



# SHOPS Agreement with Advertiser

Advertiser's undertaking with SHOPS

**ADVERTISERS NAME** \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: www. \_\_\_\_\_

**ADVERTISING AGENCY— (IF APPLICABLE)** \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

**DATA PROTECTION STATEMENT:** We acknowledge that SHOPS will process by computer or otherwise information (including personal data) obtained from this application form and from any other agreement that we make with SHOPS. We also acknowledge that SHOPS will obtain and process personal data about us from any suppliers, advertising agencies or other referees named on this form. We consent to SHOPS using our personal data for the following purposes:

- a) to share it with the publishers of national newspapers ("National Newspapers") in membership of SHOPS ("Associated Members");
- b) to enable SHOPS staff to manage our relationship with SHOPS;
- c) to consult with or register information about us with a licensed credit reference agency;
- d) to carry out market research and statistical analysis and to bring to our attention information about SHOPS services that might be of interest to us.

We understand that we have the right to ask for a copy of our personal data in return for payment of a small fee and to require SHOPS to correct any inaccuracies in our personal data.

We enclose the sum of £  payable for home shopping advertising in the year commencing on our date of membership approval (the "Fund Year" in any year) and upon renewal for any succeeding Fund Year in which we decide to advertise we agree to pay SHOPS such sum as SHOPS in its absolute discretion shall require for the purposes set out in clauses 15.1, 15.2 & 15.3 overleaf. We also agree to pay to SHOPS any further fees payable in accordance with the scale of fees for the Fund Year in the event that the permitted advertising expenditure paid for is exceeded.

In the event of any advertisement being inserted by us, or by our advertising agency in a national newspaper published by an Associate Member which is covered by the SHOPS Scheme ("the National Newspaper") we undertake on behalf of ourselves, our personal representatives, successors or assignees or any transferees of our business as set out overleaf:-

Signature \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Position\* of Signatory \_\_\_\_\_  
(Please Print in Name & Position in Block Capitals)

(\*state whether proprietor or partner, or in the case of a Limited Company, the capacity of the signatory who must be duly authorised to sign on behalf of that company.)

For and on behalf of \_\_\_\_\_

(Name of firm or company)

Witness \_\_\_\_\_

Name of Witness \_\_\_\_\_

Date:            /            /

Capacity \_\_\_\_\_

1. Upon our submission of Form 1 to SHOPS and subsequently as required by SHOPS we shall separately supply to SHOPS (in the manner set out in Form 1) details of the goods we may, from time to time, wish to advertise in national newspapers published by Associate Members of SHOPS. This undertaking and Form 1 shall relate and apply to all such goods. SHOPS shall have the absolute right at its sole discretion to require us to provide further information in respect of any particular goods.

2. We agree to abide by arrangements acceptable to SHOPS regarding the location of stocks and goods.

3. We agree that buyers' money shall be directed to an address in the UK (or as otherwise acceptable to SHOPS) and to make arrangements acceptable to SHOPS to facilitate this.

4. We shall, if requested, make available for inspection by SHOPS, samples of the goods to be advertised to be selected by SHOPS at random if it so desires and we warrant that all such goods supplied shall be in accordance with these samples. In the event of any subsequent modification of such goods we shall supply samples to SHOPS of the goods as so modified and permit it to select samples if it so wishes. If in the judgement of SHOPS, the goods supplied at any time do not accord with the samples inspected, SHOPS shall have the absolute right at its sole discretion to require us to cease sending any such goods to the buyers and to refund monies paid for such goods to the buyers forthwith.

5. We shall, if requested, provide SHOPS with a report from an independent products testing house acceptable to SHOPS in regard to the description of and claim for any product we may wish to advertise, both as to the product itself and any subsequent modification thereof. Any cost incurred in such testing of the products and the provision of reports shall be borne entirely by ourselves.

6. We warrant that we shall have in our possession or subject to our control at the date of advertising, sufficient stock of any product to be advertised, to meet the demand reasonably to be anticipated as a result of the advertising campaign proposed and shall prior to any extension of the advertising campaign, obtain similarly sufficient additional stocks. We shall provide our estimates of such anticipated demands to SHOPS if requested.

7. Our name shall be prominently displayed at premises to which the address given in our advertisement relates. We shall ensure that adequate arrangements exist at that address for enquiries to be handled during normal business hours by a responsible person and that samples of the goods advertised are available there for public inspection. We shall maintain responsible staff at such premises.

8. We shall advise SHOPS (if requested to do so) of the volume of advertising to be placed in other media, for any Home Shopping products which we propose to advertise in National Newspapers.

9. If requested by SHOPS, or at the request of SHOPS any advertising agency for the time being appointed by us to handle our advertising campaigns, we shall at all times provide information regarding the following:

9.1 our methods of conducting business;

9.2 stocks held and ordered from our suppliers, including details of repayments for such stocks;

9.3 our ability to carry out any of our obligations under this undertaking.

10. We shall at all times allow representatives of SHOPS, or at the request of SHOPS any advertising agency for the time being appointed by us to handle our advertising campaigns, to inspect our premises, stocks, business books papers as may be necessary to obtain or confirm any information given or required under this agreement.

11. We agree that the particulars set out in SHOPS Form 1 shall be the basis of this undertaking and we shall forthwith notify SHOPS of any alterations in those particulars or of any failure or inability to meet the requirements of this undertaking. We also agree to provide such guarantees, indemnities and further undertakings and abide by such conditions and further conditions as may be required of us by SHOPS and to supply SHOPS with such further information as it shall require at any time.

12. We warrant that all goods to be dispatched by us, or on our behalf, shall conform to all relevant British and EU standards and legislation, particularly those relating to safety of consumer goods.

13. We further undertake (if approved) to employ the SHOPS logo in all our advertising copy providing that it will only be used in advertisements (including inserts and catalogues) in National Newspapers which seek "payment in advance of goods being received". The logo may not be employed in our sales literature nor headed notepaper nor any other publication; nor if our application is deferred or rejected or if we are suspended from the Scheme. We acknowledge that the ownership of the logo is vested in SHOPS and is used only by permission. Any misuse of the SHOPS logo is a criminal offence for which we understand SHOPS shall not hesitate to prosecute. This acknowledgement shall be deemed to be repeated in every application for renewal of membership.

14. If so requested by SHOPS or the National Newspaper we undertake to provide all information regarding the company's or firm's financial position, audited if so specified.

15. We agree that both the sum enclosed herewith and further sums paid by us in future to SHOPS shall be paid into the Central Fund of SHOPS which shall be used by SHOPS for the following purposes:-

15.1 Paying its administration expenses, legal expenses, accountancy expenses and all other expenses incurred in connection with its supervision of home shopping advertising and operation of the Central Fund.

15.2 Reimbursing itself or any National Newspaper for any sum paid by it to any of its readers who, having forwarded money to a home shopping advertiser in response to a "payment with order" advertisement (as defined in clause 25) in that National Newspaper fails to receive, within 30 days of forwarding the money, either the goods advertised or a full refund because of a Specified Event (as defined below). For the purpose of this clause SHOPS shall be entitled to accept a statement by a National Newspaper, signed by one of its directors, that it has paid to its readers or any of them the sum or sums specified in such statement in the circumstances specified in this clause.

And for the purposes of this clause "Specified Event" shall mean:

15.2.1 the home shopping advertiser (being a company or limited liability partnership) entering into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purposes of amalgamation or reconstruction) or suffering the appointment of an administrator, administrative receiver or a receiver or entering into a composition or an Arrangement with its creditors; or

15.2.2 the home shopping advertiser (being an individual or being more than one individual then any one of them) becoming bankrupt or entering into a composition or an arrangement with his creditors; or

15.2.3 ceasing to trade.

15.3 Any claim for reimbursement of further fees paid by us in respect of permitted advertising must be made to SHOPS within 12 months of the end of the Fund Year in question.

16. The receipt of any order for goods together with the payment therefore will be acknowledged promptly in accordance with the British Codes of Advertising and Sales Promotion and other related codes and all relevant statutes, regulations and orders for the time being in force.

17. We shall fulfil all orders placed as a result of advertisements which seek payment in advance of goods being received, immediately on receipt, or within 30 days, or as otherwise agreed with SHOPS.

18. We shall immediately refund all money sent to us in respect of goods ordered as a result of an advertisement, if so requested by the person sending the order, if the goods have not been despatched to him prior to receipt of a request for refund of money.

19. In the event of any persons being dissatisfied with any goods supplied as a result of any advertisement covered by this undertaking, and re-despatching the goods to us within 7 working days, we shall forthwith release such person from all liability and refund any money paid in respect of such goods INCLUDING THE COST OF ANY CARRIAGE AND POSTAL CHARGES, and we further undertake not to issue credit vouchers as a substitute.

20. If we shall fail to refund any money in accordance with our above undertakings, SHOPS shall be entitled to refund the same and to recover from us on demand all money so refunded.

21. We shall notify SHOPS forthwith of any alteration in the particulars set out in the form of application including change of directors/partners etc.

22. We agree to be bound by the terms of this undertaking and agree that in the event of any breach on our part SHOPS may forthwith recommend Associate Members to refuse to accept any more advertising from us or on our behalf. This is to be without prejudice to the rights of any person who may have purchased goods from us as a result of "payment with order" advertisements.

23. We undertake to abide by the Rules of SHOPS; and acknowledge we have received; read and understand them. We also undertake only to use the SHOPS logo in accordance with conditions laid down by SHOPS, and indemnify SHOPS on a full indemnity basis at all times in respect of any breach of such undertaking.

24. We agree that this contract shall be governed by and construed in accordance with English law and submit to the non-exclusive jurisdiction of the English courts.

25. DEFINITION OF PAYMENT WITH ORDER ADVERTISING AND CATEGORY OF ADVERTISING COVERED.

For the purposes of the SHOPS Scheme "payment with order" advertising is defined as advertisements (including inserts and catalogues) where payment is made in advance of goods being received in direct response to the advertisement.

The SHOPS Scheme protects goods bought only through the National Newspapers and not through direct mail solicitation or any other Medium.