



Standard Terms and Conditions for Advertisers 2021

These terms and conditions ("Standard Terms") shall be deemed incorporated by reference into any insertion order or advertisement placed in the CTA portfolio (print, online and digital platforms) by a person, business, organisation or advertising agency or a representative of a person, business, organisation or advertising agency (the advertiser).

All Insertion Orders, Advertisement Agreements and Adverts are subject to acceptance by CTA. The Standard Terms and Insertion Order shall be collectively known as the "Agreement." Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement.

Term of Agreement.

The term of this Agreement commences on the Acceptance Date and/or Publication Date in of advertising set forth in the Insertion Order or Advertisement Agreement made with CTA and terminates on the End Date set forth in the Insertion Order or Advertisement Agreement made with CTA or such later date as the parties may agree separately in writing. Insertion orders and receipt of advertising confirmation are binding contracts and are non-cancellable once agreed and confirmed. Advertisers will be obliged to fulfil all bookings agreed as per insertion order or agreement with CTA.

Advertiser's Representations; Indemnification.

Advertiser represents and warrants to CTA that Advertiser holds all necessary rights to permit the use of the advertisement by CTA for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of advertisement, any data regarding users, and any material to which users can link, or any products or services made available to users, through or as a result of the advertisement will not (a) violate any criminal laws, including without limitation public laws and regulations, or any rights of any third parties, (b) contain any material that is unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable law or code, or (c) use any trademark, trade name, or corporate name of CTA - without the prior written consent of CTA. (d) Advertiser agrees to indemnify, defend and hold CTA and Third Parties (if any, and including, but not limited to CTA data and, or technology Partners,) harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) breach of any of the foregoing representations and warranties, or (ii) any third party claim arising from use of or access to the advertisement under this Agreement or any material to which users can link, or any products or services made available to users, through the advertisement under this Agreement.

Cancellations.

Except as otherwise provided in the Insertion Order or Advertising Agreement, the Insertion Order or Advertising Agreement is non-cancellable by Advertiser. If Advertiser cancels the Insertion Order or Advertising Agreement, in whole or in part, prior to the End Date or prior to the cancellation date permitted in the Insertion Order, Advertiser agrees to pay CTA a cancellation fee equal to the amount due if the campaign had run as booked in addition to all costs incurred.

Right to Reject Advertisement Positioning.

All contents of advertisements are subject to CTA's approval. CTA reserves the right to reject or cancel any advertisement, Insertion Order, Advertising Agreement, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by CTA that any placement thereof may subject CTA to criminal or civil liability).

Confidentiality.

During the term of this Agreement, and until such time as the "Confidential Information" (as defined below) is no longer protected as a trade secret under the laws of England and Wales, neither party will use or disclose any "Confidential Information" of the other party except as specifically contemplated herein. "Confidential Information" means

information that: (1) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Subject to the foregoing, Confidential Information shall include, without limitation, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, the advertisement before publication, and the terms of the Insertion Order.

Confidential Information does not include information that: (i) has been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of this Section by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority. At the request of the disclosing party, the receiving party shall return all of the disclosing party's Confidential Information to the disclosing party.

Termination; Effect of Termination.

In the event of a material breach by Advertiser, CTA may terminate this Agreement immediately without notice or cure period, without liability to CTA. In the event of any termination, Advertiser shall remain liable for any amount due under an Insertion Order for advertisement delivered by CTA and such obligation to pay shall survive any termination of this Agreement. Anything herein to the contrary notwithstanding, the provisions of the Agreement relating to confidentiality and any other provisions which by their nature should survive termination shall survive the expiration or termination of the Agreement for any reason.

No Warranty.

CTA MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION ADVERTISING AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, CTA EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE, AVAILABILITY, FUNCTIONALITY, RESPONSE OR ANY OTHER ASPECT OF CTA'S SERVICE.

Limitations of Liability.

In the event that CTA fails to publish an advertisement in accordance with the schedule provided in the Insertion Order or agreement of advertising schedule, or in the event that CTA fails to deliver the number of impressions specified in the Insertion Order (if any) by the End Date specified in the Insertion Order, or in the event of any other failure, technical or otherwise of such advertisement to appear as provided in the Insertion Order, the liability of CTA and exclusive remedy of Advertiser shall be limited to either (i) placement of the advertisement at a later time in a comparable position or (ii) extension of the End Date specified in the Insertion Order until the minimum delivery requirements set forth in the Insertion Order, if any, are delivered, as the parties may mutually agree. IN NO EVENT SHALL CTA BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF CTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND

NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CTA'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY CTA. FROM ADVERTISER FOR THE INSERTION ORDER GIVING RISE TO THE CLAIM.

Without limiting the foregoing, CTA shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the control of CTA. The Advertiser acknowledges that CTA has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

Miscellaneous.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to principles of conflicts of law. This Agreement may be amended only by a writing executed by a duly authorized representative of each party. Advertiser shall make no public announcement regarding the existence or content of the Insertion Order or Advertising Agreement without CTA's prior written approval, which approval shall not be unreasonably withheld. Any notices under this Agreement shall be sent to the addresses set forth in the Insertion Order (or in a separate writing) by facsimile or nationally recognised express delivery service and deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

1. By agreeing to the booking detailed on the sales order you are also agreeing to be bound by these terms and conditions.

2. Standard Terms and Conditions for Suppliers PLEASE NOTE These terms and conditions ("Standard Terms") shall be deemed incorporated by reference into any order (the "Purchase Order") submitted by the advertiser or its agency set forth in, superseding all terms therein except for those relating to advertisement scheduling and pricing. The Standard Terms and Purchase Order shall be collectively known as the "Agreement." Advertiser and its agency (if applicable) shall be jointly and severally responsible under this Agreement.

Term of Agreement.

The term of this Agreement commences on the Acceptance Date set forth in the Purchase Order or Advertising Agreement and terminates on the End Date set forth in the Purchase Order or such later date as the parties may agree in writing.

TERMS & CONDITIONS OF SALE OF ADVERTISING

1. Definitions

a. The following words and expressions shall have the following meanings unless the context otherwise requires:

- (i) "Advertisement" means any page or part thereof containing graphics or text put forward by the Advertiser to be printed or digitally displayed;
- (ii) "Advertisement Specification" means the detailed requirements as to how the Advertising Copy and/or artwork should be supplied to the Company by the Advertiser
- (iii) "Advertiser" means any person, partnership or company and/or its agent placing bookings for the insertion of an Advertisement or an advertising agency;
- (iv) "Advertising Confirmation Letter" means confirmation by the Company in writing (by post, fax or email) that your booking has been accepted;
- (v) "Advertising Copy" means advertising text, content or graphics intended for reproduction by the Company as an Advertisement;
- (vi) "Advertising Rate" means the rates set out from time to time and agreed at the time of booking;
- (vii) "Advertising Space" means advertising space available in a printed publication or digitally displayed and booked by the Advertiser pursuant to these Terms;
- (viii) "Agency Rate" means a discounted rate agreed at the time of placing the order to bona fide advertising agencies;
- (ix) "Company" means The Hemp Trades Association t/a Cannabis Trades Association (CTA) whose registered office is at Bridge House, Wincolmllee, Hull, HU2 8AG;
- (x) "Contract" means any agreement for the sale and purchase of Advertising Space which is entered into between the Company and the Advertiser;

- (xi) "Copy Deadline" means the dates required for copy material and/or advertisement artwork;
- (xii) "Multi-booking Rate" means the discounted rate agreed for multiple bookings;
- (xiii) "Notice of Cancellation" means the notice from the Advertiser in writing (including email) informing the Company that the Advertiser wishes to cancel the Contract;
- (xiv) "Publication(s)" means the Company's supply of venue programmes and/or other similar publications, and/or in addition to digitally displayed online advertising;
- (xv) "Start Date" means the date in which the advertisement is published or first published where such advertisements are due to run for a specified period;
- (xvi) "Terms" means these terms and conditions;
- (xvii) "Working Day" means each day excluding Saturdays, Sundays and English bank and other public holidays.

b. In these Terms:

- (i) words in the singular include the plural meaning and words in the plural include the singular meaning;
- (ii) headings are for reference only and do not affect the meaning or interpretation of these Terms;
- (iii) references to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulation, code of practice or statutory order;
- (iv) any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

2. Basis of Contract

a. These Terms shall apply to the sale by the Company of all Advertising Space purchased by the Advertiser via the telephone, post, email or fax and these Terms shall govern each Contract to the exclusion of any other terms and conditions introduced or submitted by the Advertiser.

b. When an Advertiser places a booking for Advertising Space in the Company's Publications or online over the telephone or sending a booking by post, email or by fax, this will constitute an offer.

c. Acceptance of a booking and the completion of the Contract shall take place on the date of the Company's Advertising Confirmation Letter.

d. The Advertiser acknowledges that any promotional discounts or offers given when entering the Contract are valid only for the particular Contract in respect of which they are offered and that full tariffs will apply to any future Contracts unless otherwise agreed in writing by the Company.

3. Acceptance of Advertisement

a. Advertisements are accepted subject to the following conditions:

- (i) the Advertising Copy should be received by the Company and the Advertiser shall supply the Advertising Copy in such forms and by the date advised by the Company;
- (ii) approval of Advertising Copy shall not in any way prejudice the Company's right to reject the Advertising Copy;
- b. The Company has at its absolute discretion the right to omit, suspend or change the position of any Advertisement accepted including but not limited to the following reasons:
 - (i) to comply with legal or moral obligations placed on the Company or any Advertiser; and
 - (ii) to avoid infringing third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards

Authority.

c. The Company may make any additions to, changes in or deletions from any Advertisement Copy required by any competent authority, provided that the Company shall inform the Advertiser prior to making any addition, change or deletion, where reasonably practicable.

d. In the event that the Advertising Copy does not comply with the supplied specification the Company shall be permitted to either reject or change the Advertising Copy to comply with the requested specification. Such changes may include (but are not limited to) reformatting, cropping, resizing and editing.

e. In the event that the Company fails to publish any Advertisement in accordance with clause 3b,3c and 3d, the Company shall not incur any liability to the Advertiser for any damage or loss in respect of non-publication.

f. It is the responsibility of the Advertiser to check that the Advertisement Copy is correct when supplied to the Company and/or when the Advertisement is supplied back to the Advertiser for checking. Without prejudice to clause 3b, the Company accepts no liability for any error in the Advertisement, or in the case of multiple Advertisements the repetition of an error unless notified to the Company immediately at the point at which the error occurs.



g. The Company reserves the right to repeat previous accepted Advertisements if an Advertising Copy is not received by the required deadline and shall be paid by the Advertiser in full for the Advertising Space booked.

h. No monopoly is allowed to any one advertiser for a particular trade.

i. The Company may perform credit checks on the Advertiser before a booking is confirmed and the Advertiser hereby consents to such checks being undertaken. The Company shall not disclose any information obtained by the credit check to any other party except to the extent that the Company are required or permitted to do so by law.

4. Advertisement Content and Advertisement Warranties

a. The Advertiser warrants that:

- (i) it has the full power and authority to enter into and perform these terms;
- (ii) the Advertisement does not contain any material that shall breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Company liable to any claims or proceedings whatsoever;
- (iii) in respect of any Advertisement submitted which 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 identified, the Advertiser has obtained any authority of such living person to make use of such name, representation and/or copy;
- (iv) the Advertisement submitted is not obscene or libellous;
- (v) the Advertisement and any information submitted must be legal, decent, honest and truthful and comply with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority;

b. The Advertiser agrees to indemnify the Company and keep it indemnified against all claims, costs, proceedings, demands, losses, damages or expenses whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law.

5. Payment

Terms of Payment.

a. Payment for advertising is in advance of publication date unless otherwise agreed with CTA.

b. CTA do not accept and will not be bound by any Supplier's separate Terms and Conditions unless otherwise agreed between advertiser and/or representative of advertiser and CTA.

c. Advertising agencies will be billed for activity in one calendar month with payment to be received no later than within 30 days of the following month.

d. Amounts unpaid after such date shall bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) until paid in full.

e. All payments due hereunder are in UK Sterling Pounds and are exclusive of any applicable taxes. Advertiser shall be responsible for all applicable taxes.

f. If the Customer fails to make any payment when due for any reason (including, without limitation, dishonoured cheques or card payments, direct debit cancellation), the Company reserves the right to:

- (i) charge the Customer reasonable administration and bank charges in respect of such failure;
- (ii) require immediate full payment of all fees for the remainder of the then current duration of the Contract;
- (iii) terminate the Contract and postpone the publication of any Advertisement until it has received payment in full of all sums then due from the Advertiser.

g. In accordance with the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. Debt value - £1,000.00 > Late payment charge £70.00. Debt value - £999.99 < Late payment charge £40.00. Interest will be 8% above the Bank of England base rate from the date the invoice becomes due.

h. PAYMENT PRIVACY POLICY - We do not store any credit card details nor do we share any information with any third parties

6. Contract Cancellation

a. The Advertiser shall have a period of 10 Working Days from the date of the Company's Advertising Confirmation Letter in which to cancel the booking.

b. No cancellation will be accepted following the period of 10 Working Days from the date of the Company's Advertising Confirmation Letter in accordance with clause 2c.

c. Any Multi-Booking Rate granted by the Company to the Advertiser for multiple Advertisement insertions will apply only in the event that all the Advertisements contemplated are placed. In the event that the Advertiser

Cancels or does not include any multiple Advertisements, the Advertiser will lose the right to the Multi-Booking Rate and will be charged at an alternative rate.

7. Indemnity and Liability

a. Nothing in these Terms excludes or limits the liability of the Company for death or personal injury caused by the negligence of the Company or any other liability which may not otherwise be limited or excluded under applicable law.

b. Subject to clauses 7a and notwithstanding this clause, the Company's aggregate liability for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Advertiser for the Advertising Space in respect of one incident or series of incidents attributable to the same clause.

c. Subject to clause 7b above, the Company shall not be liable in contract, tort (including limitation negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms for any:

- (i) economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- (ii) loss of goodwill or reputation; or
- (iii) special or indirect losses suffered or incurred by that party arising out of or in connection with the provision of any matter under these Terms.

d. The Advertiser shall indemnify the Company against any claim, cost, loss, damage and/or expense that the Company may incur as a direct or indirect consequence of the Company publishing the Advertisement in accordance with the instructions of the Advertiser.

8. Copyright

The Advertiser hereby grants to the Company a worldwide licence to reproduce, display and copy the Advertisement in the Publication(s) whether in the form of printed matter or digitally displayed.

9. Agency Rate

Agency Rate shall be applicable to those Advertisers with whom the Company has entered into an arrangement for the referral of advertising business provided that the Advertiser can demonstrate that clauses 3 and 4 has been satisfied.

10. Notice

Any notice required or permitted to be given by either party to the other under the Contract shall be in writing (which shall include e-mail) addressed to that other party at its registered office giving the notice.

11. Intellectual Property

a. The Advertiser retains ownership of all copyright, trademarks and other intellectual property ("IPR") rights in its Advertisements and grants a licence to the Company for the purpose of the Company's publication of its Advertisements.

b. The Company grants no licence or other right to the Advertiser in respect of any Publication (excluding the Advertisement) or in respect of any IPR belonging to the Company and the Advertiser may not make any use of the same without the prior written consent of the Company.

12. Force Majeure

The Company shall be under no liability for any delay or failure to deliver Advertising Space or otherwise perform any obligation as specified in these Terms if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data supplied by the Advertiser; failure of power supply; lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute; or owing to any inability to procure materials required for the performance of the contract.

13. Miscellaneous Provisions

a. These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

b. If any portion of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these Terms shall not be affected.

c. These terms and conditions supersede all prior representations undertakings and agreements between the Advertiser and the Company relating to the booking of Advertising Space and sets forth the entire agreement and understanding between the Advertiser and the Company.

