



Contract No. [REDACTED]

Opportunity No. [REDACTED]

Date Sent [REDACTED]

Account Director [REDACTED]

ADVERTISING ORDER CONFIRMATION

To: NHS Business Services Authority, Stella House, Goldcrest Way, Newburn Riverside, Newcastle Upon Tyne NE15 8NY (the "Client"),

Date: [REDACTED]

We have pleasure in confirming the details of your order for advertising placed by **email**. Please sign and return one copy of this form, together with your purchase order (if applicable).

PUBLICATION TITLE: You and Your Pregnancy/ Bounty Baby Guide

EDITION [REDACTED]

CLIENT: NHS Business Services Authority

PRODUCT/BRAND: NHSBSA

SPACE ORDERED [REDACTED]

POSITION AGREED:

PRESS COPY REQUIRED BY:

PUBLICATION DATE: [REDACTED]

TO BE INVOICED [REDACTED]

COPY TO BE SUPPLIED BY:

CONTACT NAME: [REDACTED]

TELEPHONE NO: [REDACTED]

FACSIMILE NO:

SPECIAL CONDITIONS(Where applicable) [REDACTED]

ACCOUNTING INFORMATION

SPACE ORDER NUMBER OR REFERENCE

INVOICE ADDRESS (if different from above)

VOUCHER COPY REQUIREMENTS

(include address if not already given)

This order is made and accepted in accordance with Bounty's Advertising Terms and Conditions set out below which have been read and understood.

IMPORTANT NOTICE: By signing and returning this form you will be entering into a legally binding agreement between the Client and Bounty on the terms set out above and in the Advertising Terms and Conditions attached.

ADVERTISING TERMS AND CONDITIONS

1. All Clients' advertisement copy is subject to the approval of Bounty Joy Limited ("Bounty"), who reserves the right to omit, cancel or decline any advertisement without stating reasons. For the avoidance of doubt, this clause shall apply to any advertisement copy varied during the term.
2. The Client shall ensure that all advertisement copy complies with Bounty's Best Practice Commitment guidelines as available on the Bounty Website http://content.bounty.com/pdf/BP_guidelines_2019.pdf (and as amended from time to time).
3. The Client shall not be permitted to advertise online photographic services and printing, or financial services products.
4. The Client shall ensure that any websites referred to in the advertisement do not breach any of the conditions of clauses 2 and 3 above. The Client shall immediately remove any links or images that in the absolute discretion of Bounty do not comply with its Best Practice commitment.
5. Bounty will use reasonable endeavours to ensure that advertisements appear as detailed in the Advertising Order Confirmation. Bounty's liability for each advertisement or series of advertisements shall in no circumstances exceed the amount of the advertising rates actually paid by the Client to Bounty. Bounty shall not be liable for any indirect, consequential, or special loss or damage, or any loss of profits (whether direct or indirect) or loss of business or otherwise howsoever arising.
6. The acceptance of an order by Bounty does not confer the right to renew on similar terms.
7. The Client will indemnify Bounty and printers of the publication against any claim for losses, damages, costs or other charges arising as a result of or in connection with the publication of the advertisement.
8. Supply of copy will constitute a binding contract in accordance with these terms and conditions.
9. No advertisement may be cancelled or changed once the Advertising Order has been confirmed. If copy is not provided the space will be charged to the Client as if the advertisement had appeared.
10. No responsibility will be accepted for loss of copy or artwork, and copy supplied on disc is non-returnable.
11. The Client shall comply with all applicable legislation and industry codes of practice, and shall not infringe the Intellectual Property Rights or proprietary rights of any third party; and copy shall not be defamatory, libellous, obscene or otherwise offensive.
12. The Client is solely responsible for obtaining all necessary rights and consents to any intellectual property rights (including without limitation copyright, trademarks and designs) of third parties used in connection with an advertisement.
13. The Client consents to the advertisements being published in Ceros Digital Edition format (if applicable).
14. Each Party undertakes to the other that during the term of this Advertising Order Confirmation and thereafter it will: (i) keep secret; (ii) not without the prior written consent of the other party disclose to any third party; and (iii) not use for any purpose other than under this Advertising Order Confirmation; any confidential information relating to the business or affairs of such other party learned by the recipient party or disclosed to the recipient party pursuant to or otherwise in connection with this Advertising Order Confirmation ("Confidential Information"), except insofar as any such Confidential Information (otherwise than by breach of this Advertising Order Confirmation): (i) is already in the public domain; (ii) subsequently comes lawfully into the possession of the recipient party from a third party without the imposition of any duty of confidentiality by such third party; or (iii) is required by law, regulation or any regulatory authority to be disclosed. The obligations of confidentiality imposed in this clause 14 shall survive the termination or expiry of this Advertising Order Confirmation.
15. The Client undertakes not to use the Bounty name or make reference to Bounty in any of its marketing or promotional materials or on its website without the prior written consent of Bounty, save for within any approved advertising which is the subject of this Advertising Order Confirmation.
16. The Parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
17. These terms and conditions constitute the entire agreement between the Parties and shall take precedence over the Client's purchase order terms and conditions.
18. These terms and conditions are governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

PAYMENT TERMS

1. Payment of the fees set out in the Advertising Order Confirmation will be payable within 14 days of invoice date. Bounty will not accept the lack of an order number as a valid reason for non payment.
2. If the Client is registered as VAT exempt the Client shall provide Bounty with a VAT Exemption Certificate prior to the Publication Date. If the Client fails to provide Bounty with a VAT Exemption Certificate invoice(s) shall be raised inclusive of VAT and shall be payable in accordance the Payment Terms.
3. If the Client fails to make payment of the fees by the due date Bounty shall be entitled to charge interest on the amount outstanding at the rate of 2.5% per annum above HSBC Bank plc base rate for the time being from the due date until the date on which payment is received by Bounty.
4. Any exceptional work required on advertising material will be charged at cost.
5. VAT is not included in the quoted rates and will be charged at the prevailing rate at the time of invoice.