

Circulation

Circa 30,000

Specifications

Max file size 200kb

Format

Rate

£1,595.00

IBA e-News

IBA e-News is the Association's e-bulletin, sent out to IBA members on a monthly basis. It contains up-to-date news stories from across the organisation, highlighting IBA initiatives and activities.



To advertise on e-News, contact

andrew. websterdunn@ int-bar.org

Application and contract for advertising



IBA e-News

To place an advertisement in IBA e-News, please tick the appropriate box and then enter your invoicing details below.

Publication month	January February March	May June July	September October November	
	April	August	December	
Advertiser's name:				
Invoicing address:				
City:			Postcode:	
Contact:				
Email address:				
lf your invoicing VAT number belo		Scotland, Wales, Nort	nern Ireland or EU Member state pleas	e enter your
VAT number:		Purcha	ase order number:	
Andrew Webster		webster-dunn@int-bar.or	g.	

Head of Advertising and Sponsorship International Bar Association 5 Chancery Lane, London WC2A 1LG Tel: +44 (0)20 7842 0090 Email: andrew.webster-dunn@int-bar.org www.ibanet.org

By signing and returning this form you agree to the terms and conditions laid out on the final page of this document. The IBA reserves the right to reject or terminate this application and contract for advertising at its sole discretion.

Terms and Conditions – e-News adverts 2022

- These terms and conditions (the "Conditions") apply to all Advertisements submitted to the International Bar Association (IBA) for publication on the website at http://www.ibanet.org.
- 2 The placing with the IBA of a booking for the insertion of an advertisement ("Advertisement") in IBA E-News will amount to acceptance of these Conditions by the party placing the booking ("Buyer"). Any other conditions stipulated by the Buyer shall be void to the extent they are inconsistent with the Conditions. In these Conditions the "Advertiser" means the legal person either advertising the products or services promoted in the Advertisement or making the announcement contained in it.
- 3 The Buyer contracts with the IBA as principal. If the Buyer is acting as the advertising agency or media buyer for the Advertiser or in some other representative capacity, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with the IBA and will indemnify the IBA against any claim made by the Advertiser against the IBA arising from its publication.
- 4 The submission of an insertion order for an advertisement is an offer to contract not merely a reservation of space and can be rejected at any time by the IBA up to the time of actual publication on IBA E-News. The IBA accepts an Advertisement for publication only by publishing the Advertisement on the Website and in no other manner. Prior to publication, no Advertisement has been accepted for publication and all Advertisements are subject to rejection at any time. An insertion order that has been submitted to the IBA can only be withdrawn, cancelled or changed if at least 30 days' prior written notice is given to the IBA.
- 5 Cancellations of bookings for advertisements cannot be accepted within six weeks of the booking commencement dates. All adverts cancelled within the six week period will be liable to pay the full amount due for the period of the booking.
- 6 All payments for an advertisement are payable within thirty days of the date of invoice. If payments are not made in a timely manner, the IBA may terminate this agreement immediately and decline all future advertisements booked for IBA E-News. A 1.5% per month handling charge will be applied to all delinquent accounts outstanding after 30 days and any legal costs incurred in the collection of payment will be borne by the Buyer.
- 7 The Buyer must pay for the advertisement irrespective of whether the Buyer has been paid by the Advertiser in respect thereof.
- 8 The IBA reserves the right to require that a pre-payment, bank guarantee, or other collateral security is furnished as a condition of accepting any booking.
- 9 It is the responsibility of the Buyer to ensure that every Advertisement conforms to all advertising standards, applicable laws and other regulations and does not contravene any third party's rights. Publication of the Advertisement on the IBA E-News does not constitute acceptance by the IBA that the Advertisement does so conform and the IBA has a continuing right to require the Buyer to change or modify the Advertisement to the extent it deems necessary to conform to such requirements. the IBA reserves the right to withdraw the Advertisement at any time without liability to any person if it considers in its absolute discretion that the Advertisement or any material to which users can link through the Advertisement fails to conform to the above requirements or is inappropriate for or unsuited to the editorial policies of the IBA.
- 10 To the full extent permitted by law, the IBA 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 this agreement or any error in the Advertisement or any failure of the Advertisement to appear on the IBA E-News from any cause whatsoever.
- 11 The Buyer will be responsible for all charges, costs and expenses relating to the publication of the Advertisement on IBA E-News, including production costs and the cost of any changes or modifications, throughout the whole period the IBA has agreed to publish the Advertisement on the IBA E-News. The Buyer will

remain liable for all agreed charges throughout any time during which the Advertisement is withdrawn from publication. Agreed charges are exclusive of any applicable sales tax, value added tax or other tax or duty, which may be imposed by any relevant taxation authority and are payable by the Buyer. The Buyer will be responsible for the insurance of any artwork and other material delivered to the IBA and the IBA cannot be responsible for any loss or damage. The IBA reserves the right to charge the Buyer for all costs and expenses incurred in changing or modifying any Advertisement that does not conform in every respect to the technical specifications for IBA E-News (which can be supplied on request) or which contravenes (in the opinion of the IBA) any of the requirements set out in these Conditions or is inappropriate for or unsuited to the editorial policies of the IBA.

- 12 The Buyer is solely responsible for any liability arising out of publication of the Advertisement or relating to any material to which users can link though the Advertisement.
- 13 The Buyer warrants that the Advertisement complies with all national and international legal and regulatory requirements and codes of practice (whether voluntary or obligatory), in all jurisdictions in which the Advertisement will appear. Without limiting the generality of the foregoing, the Buyer also warrants that the Advertisement: does not contain any libelous, inaccurate, misleading or false material; does not unfairly prejudice the legitimate interests of any third party or infringe or violate any copyright, trade mark or other personal or proprietary right of any person or render the IBA liable to any proceedings whatsoever.
- 14 The Buyer shall indemnify the IBA fully and hold it harmless against any and all losses, claims, damages, costs (including legal costs) or liabilities which the IBA may incur as a result of (i) the IBA's publication of the Advertisement and (ii) without prejudice to the generality of the foregoing, any breach or alleged breach of any of the warranties set out in Section 11 above.
- 15 The Buyer may not assign or transfer this agreement, in whole or in part, without the IBA's prior written consent. Any attempt to assign this agreement without such consent will be null and void.
- 16 Should the Advertisement be rejected for some reason prior to publication on the Website, the Buyer will be refunded the full value of the payment made. It is possible that the credit card company may pass on a minor charge due to differing currency rates between the time the charge was made and the time the refund was made. The Buyer agrees to accept this charge.
- 17 The Buyer shall pay all taxes related to the Advertisement.
- 18 The IBA reserves the right to adjust the rates, terms and conditions of all bookings already made, by giving 50 days' notice of amendments.
- 19 This agreement will be governed by and construed in accordance with the laws of England and for the IBA's benefit the English courts shall have non-exclusive jurisdiction in respect of any dispute arising.
- 20 This agreement is the complete and exclusive agreement between the parties relating to its subject matter, superseding and replacing all prior agreements, communications, and understandings (both written and oral), provided that all pricing will be governed by the IBA's rate card, whether printed on paper or electronically. Terms and conditions on any insertion order or booking form supplied by the Advertiser will not be accepted as part of this agreement. This agreement may only be modified, or any rights under it waived, by a written document signed by both parties.

In view of the global nature of the IBA's coverage we ask all advertisers to be sensitive to the world's various cultures.