



Irish Food Publishers (IFP Media) Terms and Conditions of Trade

1. DEFINITIONS

- 1.1 "IFP Media" shall mean its successors and assigns or any person acting on behalf of and with the authority of IFP Media.
- 1.2 "Client" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall mean any person acting on behalf of and with the authority of such person or entity.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Services/Goods" shall mean Services/Goods supplied by IFP Media to the Client (and where the context so permits shall include any supply of Services/Goods as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by IFP Media to the Client.
- 1.5 "Services/Goods" shall mean all Services/Goods supplied by IFP Media to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Services/Goods as defined above).
- 1.6 "Price" shall mean the cost of the Services/Goods as agreed between IFP Media and the Client subject to clause 3 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by IFP Media from the Client for the supply of Services/Goods and/or the Client's acceptance of Services/Goods supplied by IFP Media shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients and or directors shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be amended with the written consent of IFP Media.
- 2.4 The Client undertakes to give IFP Media at least fourteen (14) days notice of any change in the Client's name, address and/or any other change in the Client's details.
- 2.5 Any person/s booking advertisements are deemed to be representative of the Client and authorised to book advertisement unless specified by the Client. Should the person booking the advertisement be no longer an employee of the Client as payment falls due, full liability for payment in full, and within the payment terms of IFP Media shall be the responsibility of the Client.

3. PRICE AND PAYMENT

- 3.1 At IFP Media's sole discretion the Price shall be as indicated on invoices provided by IFP Media to the Client in respect of Services/Goods supplied; or
- 3.2 At IFP Media's sole discretion a deposit may be required.
- 3.3 Time for payment for the Services/Goods shall be 30 days following the date of the invoice.
- 3.4 IFP Media may use external collection agents to collect out standing invoices.
- 3.5 Payment will be made by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and IFP Media.
- 3.6 VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

- 3.7 The Client shall be liable to repay the amount with all expenses if the cheque is returned unpaid by the Client's bank.

4. DELIVERY OF SERVICES/GOODS

- 4.1 At IFP Media's sole discretion delivery of the Services/Goods shall take place when;
 - (a) The Client takes possession of the Services/Goods at IFP Media's address; or
 - (b) The Client takes possession of the Services/Goods at the Client's address (in the event that the Services/Goods are delivered by IFP Media or IFP Media's nominated carrier); or
 - (c) The Client's nominated carrier takes possession of the Services/Goods in which event the carrier shall be deemed to be the Client's agent.
- 4.2 At IFP Media's sole discretion the costs of delivery are included in the Price.
- 4.3 The Client shall make all arrangements necessary to take delivery of the Services/Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Services/Goods as arranged then IFP Media shall be entitled to charge a reasonable fee for redelivery.
- 4.4 Delivery of the Services/Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.
- 4.5 IFP Media may deliver the Services/Goods by separate Installments. Each separate installment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.6 The Client shall take delivery of the Services/Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that;
 - (a) Such discrepancy in quantity shall not exceed 5%, and
 - (b) The Price shall be adjusted pro rata to the discrepancy.
- 4.7 Services/Goods will be delivered to the curbside adjacent to the delivery site. If at the Client's request, the delivery vehicle leaves the road and enters the delivery site to unload the Client is responsible for providing suitable and safe access for IFP Media's delivery vehicle and agrees to indemnify IFP Media and its agents for all damage and injury to any person and to any public or private property, which may result, including any costs associated with enabling the delivery vehicle to leave the site.
- 4.8 The failure of IFP Media to deliver shall not entitle either party to treat this contract as repudiated.
- 4.9 IFP Media shall not be liable for any loss or damage whatever due to failure by IFP Media to deliver the Services/Goods (or any of them) promptly or at all.

5. TITLE

- 5.1 It is the intention of IFP Media and agreed by the Client that ownership of the Services/Goods shall not pass until:
 - (a) The Client has paid all amounts owing for the particular Services/Goods, and
 - (b) The Client has met all other obligations due by the Client to IFP Media in respect of all contracts between IFP Media and the Client.
- 5.2 Receipt by IFP Media of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then IFP Media's ownership or rights in respect of the Services/Goods shall continue.
- 5.3 It is further agreed that:
 - (a) Where practicable the Services/Goods shall be kept separate and

- Identifiable until IFP Media shall have received payment and all other obligations of the Client are met; and
- (b) Until such time as ownership of the Services/Goods shall pass from IFP Media to the Client, IFP Media may give notice in writing to the Client to return the Services/Goods, or any of them, to IFP Media. Upon such notice the rights of the Client to obtain ownership or any other interest in the Services/Goods shall cease; and
 - (c) IFP Media shall have the right of stopping the Services/Goods in transit whether or not delivery has been made; and
 - (d) The Client is only a bailee of the Services/Goods and until such time as IFP Media has received payment in full for the Services/Goods then the Client shall hold any proceeds from the sale or disposal of the Services/Goods on trust for IFP Media; and
 - (e) The Client shall not deal with the money of IFP Media in any way which may be adverse to IFP Media; and
 - (f) The Client shall not charge the Services/Goods in any way nor grant nor otherwise give any interest in the Services/Goods while they remain the property of IFP Media; and
 - (g) IFP Media can issue proceedings to recover the Price of the Services/Goods sold notwithstanding that ownership of the Services/Goods may not have passed to the Client; and
 - (h) Until such time that ownership in the Services/Goods passes to the Client, if the Services/Goods are converted into other products, the parties agree that IFP Media will be the owner of the end products.

6. CLIENT'S DISCLAIMER

- 6.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to the Client by IFP Media and the Client acknowledges that the Services/Goods are bought relying solely upon the Client's skill and judgment.

7. DEFECTS

- 7.1 The Client shall inspect the Services/Goods and Invoices on delivery and shall within fourteen (14) days notify IFP Media of any alleged defect, shortage in quantity, damage or failure to comply with the description, price or quote. The Client shall afford IFP Media an opportunity to inspect the Services/Goods within a reasonable time following delivery if the Client believes the Services/Goods are defective in any way. If the Client shall fail to comply with these provisions the Services/Goods shall be presumed to be free from any defect or damage. For defective Services/Goods, which IFP Media has agreed in writing that the Client is entitled to reject, IFP Media's liability is limited to either (at IFP Media's discretion) replacing the Services/Goods or repairing the Services/Goods.

8. PROOF OF ADVERTISEMENT

- 8.1 It is the sole responsibility of the Client to proof read the advertisement before final sign off is given to the advertising manager or our production department. The Client must proof read under the following headings.
- 8.2 Spelling - Contact details- Colour -The size of the advertisement- The advertisement content.

9. SALE OF GOODS ACT 1893 AND SALE OF GOODS AND SUPPLY OF SERVICES/GOODS ACT 1980

- 9.1 This agreement is subject to the provisions of the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services/Goods Act 1980 in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).
- 9.2 Notwithstanding clause 11.1, nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Sale of Goods Act 1893 (in particular sections 12-15), or the Sale of Goods and Supply of Services/Goods Act 1980, or any laws or legislation governing the rights of consumers, except to the extent permitted by those Acts laws or legislation.
- 9.3 In particular, where the Customer buys Goods as a consumer the provisions of Clauses 8, 9 and 10 above shall be subject to any laws or legislation governing the rights of consumers.

10. DEFAULT & CONSEQUENCES OF DEFAULT

- 10.1 Interest on overdue invoices shall accrue, from the date when payment becomes due, daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
- 10.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify IFP Media from and against all costs and disbursements incurred by IFP Media in pursuing the debt, including legal costs on a solicitor and own Client basis and IFP Media's collection agency costs.
- 10.3 Without prejudice to any other remedies IFP Media may have, if at any time the Client is in breach of any obligation (including those relating to payment); IFP Media may suspend or terminate the supply of Services/Goods to the Client and any of its other obligations under the terms and conditions. IFP Media will not be liable to the Client for any loss or damage the Client suffers because IFP Media exercised its rights under this clause.
- 10.4 If any account remains overdue after thirty (30) days then an amount of the greater of €20.00 or 10.00% of the amount overdue (up to a maximum of €200) shall be levied for administration fees which sum shall become immediately due and payable.
- 10.5 Without prejudice to IFP Media's other remedies at law, IFP Media shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies and all amounts owing to IFP Media shall, whether or not due for payment, become immediately payable in the event that.
 - 10.5.1.1 any money payable to IFP Media becomes overdue, or in IFP Media's opinion the Client will be unable to meet its payments as they fall due; or
 - 10.5.1.2 the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - 10.5.1.3 A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

11. SECURITY AND CHARGE

- 11.1 Despite anything to the contrary contained herein or any other rights which IFP Media may have howsoever:
 - 11.1.1.1 Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to IFP Media or IFP Media's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that IFP Media (or IFP Media's nominee) shall be entitled to lodge, where appropriate, a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
 - 11.1.1.2 Should IFP Media elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify IFP Media from and against all IFP Media's costs and disbursements including legal costs on a solicitor and own Client basis.
 - 11.1.1.3 The Client and/or the Guarantor (if any) agree to irrevocably nominate, constitute, and appoint IFP Media or IFP Media's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 13.1.

12. CANCELLATION

- 12.1 IFP Media may cancel these terms and conditions or cancel delivery of Services/Goods at any time before the Services/Goods are delivered by giving written notice. On giving such notice

IFP Media shall repay to the Client any sums paid in respect of the Price. IFP Media shall not be liable for any loss or damage whatever arising from such cancellation.

- 12.2 In the event that the Client cancels advertising, IFP Media must be notified in writing fourteen (14) days before publication print deadline. If no notification is made to IFP Media within this period, a cancellation fee at the rate of 50% shall be applied to this advertising commission.

13 DATA PROTECTION ACT 1988 & DATA PROTECTION ACT 2003

- 13.1 The Client and the Guarantor/s (if separate to the Client) authorises IFP Media to:
- 13.1.1.1 collect, retain and use any information about the Client for the purpose of assessing the Client's creditworthiness or marketing products and Services/Goods to the Client; and to disclose information about the Client, whether collected by IFP Media from the Client directly or obtained by IFP Media from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or of listing (whether before or after judgment) a default by the Client on publicly accessible credit reporting databases.
- 13.1.1.2
- 13.2 Where the Client is an individual the authorities under (clause 15.1) are authorities or consents for the purposes of the Data Protection Act 1988 & Data Protection Act 2003.
- 13.3 The Client shall have the right to request IFP Media for a copy of the information about the Client retained by IFP Media and the right to request IFP Media to correct any incorrect information about the Client held by IFP Media.

14 ADVERTISEMENT QUALITY

- 14.1 Colour adverts will vary depending on the paper material, machine and position of advertisement in relation to other content within a publication when in production. Due to a combination of some or all of the above factors a contract colour proof is required for any advertisement in advance of the scheduled print date in order to best ensure an accurate colour representation of the advert. IFP Media cannot be held responsible for the colour variation of adverts. In cases where the Client provides their own advertisement, this advertisement must be sent to IFP Media in high-resolution format.
- 14.2 IFP Media shall endeavour (without guarantee) to provide a specifically requested advert position provided this request is agreed in advance and is made in writing to the sales representative.

15 GENERAL

- 15.1 Each clause of this contract is severable and distinct from the others. If any provision of these terms and conditions is or becomes invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions, and any contract to which they apply, shall be governed by the laws of Ireland and are subject to the jurisdiction of the courts of Ireland.
- 15.3 IFP Media shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by IFP Media of these terms and conditions.
- 15.4 In the event of any breach of this contract by IFP Media, the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of IFP Media exceed the Price of the Services/Goods. The Client shall be responsible for and shall indemnify IFP Media harmless against any liability, claim or proceeding and any damages, losses, costs and expenses for which IFP Media may become liable which are caused by or result from a statement made or an advertisement placed by the Client.
- 15.5 The Editorial team and Publisher of IFP Media retain the right to omit, include or sign-off all editorial content, images and any associated material with any article contained in any publication produced by IFP Media without sign-off from the Client.
- 15.6 IFP Media reserve the right not to use editorial supplied where the

content or subject is not considered appropriate by the editor and must comply with the Irish code of advertising practice. IFP Media will give the Client the opportunity to submit alternative material. This alternative must be submitted within production deadlines.

- 15.7 Publication deadlines discussed at the time of sale are to be used as a guide. Deadlines may be subject to change. IFP Media may not be held responsible for changes in publication dates. In cases where a Client is submitting editorial material as well as an advertisement, the Client may not deduct amounts from the price of the advertisement, should the publication's Editor or Publisher deem the editorial unsuitable.
- 15.8 The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by IFP Media.
- 15.9 IFP Media may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 15.10 IFP Media reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which IFP Media notifies the Client of such change. Except where IFP Media supplies further Services/Goods to the Client and the Client accepts such Services/Goods, the Client shall be under no obligation to accept such changes.
- 15.11 All Promotions and Competitions are covered in 6.1. The final say in the case of competitions will be with IFP Media
- 15.12 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
