising in connection with them) shall be governed by English law and the courts of England and Wales will have exclusive jurisdiction in relation to these Terms (and any non-contractual obligations arising in connection with them).

*Terms last updated: 20 September 2020*