

ADVANTAGE PUBLISHING (UK) LTD

ADVERTISING TERMS & CONDITIONS

You have been sent these Advertising Terms and Conditions because you have verbally, or in writing or via email, agreed to an advertising proposal with a representative of Advantage Publishing (UK) Ltd. That agreement and your receipt of these terms constitutes acceptance of these terms and acceptance of this contractually binding advertising agreement

DEFINITIONS

1. In these terms and conditions "the Company" means Advantage Publishing (UK) Ltd and "the advertiser" means the person, company or other body to whom this document is addressed and who wishes to place advertisements in the company's publications. "Booking" means a request to order (whether written or verbal) from the advertiser to be placed within the company's publications, websites or any other digital channel. Advertising Agencies, unless the context requires otherwise, will be treated as acting as principal.

SPECIFIC CONDITIONS

2. These terms and conditions shall govern every booking and shall constitute a contract between the company and the advertiser and shall apply to all advertisements accepted by the company. Any other conditions including the Advertiser's standard conditions of purchase are expressly excluded, and no variation of any of these terms and conditions shall have any effect unless expressly agreed in writing by the company.
3. The company reserves the right to refuse, withdraw, omit or otherwise deal with all advertisements at its absolute discretion without any liability to the advertiser thereby arising.
4. All advertisements are accepted subject to space being available and to the copy supplied by the advertiser being accepted to the company in its discretion. The company shall not in any way be liable to the advertiser for any loss suffered by the advertiser due to non-availability of space or unacceptability of copy.
5. A verbal booking shall be a contract governed by these terms and conditions provided that the advertiser has not previously dealt with the company.
6. Each booking shall be treated as a separate contract. There shall be no right of set off between separate bookings and/or advertisements and regardless of any series, multiple or separate booking by an advertiser or of any series of other discount offered by the company each booking and each publication of an advertiser shall be deemed to be the subject of a contract.
7. The Company reserves the right to determine the position of each advertisement unless a special position at a premium has been agreed in writing by the advertiser and the company.
8. The advertiser specifically undertakes that the advertisement (a) shall not contravene any English law, or Act of Parliament (b) shall conform with the British Code of Advertising Practice as stated by the Advertising Standards Authority (c) shall be original to the advertiser and shall not be illegal or defamatory or infringe the copyright or other proprietary right of any third party (d) shall be legal, decent, honest and truthful.
9. The advertiser shall fully indemnify the company against any claim whatsoever (including legal and other costs and expenses incurred in dealing with any claim) arising from the publication of the advertisement.

RATES

- 11 (a). Advertisement rates are subject to change by the company except where a rate protection guarantee has been agreed in writing by the company with the advertiser. In the event of a rate increase the advertiser has the right to cancel without loss of discounts but must give the proper period of notice.
- 11 (b). In the case of series booking, series discounts will only be given when the series is booked in advance to be completed within the agreed period of time and there is no cancellation by the advertiser.

CANCELLATIONS

- 12 (a). Any advertiser who cancels part of a series booking may at the company's sole discretion be charged at the standard (published rate card) rate for each advertisement inserted prior to such cancellation, and the advertiser shall immediately pay to the company all such additional sums as may be due as a result of the company so charging.
- 12 (b). Cancellations will only be accepted by the company if in writing and received six weeks prior to copy date. Any cancellations received after such dates will be of no effect and the advertisement will be payable in full.

COPY AND MATERIAL

- 13 (a). For print magazine adverts, print ready copy of a resolution of at least 300 DPI must be supplied by the advertiser without request by the company prior to copy date. Failure to do so will mean that at the company's discretion existing copy may be repeated or the advertisement omitted if no repeat copy is available. In either case the full cost of the advertisement remains payable.
- 13 (b). All advertisements which require work to be carried out on them by or on behalf of the company shall be liable to extra charges at the rate of 10% of the space cost for typesetting and layout and 20% of the space cost for all other work.
- 13 (c). The company shall not be liable for any mistakes occurring in the preparation of the advertiser's copy.
- 13 (d). Where a booking is made but the copy does not arrive by the copy date, the full cost of that booking is payable.
- 13 (e). Where errors are clearly the fault of the company, and where the copy arrived before the copy date, any claim by the advertiser shall be limited to a maximum of the cost of the specific advertisement concerned. Whilst every care is taken to avoid errors the company shall not be liable for errors due to insufficient and inaccurate instructions or circumstances beyond its control.
- 13 (f). The company shall not be liable for any loss suffered by or occasioned to any copy and/or artwork and other property of the advertiser which shall be held at the advertiser's risk and should be insured by the advertiser against loss or damage from whatever cause. The company reserves the right to destroy, without notice, all copy and/or artwork or other property of the advertiser which has been in its custody for six months from the date of its last use.
- 13 (g). Complaints about mistakes or poor reproduction must be received in writing by the company not more than 14 days after publication date. Complaints received after shall not be entertained by the company which shall have no liability in respect thereof.

PAYMENT TERMS

- 14 (a). Payment terms are strictly 30 days from the date of invoice.
- 14 (b). Failure to settle any invoice including an invoice for additional charges under paragraph 12 above within thirty days of the publication date will render the advertiser liable, at the company's sole discretion, to lose any discount entitlement and to pay interest on the outstanding invoices at 5.0% per annum, accruing daily, above Barclays Bank Plc base rate. Failure by the advertiser to comply with these terms or any other payment terms agreed in writing with the company shall entitle the company not to publish any advertisement previously accepted.
- 14 (c). Notwithstanding paragraph 14 (a) above, if an advertiser has not paid for an advertisement which forms part of the series booking by the copy date for the next advertisement in this series the company shall be entitled to omit that next and subsequent advertisements and to charge the advertiser under paragraph 12 as if it had cancelled the series.

OTHER

- 15 (a). All prices quoted are subject to variation as a result of government taxes and levies.
- 15 (b). The various provisions of these terms and conditions are severable and if any of its provisions shall be held to be invalid or unenforceable by any competent court jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this agreement.
- 15 (c). This contract shall be governed and construed in all respects in accordance with English law and any disputes will be subject to the jurisdiction of the English Courts.