

STANDARD TERMS AND CONDITIONS FOR THE ACCEPTANCE OF ADVERTISEMENTS BY TSL EDUCATION LIMITED PUBLICATIONS

1. Interpretation

1.1 In these Terms and Conditions the following words shall bear the meanings assigned to them below:

Advertiser

Means the party who places with the Publisher the order for the insertion of the Advertisement, whether such person by the Advertiser of the product or service promoted or the Advertiser's advertising agency or media buyer;

Advertisement

Means any material to be published for payment in any Publication including any display, recruitment, online, email and classified advertising or any inserts or any advertorial content;

Publication

Means TES, TESS, TES Magazine, THE, TES Online, THE Online and any other newspaper, magazine or periodical publication published by the Publisher from time to time;

Publisher

Means TSL Education Limited, having its address at 26 Red Lion Square, Holborn, London, WC1R 4HQ;

Rate Card

Means the Rate Card produced from time to time by the Publisher containing details of its prevailing rates of charging for advertising, technical specifications, all other conditions in respect of each of the Publications;

Relevant Rate Card

Means the rate card applicable to the relevant Publication at the date any advertisement was placed.

TES

Means the Times Educational Supplement;

TESS

Means the Times Educational Supplement Scotland;

TES Magazine

Means the Times Educational Supplement Magazine;

TES Online

Means the online edition of the TES as posted on any of the websites on the internet controlled by the Publisher under any of the domain names owned by the Publisher or used by the Publisher from time to time;

THE

Means the Times Higher Education;

THE Online

Means the online edition of the Times Higher Education as posted on any of the websites on the internet controlled by the Publisher under any of the domain names owned by the Publisher or used by the Publisher from time to time;

1 In these Terms and Conditions:

- 1.1 a person includes a natural person, a corporate or unincorporated body and that person's legal and personal representatives, successors and permitted assigns;
- 1.2 the schedule contained in this Agreement form part of this Agreement and shall have effect as if set out in full in the body of these Conditions. Any reference to this Agreement shall include any schedule;
- 1.3 the singular shall include the plural and vice versa;
- 1.4 a reference to any gender shall include the reference to the other gender and the neuter;
- 1.5 the headings to these Terms and Conditions are included for the purpose of convenience only and shall not govern the interpretation of the content of this Agreement.

2. Nature of the Agreement

These Terms and Conditions read together with the Relevant Rate Card and Schedule 1 applicable at the date the advertisement is placed by the Advertiser set out the terms and conditions which will apply to any Advertisement which the Publisher accepts for publication. Where the provisions of these Terms and Conditions conflict with the provisions of the Relevant Rate Card, the provisions of the Relevant Rate Card will prevail.

3. Booking Procedure

- 3.1 Where a booking is for a classified Advertisement in the TES Online or THE Online only, then the following booking procedure will apply:
 - (a) booking will be accepted only via email.
 - (b) an invoicing address must be given for each order together with details of the Advertiser.
 - (c) each Advertisement or vacancy is to be made on a separate order.
 - (d) bookings will not be accepted for generic advertisements or for advertisements which have more than one vacancy
 - (e) In order to be accepted for publication, the following information will be required for any vacancy advertisement:
 - i) Job title.
 - ii) School/establishment name.
 - iii) Salary or salary range.
 - iv) Whether the vacancy is full time or part time.
 - v) Whether the vacancy is to fill a temporary or permanent position.
 - vi) Start date.
 - vii) Interview dates.
 - viii) Post code of the employer.
 - ix) Location of the school/establishment.
 - x) Country in which the position is being advertised.
 - xi) Whether the job is suitable for NQT

- xii) Whether London Weighting applies.
- xii) Details of how candidates are to make their application.

(f) Online advertisements generally appear online within 48 hours of the advertisement being placed, but the Publisher does not give any warranties in this regard. Online advertisements will remain online for 4 weeks or until closing date, if specified, whichever is the sooner. Advertisers request that the advertisement be removed from the website at any time after publication and the Publisher shall use its reasonable endeavours to comply with this request. No refund or reduction in price shall be due to the Advertiser if it requests the removal of the advertisement from the website.

- 3.2 In respect of advertisements, other than those for publication in TES Online and THE Online, bookings may be made by email, in writing or by telephone.
- 3.3 A booking may be made as a space only booking, where copy is to subsequently be provided by the Advertiser or simultaneously with copy that is submitted to the Publisher.
- 3.4 In all cases the Advertiser will be required to adhere to the booking deadlines set out in Schedule 1 which stipulate the last date on which a booking may be accepted for publication in any of the Publications.
- 3.5 The deadlines for the receipt of the client's copy, the deadlines for alterations and amendments to advertising are set out in Schedule 1.
- 3.6 The Publisher reserves the right to amend the deadlines set out in Schedule 1 from time to time. The Advertiser acknowledges that the updated Schedule will be found on the Publisher's websites and the Advertiser acknowledges that it will consult these Schedules prior to placing its order with the Publisher.

4. Order Acceptance

- 4.1 The Advertiser's order will be accepted at the time that the Publisher agrees to publish the Advertisement. The Publisher's agreement to publish the Advertisement is given on the basis that these Terms and Conditions apply.
- 4.2 Following from 4.1 any Terms and Conditions stipulated on an Advertiser's order received either prior to or subsequent to the Publisher's agreement to publish the Advertisement shall be null and void.
- 4.3 The Publisher may at its entire discretion decline to publish or may omit, suspend or change the position of any Advertisement accepted for publication.
- 4.4 The Publisher reserves the right to cancel any order or any Advertisement at any time.
- 4.5 The Publisher will refuse to accept any order or Advertisement for publication which advertises any publication similar to or in competition with the Publisher's Publications, or which offers similar advertising services to those offered by the Publisher.
- 4.6 Whilst the Publisher will take all reasonable steps to ensure that the Advertisement placed by the Advertiser is positioned in the place requested by the Advertiser, the Publisher gives no warranty or guarantee that it will be able to position the Advertisement as requested and reserves in any event the right to change the position of the Advertisement.
- 4.7 The Publisher reserves the right to make an additional administrative charge in respect of any amendment to online Advertisements at the rates set out in The Schedule. No amendment to an Advertisement in respect of a job title or closing date will be accepted.

5. Prices for Advertising

- 5.1 The price for advertisement shall be calculated with reference to the applicable Rate Card.
- 5.2 The Publisher reserves the right to amend and revise the Rate Cards from time to time and the onus and risk is on the Advertiser to ensure that it establishes the rate applicable to the Advertisement at all times.
- 5.3 Unless rates are specifically stated to be inclusive of VAT, all rates contained in the Rate Cards shall be exclusive of VAT and the Publisher shall charge VAT at the rate applicable from time to time.
- 5.4 Where the Advertisement is one of a series of advertisements, the price to be paid by the Advertiser shall be the rate applicable at the date of publication, unless the Publisher has agreed to a bulk rate or to hold the rate applicable on any particular Rate Card.
- 5.5 Where the Advertisement forms one of a series of advertisements and the Advertiser has been granted a discount to the normal advertising rates by virtue of that fact, then if the Advertiser subsequently elects to cancel any or all of the remaining advertisements still to be published in that series, the Publisher shall be entitled to revise its charges for any Advertisement in that series which have already been published, or which will still be published so that each Advertisement will be charged at the applicable rate as if it were an individual Advertisement. This clause shall apply whether the Advertiser has already been invoiced for advertisements in the series which have been published, or otherwise.

6. Payment

- 6.1 The Publisher shall raise an invoice for the cost of the Advertisement as soon as practicable after the date of publication of that Advertisement.
- 6.2 Unless otherwise agreed in writing, the invoices are payable by the Advertiser within the number of days specified on the invoice from the date on which the invoice was raised by the Publisher.
- 6.3 The Advertiser agrees to pay the Publisher in respect of each Advertisement for which payment is not made before or on the due date:
- (a) An administrative charge of £40 for each invoice totalling less than £1,000, £70 for each invoice greater than £1,000 but less than £10,000 and £100 for each invoice greater than £10,000.
 - (b) In addition to the administrative charge the Advertiser shall pay interest on the overdue amount at the rate of 8% above the base rate of the Bank of England for the time being in force (or any higher rate permitted by any Law or that may be awarded by the Court) calculated from the date on which the payment was due to the date on which the payment was made (both dates inclusive). Interest shall accrue on a day to day basis on outstanding amounts.
 - (c) In addition to the administrative charges and interest the Advertiser shall be liable for the Publisher's costs of recovering the amounts, if any agency, collector or solicitor is engaged to procure the repayment of the debt or where any court proceedings have been issued.
- 6.4 Where the Publisher is required to issue proceedings in order to recover a debt due by an Advertiser and the matter proceeds to court, then the Advertiser agrees that the Publisher may recover (in addition to the costs awarded by the Court) the difference between the Publisher's reasonable legal costs on a solicitor/client basis and fixed costs which may be awarded by the Court. The Advertiser acknowledges that this provision is reasonable in that the advertising services offered by the Publisher are classified as business to business transactions and that in placing the Advertisement the Advertiser has represented that it will meet its debts on due date. The Advertiser therefore acknowledges that it would be unfair to penalise the Publisher where the Publisher has had to

proceed to court action and has recovered its debt and has been awarded costs, by limiting the Publisher to the costs on a fixed scale.

7. Cancellation of the Advertisement by the Advertiser

- 7.1 If the Advertiser wishes to cancel any Advertisement which it has placed with the Publisher, or any space which has been booked with the Publisher, then it shall immediately send a Notice of Cancellation to the Publisher.
- 7.2 The Notice of Cancellation will not be accepted by the Publisher if it is received after the deadlines set out under the section headed "Cancellation" in Schedule 1.
- 7.3 If Notice of Cancellation is received by the Publisher prior to the deadline set out in Schedule 1, then the Publisher shall ensure that it uses its reasonable endeavours to effect the cancellation but shall not be liable in the event that it is unable to cancel the publication of the Advertisement for any reason. In such a case the Advertiser shall remain liable for the full cost of the Advertisement.
- 7.4 Notice of Cancellation must be given to the Publisher in the manner set out in Schedule 1. However no notice of cancellation shall be deemed to be effective until the Publisher has sent an acknowledgement to the Advertiser of the Advertiser's Notice of Cancellation.

8. Publication of the Advertisement

- 8.1 Where the Advertiser provides copy to the Publisher, the Publisher will not be liable to the Advertiser in any way for any errors in the copy provided by the Advertiser. In addition, where the Advertiser provides copy to the Publisher which is insufficiently clear, illegible or inaccurate then the Publisher will not be liable to the Advertiser for any errors that may be found on publication of the copy.
- 8.2 Where the Advertiser is to provide the Publisher with copy then, if the copy is not provided by the Advertiser prior to the dates and times set out in Schedule 1, then the Publisher may at its election publish copy which has been previously published, or may treat the Advertiser as having cancelled and in both cases the Advertiser shall remain liable for the full cost as if the copy had been published.
- 8.3 Where the Advertiser engages the Publisher to provide the copy, then the Publisher shall use its reasonable endeavours to provide appropriate copy, and the Advertiser shall have no claim of any nature arising from such copy being published (including a claim for a reduction in cost) unless the Advertiser can show that it has suffered loss or damage caused by the gross negligence or wilful default of the Publisher and in that case the maximum value of the loss or damage shall be limited to the price which the Advertiser would have had to pay for the Advertisement.
- 8.4 Where advertising copy, or artwork, or other instructions are received by the Publisher which are not in a proper form or which are in a form which reasonably involve any extra production work by the Publisher, or if the Publisher is required to perform additional production work as a result of the Advertiser's failure to conform to the Publisher's requirements or instructions, then the Publisher reserves the right to:
- (a) Make an additional charge to the Advertiser which shall be the cost to the Publisher of the production work at the rates published on the Rate Card for that publication, or
 - (b) To treat the Advertiser as having cancelled that Advertisement.
- 8.5 The Publisher assumes no responsibility in the event that any error in any Advertisement is repeated in any subsequent Publication unless the Publisher is notified immediately the error occurs and in that case the error shall be corrected for subsequent advertisements booked to appear in publications whose deadline date and time for amendments has not expired.

8.6 The Publisher reserves the right to amend advertisement copy where it believes it is necessary to do so. The Publisher also reserves the right to modify the space, alter the position of the Advertisement or insertion and (where it has advised the Advertiser) to alter the date of publication of the Advertisement. The Publisher will use its reasonable endeavours to advise the Advertiser of such changes and the Advertiser may then cancel the Advertisement and/or insertion if the deadline for cancellation set out in Schedule 1 has not passed. Where, despite its reasonable endeavours, the Publisher has been unable to advise the Advertiser of the amendments, then the Advertiser shall remain liable to pay the price applicable to the amended Advertisement or insertion.

8.7 The Publisher may refuse or require the amendment of any artwork, materials and copy for or relating to an Advertisement so as to:

- (a) Comply with the legal or moral obligations placed on the Publisher by any party; or
- (b) To avoid infringing any third party's rights, the British Code of Advertising and Sales Promotion and all other codes and the general supervision of the Advertising Standards Authority or the production and quality specification stipulated or referred to in the Rate Card.

9. Obligations of the Advertiser

9.1 The Publisher does not provide proofs for checking by the Advertiser prior to publication and the Advertiser places its order on the Publisher knowing this to be the case.

9.2 The Advertiser grants to the Publisher the express rights to reproduce screen shots of all or part of any of the Publisher's property containing all or part of any of the advertising materials supplied by the Advertiser to the Publisher on or in any promotional or advertising material or in Connection with promoting or advertising the Publisher's sites.

9.3 The Advertiser warrants that:

- (a) The reproduction and/or publication of the Advertisement by the Publisher does not nor will it breach any contract, nor will it infringe or violate any copyright, trade mark or any other personal or proprietary right of any person and it will not render the Publisher liable to any proceedings whatsoever.
- (b) Any information supplied by the Advertiser in connection with the Advertisement is accurate, complete and true.
- (c) If any Advertisement submitted for publication contains the name or picture, or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the Advertiser warrants that it has obtained the authority of such person and indemnifies the Publisher against any claims which may be brought by any person against the Publisher by virtue of the publication of the Advertisement.
- (d) If the Advertisement contains financial information that the contents of the Advertisement have been approved by or the Advertiser is an authorised person within the meaning of the Financial Services Act 1986 (as amended) or the Advertisement is permitted under that Act.
- (e) The Advertisement complies with the requirements of all relevant legislation (including secondary legislation, the rules of statutory recognised regulatory authorities and the laws of the European Economic Union) for the time being in force or applicable in the United Kingdom.
- (f) All advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the British Codes of advertising and sales promotion and all other relevant codes under the general supervision of the Advertising Standards Authority and the Advertiser indemnifies the Publisher against any claim made by any third party arising from the breach by the Advertiser of these provisions.

9.4 The Publisher may provide the Advertiser with estimated usage statistics as a courtesy to the Advertiser, but the Publisher shall not be liable for any claims relating to any such statistic that was supplied. The delivery statistics provided by the Publisher shall be the definitive measure of the Publisher's performance on any delivery obligations and shall be provided by the Publisher to the Advertiser. No other measurements or usage statistics shall have any bearing on the terms of this Agreement.

Specifically the Publisher makes no warranties or guarantees with respect to unique user numbers or levels of page impressions for any Advertisement.

10. Advertiser as Principal

10.1 Where the Advertiser is an advertising agency acting on behalf of its principal, the Advertiser warrants that it is authorised by its principal to place the Advertisement with the Publisher and the Advertiser will indemnify the Publisher against any claim made by the principal against the Publisher arising from the publication thereof.

10.2 Where the Advertiser is an agency, then the Advertiser and the principal shall be jointly and severally liable for the performance of the obligations contained in this Agreement.

11. Publisher

11.1 If the Publisher fails to publish any Advertisement or deliver the number of page impressions provided for in any insertion order, or fails to publish the Advertisement or produce the insertion, then the liability of the Publisher shall be limited to:

- (a) Publishing the Advertisement or a replacement Advertisement as soon as reasonably practicable after the period following the period during which the Advertisement should have been published and, where any number of page impressions have been warranted, then that warranty shall also apply in respect of such replacement Advertisement, or
- (b) Refunded to the Advertiser the cost of those advertisements, if such costs have been paid or, if such costs have not been paid, then agree that the amounts will not be payable.

11.2 The Publisher shall not be liable for any loss or damage caused to any party by error or inaccuracy in the printing or omission of any Advertisement.

12. Indemnity

The Advertiser hereby indemnifies and agrees that it will hold the Publisher harmless against all claims from any third parties arising from any claim of trade mark, copyright infringement, intellectual property infringement, design infringement, libel, defamation, breach of confidentiality, breach of any statutory or regulatory duty, false or misleading advertising or sales practices arising from the Advertisement and/or any material to which users can link from the Advertisement. The indemnity shall extend not only to any claim arising therefrom but also to all costs, expenses, damages and losses including reasonable legal fees properly and necessarily expended by the Publisher in the defence of such claims.

13. Entire Agreement

These Terms and Conditions, Relevant Rate Card and Schedule 1 set out the entire agreement between the parties and no other provisions other than those contained in these Terms and Conditions, or referred to on the Publisher's Rate Card or in Schedule 1 shall be binding on the Publisher unless expressly agreed to in writing by an authorised representative of the Publisher.

'These terms and conditions set out the full extent of our and any Publisher's obligations and liabilities in respect of publication of any advertisement. In particular, there are no terms as to

satisfactory quality, fitness for a particular purpose or of any other kind whatsoever, except as specifically stated in these terms and conditions and any condition or other term which might otherwise be implied into or incorporated into a contract, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permissible at law, except in respect of injury to or death of any person caused by our negligence. We are not liable to you or any third party for loss of profits, loss of contracts, loss of anticipated savings, data, goodwill and revenue or any other indirect or consequential loss, arising from breach of contract or howsoever, and our maximum liability to you for any loss or damage arising out of the contract between you and us relating to any Advertisement its publication or non-publication (except in respect of injury to or death of any person caused by our negligence) is limited to the amount paid or payable by you in respect of such Advertisement

14. Termination

14.1 In the event of a breach of this Agreement by the Advertiser, the Publisher may terminate this Agreement immediately without notice and the Advertiser shall have no claim whatsoever against the Publisher arising from such termination.

14.2 In the event of any termination, the Advertiser will remain liable for any amount due under any invoice for any Advertisement published prior to such termination or, where it is too late to prevent cancellation of the Advertisement in terms of the deadlines in Schedule 1, the amounts due in respect of any Advertisement appearing after the Agreement has been terminated until the Advertisement is cancelled.

14.3 Where the Publisher terminates this Agreement or where the Advertiser fails to make payment of any amount on due date, then all amounts then outstanding by the Advertiser shall become payable forthwith notwithstanding any credit or other arrangements which may otherwise have been granted to that Advertiser.

15. Severability

15.1 If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

15.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

15.3 The parties agree, in the circumstances referred to in 14.1, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves the greatest extent possible the same effect as would otherwise have been achieved by the invalid or unenforceable provision.

16. Assignment

16.1 The Advertiser shall not, without the prior written consent of the Publisher, assign, transfer charge, sub-contract or deal in any other matter with all or any of its rights or obligations under these Terms and Conditions.

16.2 For the purposes of this Agreement the Publisher, may, at its election, deem any change in control in the Advertiser to be an assignment of this Agreement.

17. Confidentiality

The Advertiser acknowledges that the commercial terms relating to advertising, other than those contained in the advertising Rate Card, are confidential and undertakes that such an arrangement shall be kept confidential to the Advertiser and shall not be disclosed to any third party save where the Advertiser is an advertising agency, in which case the details may be disclosed to the agent's principal who shall also be bound by the terms of this clause.

18. Jurisdiction

Any dispute arising or claim arising out of the Terms and Conditions or in connection with them or their subject matter shall be governed by and construed in accordance with the Laws of England of Wales. The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute that arises out of or in connection with this Agreement or its subject matter.

19. The Advertiser hereby indemnifies the Publisher and agrees to keep it harmless against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeable as a result of any breach of non-performance of any of the representations, warranties or other terms contained in this Agreement or implied by Law.

20. The Terms and Conditions contained herein shall apply to each Contract for the insertion of an Advertisement together with such additional conditions (if any) as may be set out in the Publisher's Rate Card and in the event of any variations or inconsistency between these conditions and the conditions set out in the Rate Card, the conditions set out in the Rate Card shall prevail.

THE SCHEDULE

To the Terms and Conditions applicable to the placing of Advertising with TSL Education Ltd

1 PUBLICATIONS COVERED BY THIS SCHEDULE

TES – Times Educational Supplement
TESS – Times Educational Supplement Scotland
TES Magazine – Times Educational Supplement Magazine
THE – Times Higher Education (The Higher, The Times Higher, THE or Times Higher Educational Supplement)
All Online Publications associated with each of the above Publications

2 BOOKING DEADLINES

2.1 TES	12 noon of the Monday prior to the advertisement's insert date
• Classified – Any Advertisement set by TSL (Display and Lineage)	
• Classified – Space only booking – Copy supplied by advertiser (Display and lineage)	4pm of the Monday prior to the advertisement's insert date (publication date)
• ROP Display	10 days before advertisement insert date (publication date)
• Online ROP Display	By Agreement with Display Team
• Inserts	4 weeks before insert date (publication date)

2.2 TES Magazine

ROP Display	2 weeks before insert date (publication date)
Inserts	4 weeks before insert date (publication date)

2.3 THE

Classified – all adverts	10am of the Monday before insert date (publication date)
ROP Display	10 days before insert date (publication date)
Online ROP Display	By Agreement with Display Team
Inserts	4 weeks before date (publication date)

3 COPY INSTRUCTIONS AND DEADLINES

3.1 TES

Classified	10am of the Tuesday before insert date (publication date)
ROP Display	1 week before insert date (publication date)
Online ROP Display	By Agreement with Display Team
Inserts	Close of Business of the Friday of the week prior to publication.

3.2 TES Magazine

ROP Display	1 week before insert date (publication date)
Online ROP Display	By Agreement with Display Team
Inserts	Close of Business of the Thursday of the week prior to publication

3.3 THE

Classified	10am of the Tuesday before insert date (publication date)
ROP Display	1 weeks before insert date (publication date)
Online ROP Display	By Agreement with Display Team
Inserts	Close of Business of the Friday of the week prior to publication

4. ALTERATION AND AMENDMENT DEADLINES AND CHARGES

4.1 TES

Classified – both where Advertisement is set by TSL and copy given by	10.30a.m of the Tuesday before insert date (publication date)
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4.2 Online Advertisements

£50.00 administration charge applies to each and every amendment accepted by the Publisher. Job title and closing date can not be amended

5. CANCELLATION – DEADLINES AND CONTACT DETAILS

Notice of any cancellation must be received in writing sent to the numbers and addresses listed below. Note that unless TSL confirms in writing that the cancellation has been accepted;

5.1 TES & TES Magazine

Classified

Fax to 0203 194 3333

Email: recruitment@tes.co.uk

Deadline – 9.30a.m. of the Tuesday before insert date (publication date)

ROP Display

Fax to 0203 194 3090

Deadline – 4 weeks before publication date

5.2 THE

Classified

Fax to 0203 194 3333

Email to recruitment@timeshighereducation.co.uk

Deadline – 12 noon of the Monday prior to insert date (publication date)

ROP Display

As for TES

5.3 ONLINE

Cancellations will be accepted for Online Advertisements and the Publisher will remove the Advertisement as soon as reasonably practicable after the Advertiser has given notice of Cancellation. Online Advertisers are advised that no refunds will be given in respect of any cancelled advertisements after the advertisements have been placed