

SHOPS Agreement with Advertising Agency

Advertising Agency's undertaking with SHOPS

(To be signed for and on behalf of the advertising agency of a 'payment with order' advertiser and forwarded to The National Newspapers' Safe Home Ordering Protection Scheme Limited, 18a King Street, Maidenhead SL6 1EF ('SHOPS'))

ADVERTISING AGENCY

("for the client")

Name

Address

Tel:

Fax:

Email:

Web Site:

The client is PERSONALLY known to us and has a properly established business. We have read the client's application (form 1)/renewal (form 4) (*delete as appropriate*).

DATED

and to the best of our knowledge, information and belief it is correct

We agree to abide by the conditions below

We enclose / have already paid £150 in respect of the advertising agency fee for the year

1st. April _____ to 31st. March _____ (the Fund Year in any year).

Signature

Name of Signatory

Position of Signatory*

(Please Print Name & Position in Block Capitals)

(*state whether Board Director, Company Secretary or Partner.)

For and on behalf of

(Name of client)

IT IS EMPHASISED THAT BOOKINGS WILL ONLY BE ACCEPTED FROM THE AGENCY SIGNING THIS FORM IN RESPECT OF THE ADVERTISER NAMED HEREIN.

BOOKINGS FROM ANY OTHER SOURCE WILL NOT BE ACCEPTED BY NATIONAL NEWSPAPERS. ALL CHANGES OF AGENCY MUST BE REPORTED PROMPTLY.

1. We agree that the sum enclosed herewith shall be used by SHOPS for the following purposes:-

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

1.2 Reimbursing itself or any National Newspaper or SHOPS 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 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 (defined below). For the purpose of this clause SHOPS shall be entitled to accept a statement by a member 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 a statement in the circumstances, specified in this clause.

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

1.3 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 creditor; or

1.4 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 its creditors; or;

1.5 ceasing to trade.

2. We will satisfy ourselves that the applicant shall have in its possession or subject to its control SUFFICIENT STOCK available to fulfil all orders likely to result from the advertising in national newspapers published by Associate Members which are covered by the SHOPS Scheme ("National Newspapers") and all future advertising for the same product, and that there will be SUFFICIENT STAFF available to deal satisfactorily with all orders, returns and complaints.

3. WE UNDERTAKE:-

3.1 to inform you if, at any time, we have reason to believe that the applicant is in TRADING DIFFICULTIES or in any way unable or unwilling to FULFIL ORDERS; in particular we shall immediately inform you if AT ANY TIME the applicant FAILS TO PAY on the due date for advertising space or costs, or if we RELINQUISH the applicant's account;

3.2 to inform you of any change of which we become aware in the DIRECTORSHIP or OWNERSHIP of the applicant and to INVESTIGATE IMMEDIATELY at the request of SHOPS or any National Newspaper ANY COMPLAINT arising from advertisements inserted on behalf of the applicant and SHALL REPORT our findings to SHOPS or the National Newspaper concerned;

3.3 that we and the applicant shall comply with the Rules of SHOPS supplied to it and to us and with any condition made by the SHOPS Managing Committee and notified to us with respect to the advertising of the applicant;

3.4 that if the applicant is approved, the applicant shall employ the SHOPS logo in all advertising copy, provided that it may 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 the applicant's sales literature nor headed notepaper nor any other publication; nor if the applicant's application is deferred or rejected nor if the applicant is suspended from the Scheme.

4. WE UNDERSTAND AND AGREE THAT:-

4.1.1 in the event of our failing to exercise due and sufficient care in complying with clause 2; or
 4.1.2 in the event of any breach of the Undertakings given in paragraphs 3.1 to 3.4 hereof; any National Newspaper may refuse the applicant's advertising.

4.2 the SHOPS logo is in the ownership of SHOPS and is used only by permission. Misuse of the SHOPS logo is a criminal offence for which SHOPS shall prosecute. We shall indemnify SHOPS on a full indemnity basis at all times in respect of any misuse of the SHOPS logo by the applicant.

5. We understand that any personal data on us obtained via this form will be shared with the National Newspapers. It will also be used to manage our relationship with SHOPS and by SHOPS to keep us informed of any information relevant to us.

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