

pest



www.pestmagazine.co.uk



@PestMagUK



@Pestmagazine

2023

PACK

media



SIMON KING
EDITOR

While there are a number of challenges in the pest control sector, with the toolbox seemingly reducing quickly, there are opportunities to be had – you only need to see the amount of acquisitions in the industry to see this.

The British Pest Control Association is heading a campaign to professionalise the sector and Pest magazine firmly backs this. By professionalising the sector, we can attract new entrants, who will be able to see the career path available to them – if you want to succeed in this sector, you need to be trained, committed to CPD and competent in what you're doing.

This was celebrated at the National Pest Awards, which were held for the second time in September, and were a great success.

The UK pest control market is expected to grow 6.7% in 2022 and is worth £908.1 million¹.

The market is driven by an increase in the number of premises (in both the food and construction industry), maintenance of pest control contracts and rising

hygiene and health consciousness among people.

While rodenticide and insecticide use has continued to increase, there is an exciting rise in the use of technology in the industry, and the likes of heat treatments, remote traps and drone use have been very interesting and well documented in Pest magazine.

Pest magazine is aimed at the whole industry, which includes pest control companies, manufacturers, distributors, consultants, facilities owners, pest control operators, local authorities, scientists and those in research – a UK magazine with a global audience.

Pest magazine works with the British Pest Control Association, National Pest Technicians Association, BASIS, industry experts, national regulatory bodies and government departments to ensure we are technically accurate, relevant, independent and reach the people who matter.

¹ Source: IBIS World. Pest Control in the UK Market Size 2011–2029

Pest magazine provides independent news, views and analysis for pest professionals working in servicing companies, local authority units, facilities pest control, research, manufacturers, distributors and as consultants. **Pest magazine** has a steadily increasing annual readership reaching all sectors of the pest control industry and covering print, digital and social media platforms. It is the perfect location from which to reach your target audience.

Seasonal features:

We cover all aspects of pest control including seasonal pests, international news and views, practical control, interviews with industry figures and covering events and forums.

Supplements:

Pull-out supplements covering innovations in pest control and the National Pest Awards.

Inserts:

Advertise your new products, seasonal newsletter or product brochure, delivered inside *Pest* magazine.

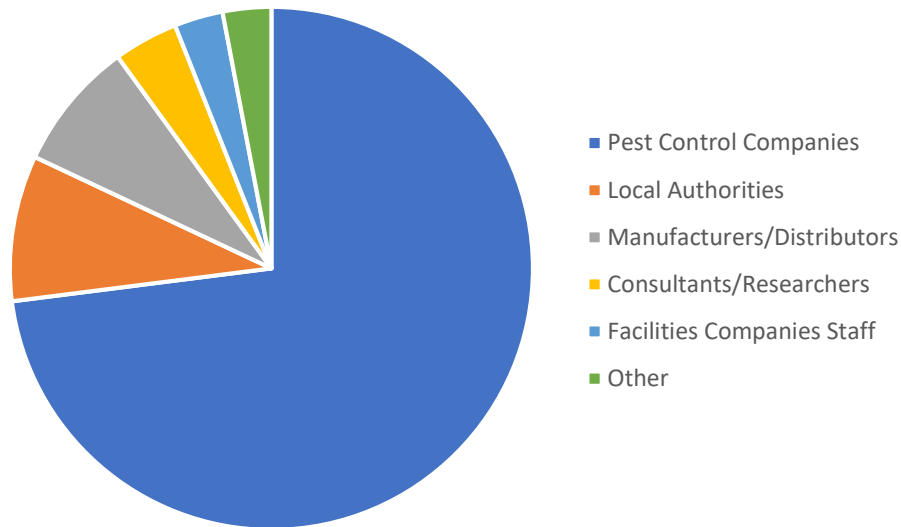
Total circulation is 5,589 UK and overseas readers.



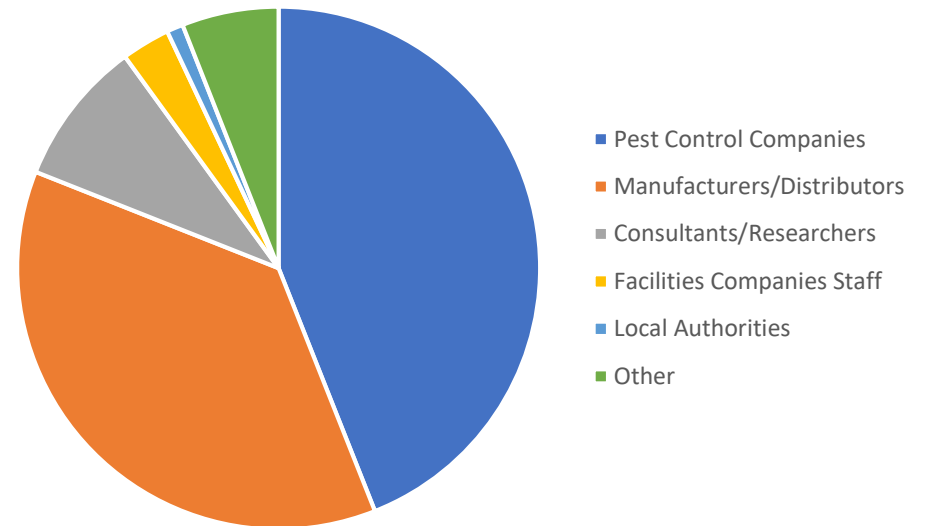
Top line Figures 2022

Print circulation	2,700
Online magazine readers	2,495
Average monthly users	1,972
Average monthly page views	7,755
E-newsletter subscribers	4,122
Solus email database	3238
Total Pest readership	5,195

Pest - UK Readership by Category

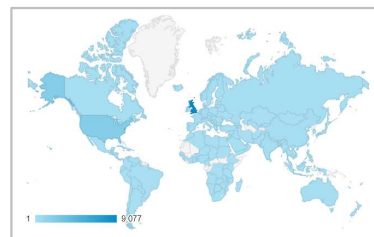


Pest - Overseas Readership by Category



Overseas readership by continent 2022:

Europe 73%, Americas 16%, Asia 8%,
Africa 2%, Oceania 1%



Overseas readership by country/region 2022:

UK: 58%, Rest of Europe 15%, USA 13%, China 2%,
Aus/NZ 1%, India 1%, Others 10%.

160 countries visited the Pest website in 2022

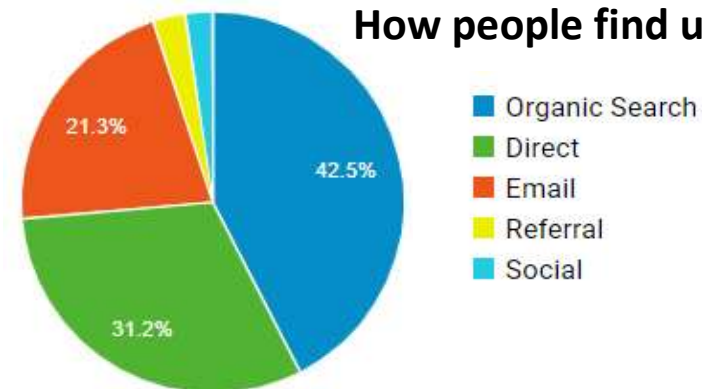
TOP 10 most read articles on the Pest website in 2022:

1. UK warning as rats are swimming up toilet pipes to get into homes (June 2022)
2. Terminix UK acquired by private equity firm Norvestor (May 2022)
3. Finalists announced for the National Pest Awards 2022 (July 2022)
4. No more wasp issues at Irish theme park (June 2022)
5. Glue Traps (Offences) Bill passes third and final reading in England (April 2022)
6. Europest Environmental Services acquired by Orkin (July 2022)
7. Integrated Pest Management acquired by Orkin (Feb 2022)
8. New label text specifying bait-station standards (Jan 2022)
9. New Omniveo fly trap designed to see it all (April 2022)
10. Organisers herald 10th ICUP conference a roaring success (July 2022)

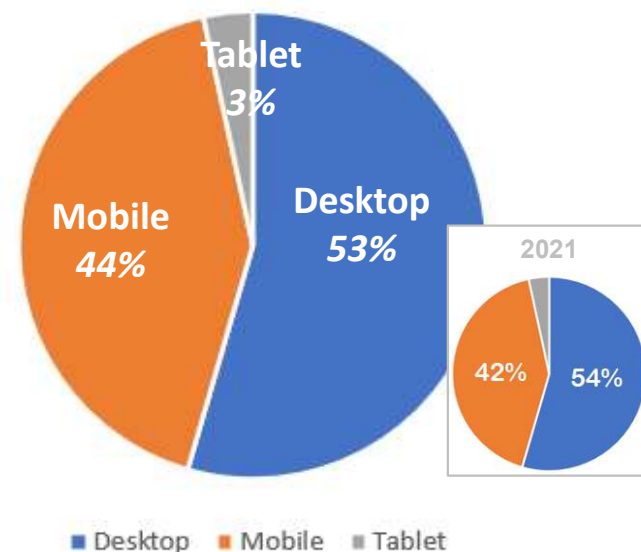
TOP 10 website visitors per country in 2022: UK, USA, Germany, Ireland, Spain, China, India, France, Netherlands & Italy.

Number of completed Pest Tests in 2022	Demographics visiting the site	Age demographic of Pest site visitors
1,641	54% male 46% female	18-34 = 61% 35-54 = 28% 55+ = 11%

How people find us

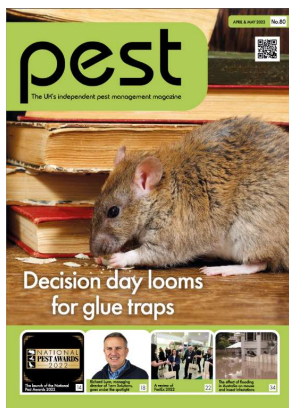


How our readers access Pest



Pest magazine is printed six times a year and provides independent news, views and analysis for pest professionals working in all aspects of the pest industry.

We also have our popular annual **Innovation Supplement**, which comes out with the December January issue, and takes an in-depth look at the latest industry technology.



Print Advert Size	Single Insertion
Double page spread	£3,337
Full page*	£1,830
Full page editorial	£1,830
Half page	£1,258
Quarter page	£810
Inserts (up to 10g to UK list)**	£864
Wall planner	£540/box

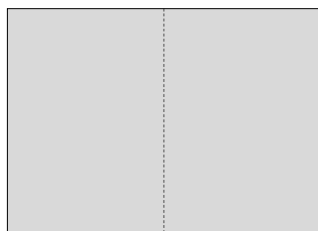
All prices exclude VAT

* Special positions +10%

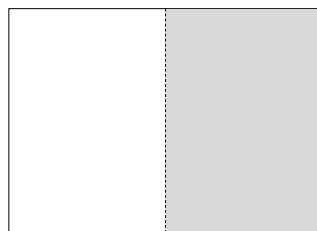
** For inserts above 10g please contact us

Useful information	
Print circulation	2,700
Online magazine readers	2,495
Total Pest readership	5,195

Artwork size	Width	Height
Double page spread	420mm	297mm
<i>Bleed = 426mm x 303mm; Type area = 400mm x 260mm</i>		
Full page	210mm	297mm
<i>Bleed = 216mm x 303mm; Type area = 190mm x 260mm</i>		

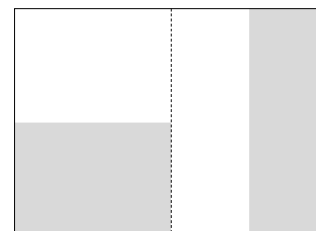


DPS orientation

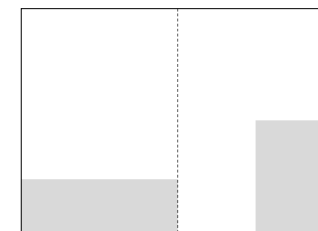


Full page orientation

Artwork size	Width	Height
Half page landscape	190mm	128mm
Half page vertical	90mm	260mm
Quarter page landscape	190mm	62mm
Quarter page portrait	90mm	128mm



Half page orientation
Landscape Vertical



Quarter page orientation
Landscape Portrait

Artwork supply - notes

PDF is our preferred format, supplied as a composite CMYK made to current PPA Pass4Press standard **PDF/X-1a**.

Other formats are accepted providing they adhere to the Pass4Press standards for the application they are created in.

Maximum ink density should not exceed **300% (C+M+Y+K)**. No spot, RGB, Lab or Solid Pantone colours should be used.

Images must be CMYK and **300dpi** in the finished size. Logo or images downloaded from websites should be avoided as the resolution will be 72dpi.

We cannot guarantee that **Opentype** or **Multiple Master** fonts will print correctly.

No finished artwork can be accepted as **Word, Excel, powerpoint, Corel Draw, MS Publisher** or any other third party software.

Text for setting should be supplied as a **digital text file**.

Go to **www.pass4press.com** to download presets for all the major applications and for guides on how to set up older applications. Also on the website is more detailed information on colour management, proofing and international standards.

Continuous Professional Development (CPD) is a compulsory requirement for many pest control operators.

We're launching new CPD modules within *Pest* Magazine which will appear both in print and online, allowing you to display information about products, technical seminars, topical issues or pest management techniques.

Readers will be able to read the full article in print and on the website before completing and submitting 10 questions. CPD points are then awarded to those who complete the task. ALL CPD modules appear in print (as a double page spread) and on our website. They remain available online for 12 months.

Whether you are launching a new product or discussing a new technique, CPD Modules are a great way to engage with pest controllers, enhance your reputation as a company that supports training, raise awareness of key topics affecting the pest sector and help further knowledge and careers.



What you need to do	What we do at <i>Pest</i>
<ul style="list-style-type: none"> • Provide a 1,200 word document • Provide 10 questions and answers • Provide 2 pictures plus a company logo 	<ul style="list-style-type: none"> • Liaise with BPCA/BASIS to gain CPD accreditation • Design a double page spread to appear in the magazine • Host the CPD module on the <i>Pest</i> website for one year • Promote the training module within the magazine, online, e-newsletter and social media • Regularly update you with completion data

Useful information

Pest tests completed in 2022	1,641
Website ave monthly page views	7,755
E-newsletter subscribers	4,122

CPD Module*	Cost
Double page module package	£2,430

*includes print, digital & social media promotion

Our digital portal at www.pestmagazine.co.uk, which carries breaking news, analysis, comment and features, is the perfect platform from which to reach your target audience and to maintain a visual presence within the pest control industry.

The website has a dedicated audience of qualified pest professionals, so whether you are reminding people of your brand, or launching a new product, your digital adverts will be highly visible throughout the site to all who work in the sector. It also houses *Pest* magazine

electronic issues, best practice notes, the latest jobs and much more. 160 countries visited the *Pest* website in 2022, highlighting our global reach.

All banners on www.pestmagazine.co.uk are run of site. The eye-catching wallpaper wraps around either side and is a great way to highlight new product launches, while the super leaderboards, MPUs and tiles all sit within the site itself.

Wallpaper - a wrap-around visually striking position ideal for new product launches. Turns into a in-editorial MPU on mobile platforms. Visible on all pages.

Super leaderboard - highly visible headline position at the top of all pages. Converts to smaller MPU size on mobile platforms.

Pop-up - appear once during a web session on whichever page of the *Pest* website is accessed first by the visitor.

MPU - larger space than previous tower adverts, and with a prominent position on the site. Visible on all pages.

Tile - slightly smaller than an MPU but larger than previous button adverts. Visible on all pages.

Pest library - an archived resource available to all site visitors for catalogues, reports or documents.

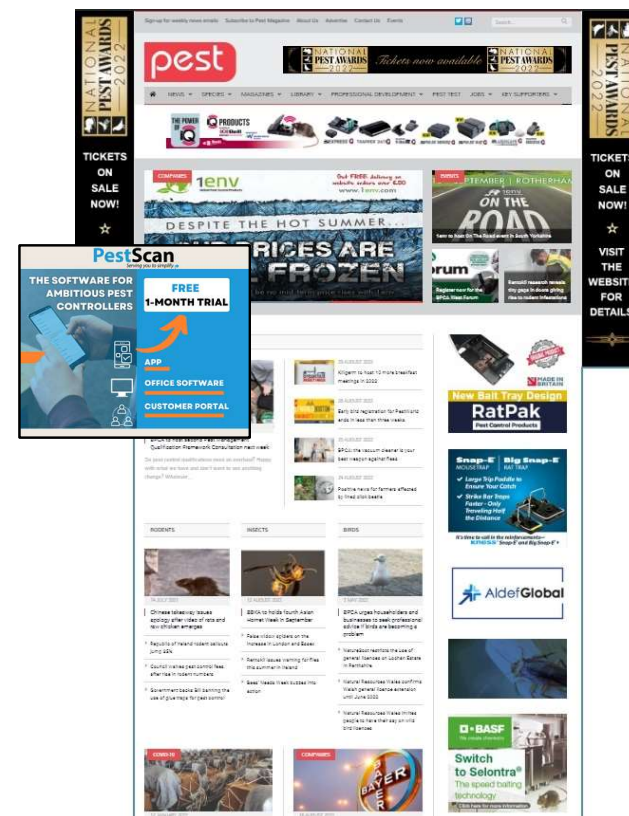


	Advert dimensions	Price
Wallpaper†	1920 x 900 pixels	£1,080/mo
Super leaderboard*	970 x 90 pixels	£3,780/yr
MPU	300 x 250 pixels	£3,240/yr
Tile	300 x 150 pixels	£2,160/yr
Pop-up MPU	300 x 250 pixels	£810/mo
Promoted Content☆	Ask for details	£1,080
Survey	n/a	£1,296
Webinar/Video	n/a	POA
Pest library (12 months insertion)	pdf	£420/yr

† Wallpaper converts to a mobile friendly, in-editorial MPU

* Super leaderboard converts to a mobile friendly MPU

☆ includes website and e-news promotion and dedicated website presence



Digital artwork supply

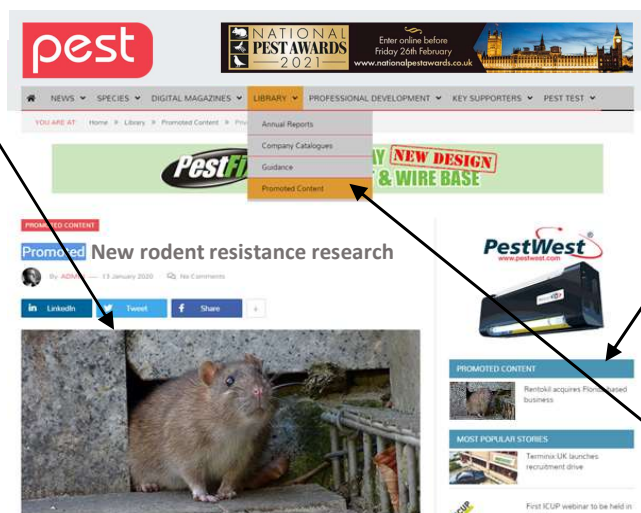
Digital adverts for the website can be supplied as **static .gif, png, or .jpg/.jpeg files**. **Animated .gif files** are also acceptable. **All must be supplied in the exact pixel size specified above**. We cannot accept any flash-based adverts such as .swf files. Where animation is included, please avoid extremely fast, distracting rotations.

To ensure that web pages display quickly, advertisers are asked to keep file sizes to a minimum. **We recommend 50 KB to a maximum acceptable size of 150 KB.**

Please also supply a link to a relevant landing page or website.

Promoted content is an ideal way to highlight news articles, new products or technical features to our online audience. All content appears in the main section, then on our dedicated side bar section before moving to a special Library folder.

1 – Promoted Content appears on the home page when first published and goes through the news area slider (for approx. 1 week)



2 – Promoted content then moves to the special 'Promoted content' side bar on the right hand side of the website on all pages (for approx. 3 weeks)

3 – Promoted content then moves to the *Library* > *Promoted Content* tab on the website where it remains indefinitely.

Content specification:

Word limit guide: c1000

Images: Minimum of one featured image (702x336px). Additional images in content or as gallery.

Video: Embedded YouTube or Vimeo video within content OR as featured image in content header.

Links: Content can carry five links to website sections

Other details:

All promoted content carries a blue **'Promoted'** label in the title. Promoted content body text background colour will be light grey.

Author name can be a single author, a company name, logo, short description and web link.

Promoted content is also summarised in our weekly e-newsletter to coincide with the first week of the article.

Useful information

Website average monthly users	1,972
Website ave monthly page views	7,755
E-newsletter subscribers	4,122

Display

Cost per Insertion

Promoted Content article	£1,080*
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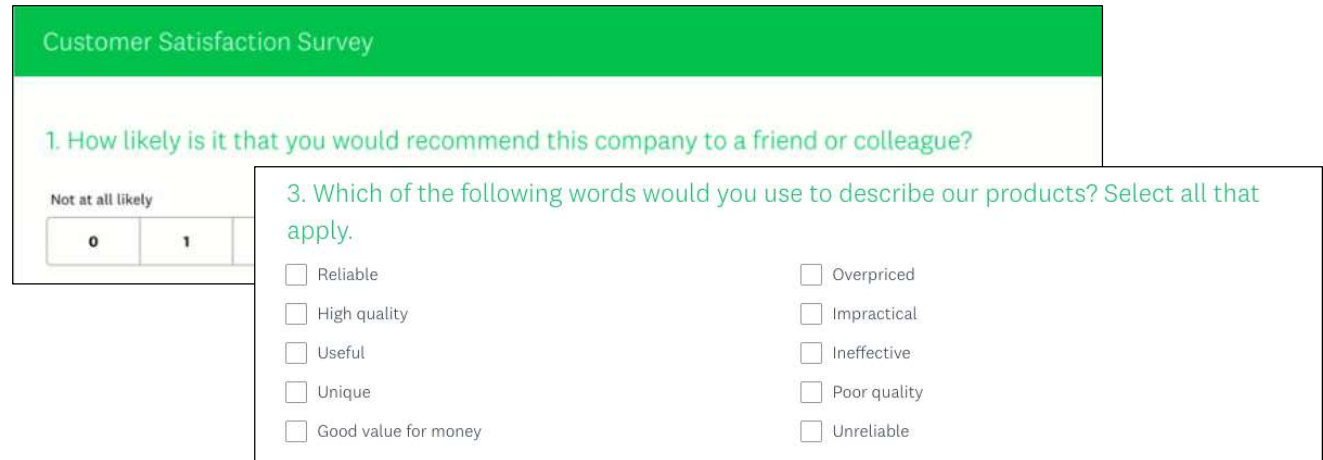
* includes website and e-news promotion and dedicated website presence

Included extras:

- Article included in weekly email newsletter
- Also shared organically on social media channels

Do you want to get the opinion of our Pest database?

Surveys are a great way to get feedback on new products, find out how people use pest equipment or what they thought of your forum open day.



Customer Satisfaction Survey

1. How likely is it that you would recommend this company to a friend or colleague?

Not at all likely

0 1

3. Which of the following words would you use to describe our products? Select all that apply.

- ☐ Reliable
- ☐ High quality
- ☐ Useful
- ☐ Unique
- ☐ Good value for money
- ☐ Overpriced
- ☐ Impractical
- ☐ Ineffective
- ☐ Poor quality
- ☐ Unreliable

Survey requirements:

You will just need to supply us with the following:

- A few lines telling us what the survey is about
- The questions you want answered (min 5, max 10 is ideal)
- Whether you want y/n answers, scale 1-10 or written answers
- If you want it anonymous or not
- Whether it is conducted by Pest or by your company – if so we'll need a logo
- A prize for a randomly selected winner (optional, but recommended)

Notes: We will build this and send you a proof to check and amend.

We will send out a solus email to our database to ask them to complete the questionnaire. We'll also advertise it on our e-newsletter and on social media.

Once the survey is completed, we send you a pdf and an excel file with the survey data.

Useful information

Survey database	4,122
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Cost per Survey

Survey	£1,296*
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*Included extras:

- Survey designed by us, proofed by you
- Promoted in the weekly e-newsletter and on social media
- Results PDF and excel file sent after the survey has closed

Pop-ups appear on the *Pest* magazine website to each new user visit.

They are an ideal way to focus your advertising during particular times of the year and have a high click through rate.

Pop-up requirements:

You will need to supply us with:

- A 300 x 250 pixel graphic
- A link to a relevant landing page or website



Artwork supply

Digital adverts for the website can be supplied as **static .gif, png, or .jpg/.jpeg files**. **Animated .gif** files are also acceptable. **We cannot accept** any flash-based adverts such as .swf files.

To ensure that web pages display quickly, advertisers are asked to keep file sizes to a minimum. **We recommend 50 KB to a maximum acceptable size of 150 KB.**

Where animation is included, please avoid extremely fast, distracting rotations.

Useful information

Monthly reach	1,972
Pop Up Advert	£810/mo

Pest magazine solus emails are targeted emails that go to our comprehensive database.

Text and images are put together in an eye-catching format to showcase new products, company news or seasonal offers.

Solus email requirements:

You will need to supply us with:

- **two short paragraphs of text**
- **images**
- **company logo**
- **link to a relevant landing page or website**

Notes: If the file size of the email is too large there is a risk that it will go straight into a spam folder, so this is something we try to avoid at all costs. You should also avoid using embedded videos in solus emails.

If you send us the information, we will create the email with a *Pest* header and footer and then send it back to you for approval.

Example Solus email:

Independent news for pest professionals

PROFESSIONAL PEST CONTROL

PROFESSIONAL INSECTICIDES

- Quick knockdown. Natural active ingredient. Broad spectrum control, suitable for use against a range of flying and crawling insects. 3 separate formulations, developed specifically for a range of application techniques.
- HACCP Approved. Non-persistent in the environment. Approved for use in a wide range of locations and sensitive areas.

- DEADLINE PYSPRAY**
A professional use spray for the control of flies, wasps, fleas, beetles, bedbugs, cockroaches, moths, ants and booklice in industrial/commercial premises. For use on hard porous and hard non-porous surfaces. Size: 5 litres.
- DEADLINE PYDUST PRO**
A professional use powder for the control of flying and crawling insects such as flies, mosquitoes, ants, cockroaches, wasps, silverfish, fleas, beetles, woodlice, carpet beetles and moths in public hygiene and domestic situations. Also, for use against spiders. Size: 3 kg.
- DEADLINE PYFOG**
A professional use liquid fogging formulation for the control of flying insects including flies, mosquitoes, moths and wasps in domestic and commercial areas. Size: 5 litres.

AVAILABLE FROM YOUR DISTRIBUTOR

Use it — depend on it

FIND OUT MORE

All three products contain Chrysanthemum cinerariaefolium extract and Piperonyl butoxide. Use bioicides safely. Always read the label and product information before use.

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Independent news for pest professionals

Smart Pest Systems

OUR TRAINING PROGRAMME IS BACK!

WHY STUDY WITH US?
• Qualified and experienced trainers
• A focus on real-life skills
• Intensive examination support
• Past papers
• Free prep

Dismate PE - a non-toxic, safe food moth control system based on mating disruption without using chemical pesticides

Dismate PE (Pedia Alpha) is a powerful non-toxic mating disruption system used to combat food moths in food processing and manufacturing facilities. It is a proven system with real life experience over 20 years in manufacturing facilities across Europe. By reducing the likelihood of successful mating, Dismate PE rapidly and substantially decreases the resident population of food moths such as plodia and ephestia species and prevents a subsequent population from becoming established. When applied as recommended, Dismate can permanently remove and prevent moth infestations in food processing and storage premises.

FIND OUT MORE

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t: 01323 831111 f: 01323 831112 e: info@pestmagazine.co.uk

Useful information

Database	3,238
Ave open rate	29.8%
Ave click through rate	2.4%
Price	
Solus Email	£810

Our weekly e-newsletter contains news, articles and press releases as well as two advertising opportunities – MPU adverts and sponsored news stories.

Both give headline information to the readers who can then access your site directly by clicking through to read more. We will feed stats back to you after they have been run.

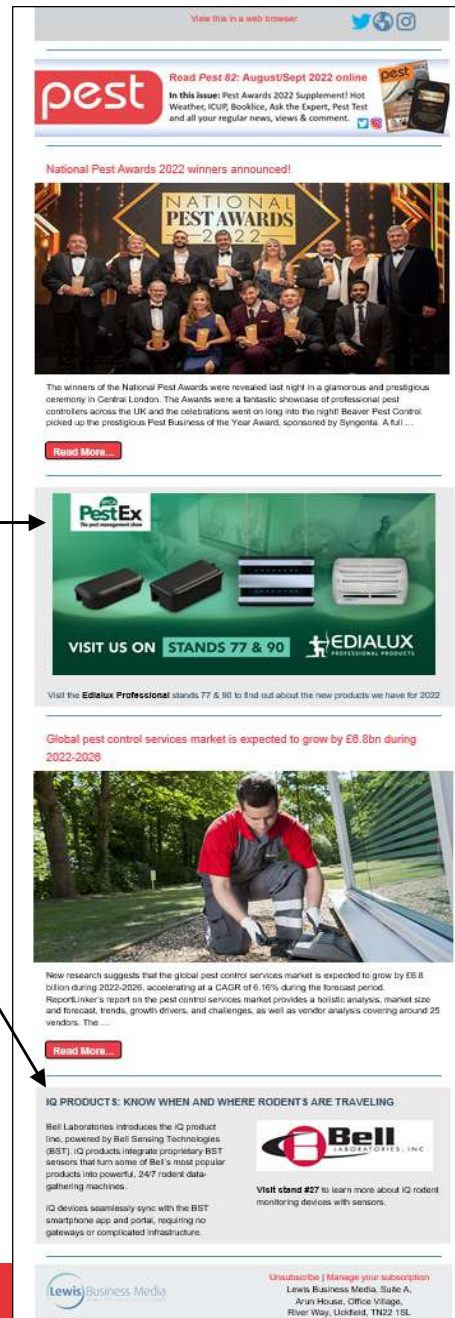
MPU requirements:

A jpg image with a link to a dedicated landing page, website or document. It *must* be 600px wide x 300px high.

Sponsored news story requirements:

You should provide a title, text, an image and a link. We'll put this together in the newsletter as a sponsored news story and send you a proof to check.

- **Title** – a bold headline.
- **Text** – around 70 to 100 words maximum.
- **Logo/image** - a single static GIF or JPEG image (300x250 px and max 150kb file size). Logos can be supplied on transparent background.
- **Link** – this should go to a dedicated landing page, website or document where readers can access further information.



Top line Information

Subscribers	4,122
Ave open rate	31.8%
Ave click rate	3.6%
Delivery	Wednesday

E-newsletter adverts

Price

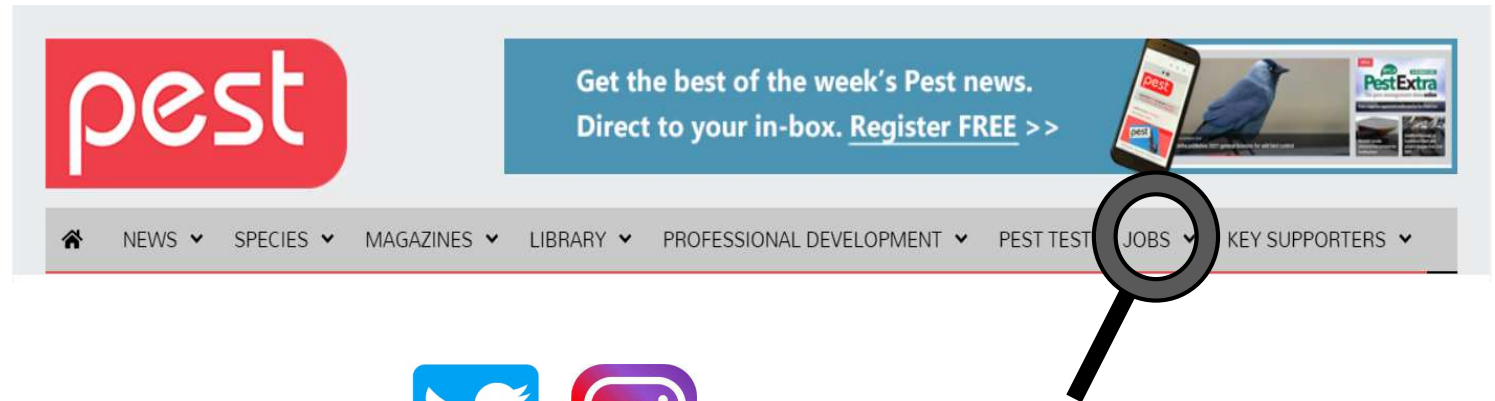
MPU*	£810/mo
Sponsored news story	£432/wk

* Adverts run for one calendar month

The **Pest Magazine** jobs portal is an ideal way to find the perfect candidate for your new role from the pest management world. Promoted online and on social media, you can be sure that your position is seen by hundreds of experienced pest professionals from within the industry.

Job Listing specification - what you get:

- Your job(s) listed on the *Pest* website for a month
- Jobs page promoted on our weekly e-newsletter
- Jobs promoted on the *Pest Magazine* social media channels



All you need to do is send your details to us and we'll manage your booking:

- Your **company name & logo** (logos should be 120 x 60px, and not more than 30kb)
- The full **job title**
- The **job type** (whether it is full time or part time)
- The job **location** (city or region)
- The job **salary** (this is optional)
- A full job **description** - this appears to the reader once they select the job
- An **application email/website link** which takes readers to the application site

Useful Information

Source: Google Analytics 2022

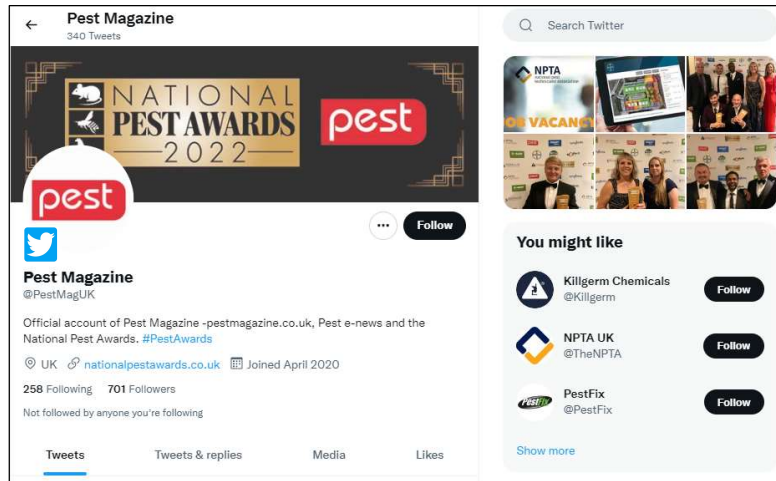
Website average monthly users	1,972
Website average month views	7,755
E-newsletter subscribers	4,122

Readership: c75% pest professionals, c15% local authorities & manufacturers/distributors, c10% researchers, consultants, facilities staff.

Job listing - prices

Adverts run for 1 month

Single job entry	£195
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Pest magazine is gaining more and more followers on our Instagram and Twitter social media channels.

Please follow us for the very latest news, comment and *Pest* magazine announcements while you're on the go.

We will have more opportunities with this as it grows.



@PestMagUK



@Pestmagazine

Platform	Followers*
Instagram	375
Twitter	716

*As of October 2023

We are proud to host the National Pest Awards.

These celebrate the excellent work being carried out by companies and individuals within the UK Pest industry.

National Pest Awards

Date: September 2023

Venue: London Hilton Bankside

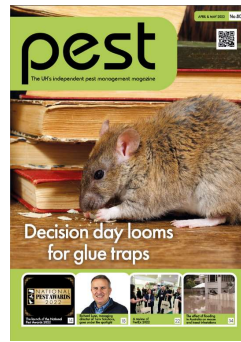
Ask us for more information on being part of these awards by becoming one of our sponsors.



IN ASSOCIATION WITH



Issue	Booking deadline	Copy deadline	Publication date	Features & Supplements
February/March	27 th January	3 rd February	15 th February	<i>PPC Live Preview</i>
April/May	31 st March	6 th April	19 th April	
June/July	2 nd June	9 th June	21 st June	
August/September	4 th August	11 th August	23 rd August	<i>National Pest Awards Supplement</i>
October/November	22 nd September	29 th September	11 th October	<i>National Pest Awards Review</i> <i>PestTech Preview</i>
December/January '24	24 th November	1 st December	13 th December	<i>Innovation Supplement</i> <i>Wallplanner</i>





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PoultryBusiness 

FarmBusiness
Business solutions for the modern farm

PIGWORLD
THE VOICE OF THE BRITISH PIG INDUSTRY

pest

**Agronomist &
Arable Farmer**

OvertheCounter

PETROLHEADS-UP

pbwnews

**RETAIL
DESTINATION**

SubPostmaster

**The
JobCrowd**

FarmContractor
& LARGE SCALE FARMER
The UK's leading agricultural machinery journal

1 In these Terms:-

“Advertisement” means any advertising materials supplied or entered by or on behalf of the Client in any format in the form intended for publication by LBM and shall include without limitation all advertisements, supplements, inserts, and ad banners; “Advertiser” means the Agency or the Client if a Booking is made by the Client direct; “Agency” means the person, firm, or company engaged by the Client to select and purchase advertising space on its behalf and includes its successors in title and assigns; “Booking” means all booking of advertisements; “Client” means the person, firm or company wishing to advertise products and/or services in the Publication or on the Website and includes its successor in title and assigns; “Code” means any user name, password or other identifier provided by LBM to Advertiser to enable Advertiser to enter Advertisements directly on to a Website; “Copy Deadline” means the date and time by which the Advertisement must be submitted to LBM as stated by LBM

“Directory” means a printed directory, guide, handbook or other publication issued annually by LBM; “Publication” means a magazine or any other printed publication not being a Directory issued by LBM; “Publication Date” means the date on which the Publication or Directory is made available for general circulation or when the Advertisement is made available to users on the Website; “LBM” means Lewis Business Media Ltd of Suite A, Arun House, Office Village, River Way, Uckfield, East Sussex TN22 1SL “Terms” means these Terms & Conditions; “Website” means a website owned or managed by LBM. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa.

2 Subject to cl. 3, any Booking made by Advertiser will be on these Terms. By making a Booking Advertiser accepts in full these Terms in respect of the Booking and in respect of any further Booking made by the Client and/or Agency. These Terms shall apply to all Bookings made by telephone, letter, facsimile, e-mail, through the internet or any other means.

3 These Terms are an invitation to treat and as such do not constitute a binding offer to enter into a contract. Any Booking made by Advertiser will upon receipt by Advertiser of LBM’s written acceptance of the Booking create a binding contract between LBM and Advertiser.

4 In no circumstance does the placing of any Booking convey the right to renew on similar terms.

5 An Agency will be jointly and severally liable with its Client for the Client’s liabilities under these Terms.

6 Advertiser shall deliver the Advertisement to arrive

at LBM by the Copy Deadline, in any format that conforms to LBM’s requirements as notified by LBM to Advertiser. LBM reserves the right to charge for production work and any other additional work that LBM may be required to undertake. LBM may in exceptional cases and at its own discretion accept Bookings and Advertisements after the Copy Deadline. Such acceptance shall not impose any obligation whatsoever on LBM to accept any other Booking or Advertisement after the Copy Deadline.

7 In the event of any Advertisement not being received by the Copy Deadline, LBM reserves the right to repeat the copy last used. In such event LBM shall not be responsible for making any changes in that copy, unless these are confirmed in writing and in time for the changes to be made. LBM reserves the right to charge for any additional expense involved in such changes.

8 LBM shall be entitled to amend, edit, withdraw, take down or otherwise deal with any Advertisement at its absolute discretion and without giving prior notice.

9 At LBM’s discretion payments may be subject to a deduction for advertising agency commission at the rate agreed between the Client and the Agency up to 10% of the relevant invoice. Save for such commission there shall be no deductions or withholdings whatsoever.

All sums shall be paid together with any VAT or other sales tax applicable.

10 Advertiser shall pay all invoices within 30 days of the date of the invoice. All sums shall be paid together with any VAT or other sales tax applicable.

11 Debt recovery costs and interest on overdue invoices shall accrue on any unpaid amounts from the date when payment becomes due to the maximum extent permitted by The Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debt Regulations 2002 as amended, extended, consolidated or replaced from time to time.

12 In the event of late payment, LBM reserves the right to waive any agreed discounts.

13 LBM shall be entitled to cancel any Booking without incurring any liability to Advertiser.

14 In the event that Advertiser wishes to cancel any Booking it shall notify LBM in writing.

15 Where Advertiser cancels a Booking LBM shall be entitled to compensation of 100% of the total value of the advertisement space of the cancelled Advertisement where notice of cancellation is received by LBM:

a) for a Directory less than two months;

b) for a recruitment Advertisement in a Publication

less than four full working days;

c) for any other Advertisement in a Publication less than six weeks;

d) for a Website less than one month before the Publication Date.

16 Subject to cl. 17 in the event that Advertiser terminates, cancels or fails to fulfil its obligations under a contract in which LBM and Advertiser have agreed a time period in which Advertiser shall book an agreed number of advertisements at rates notified by LBM, Advertiser loses the right to a series discount to which it may have been entitled. In such event, Advertiser shall pay to LBM a sum in respect of each of the advertisements placed, such sum representing the difference between the rate agreed under the said contract and the rate that is applicable for the number of advertisements actually placed, such rate to be notified by LBM to Advertiser.

17 LBM reserves the right to increase the advertisement rates as notified by LBM to Advertiser or to amend any terms agreed

between the parties as to space for the Advertisement. In such event Advertiser has the option of cancelling the Booking without incurring a cancellation fee.

18 Advertiser undertakes to keep any Code strictly confidential and to notify LBM immediately in the event that any Code becomes known to a third party.

19 Advertiser is solely responsible for any liability arising out of publication of the Advertisement including an Advertisement submitted using Code without Advertiser’s knowledge or control or relating to any material to which Website users can link though the Advertisement.

20 Advertiser represents and warrants to LBM that the Advertisement and any link comply with all advertising standards, applicable laws and other regulations; that it holds the necessary rights to permit the publication and use of the Advertisement by LBM for the purpose of these Terms; and that the use, reproduction, distribution or transmission of the Advertisement will not violate any applicable laws or any rights of any third parties, including, but not limited to, infringement of any copyright, patent, trade mark, trade secret, or other proprietary right, false advertising, unfair competition, defamation, obscenity, piracy, invasion of privacy or rights of celebrity, infringement of any discrimination law, securities law or regulation, or of any other right of any person or entity.

21 Advertiser agrees to indemnify LBM and hold it harmless from any and all liability, loss, damages,

claims or causes of action, including reasonable legal fees and expenses that may be incurred by LBM arising out of or related to a breach or any of these representations and warranties.

22 To the full extent permitted by law, LBM will not be liable for any loss or damage, whether direct or indirect, including consequential loss or any loss of profits or similar loss, in contract or tort or otherwise, relating to the Advertisement or any advertisement submitted using Advertiser’s Code without Advertiser’s knowledge or control or these Terms or any error in the Advertisement or lack of access to or availability of a Website or failure of the Advertisement to appear from any cause whatsoever. LBM will not be liable for any error in the published Advertisement nor its failure to appear at a specified time or in any specific position.

23 Advertiser grants to LBM the royalty-free right and licence to use, reproduce, publish, store, distribute and display the Advertisement worldwide in accordance with these Terms. No rights in the Advertisement shall transfer to LBM under these Terms.

24 Advertiser acknowledges and allows that data submitted by Advertiser in connection with a Booking may be used for the purposes of updating details of Advertiser on LBM’s databases and of compiling statistical information on Advertiser.

25 LBM reserves the right to destroy all material that has been in its (or its printers) custody for one year provided that Advertiser has not given instructions to the contrary. LBM may exercise his right under this clause without giving further notice to Advertiser.

26 LBM shall have the right to terminate any agreement between LBM and Advertiser to which these Terms apply by notice to Advertiser if Advertiser either:

a) fails to make any payment due to LBM by the due date and such failure continues for 15 days after the due date; or

b) is in breach of any warranty or fails to comply with any of its material obligations under any agreement between the parties or these Terms and in either case does not remedy the same (if capable of being remedied) within 30 days of receipt of notice in writing from LBM specifying the breach or failure and calling for the same to be remedied; or

c) compounds or makes arrangements with its creditors or becomes insolvent or if any order is made or resolution passed for its liquidation, winding up or dissolution or if a receiver or manager or administrative receiver or administrator is appointed

over the whole or a substantial part of its assets or of anything analogous to or having substantially similar effect of any such events shall occur under the laws of any applicable jurisdiction; or

d) is unable to perform any of its obligations in circumstances set out in cl.26 below for a continuous period of not less than 56 days.

27 Neither party shall be liable to the other in respect of any non-performance of its obligations by reason of any act of God, civil war or strife, act of foreign enemy, invasion, war, satellite failure, legal enactment, governmental order or regulation, industrial action, trade dispute, lock-out, riot or any other cause beyond their respective control provided always that in any such event the duration of the agreement between the parties shall be extended over which such event continues, but otherwise such event will not affect any obligation of Advertiser to purchase any number of advertising spots between Advertiser and LBM.

28 The rights and conditions set out in these Terms shall not be assigned by Advertiser without LBM’s prior written consent.

29 Any notice or other information to be given by either party under these Terms shall be made by first class prepaid mail, facsimile transmission to the address above or to an e-mail address supplied by LBM for the purpose for LBM, and to the address or electronic e-mail address supplied by Advertiser to LBM, and shall be deemed to have been communicated upon the date of actual delivery.

30 No waiver or any breach of any of these Terms shall be deemed to be a waiver of any other breach and no waiver shall be effective unless in writing.

31 No term or provision in these Terms shall be varied or modified unless agreed in writing and signed by the parties.

32 These Terms together with any other document incorporating these Terms shall constitute the entire agreement and understanding between the parties in relation to its subject matter. The parties acknowledge and agree that they have not relied on and shall have no right of action in respect of any representation, warranty or promise in relation to such subject matter unless expressly set out in this agreement save for such representation, warranty or promises made fraudulently.

33 These Terms or any agreement to which these Terms apply shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Court.