

TERMS & CONDITIONS

ADVERTISEMENT ORDERS ARE ACCEPTED SUBJECT TO THE FOLLOWING TERMS & CONDITIONS

IN THESE CONDITIONS THE TERM 'ADVERTISER' MEANS THE PARTY WHO BOOKS THE SPACE AND IS RESPONSIBLE FOR PAYMENT.

1. THE PLACING OF YOUR ORDER CONSTITUTES A BINDING CONTRACT AND FINANCIAL COMMITMENT AND WILL BE DEEMED TO HAVE BEEN MADE AT THE OFFICES OF THE PUBLISHER. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF ENGLAND AND ALL PARTIES SHALL SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND.
2. THE ADVERTISER WARRANTS THAT THE ADVERTISEMENT COMPLIES WITH THE BRITISH CODE OF ADVERTISING PRACTICE AND DOES NOT CONTRAVENE ANY OF THE PREVIOUS TERMS & CONDITIONS OF THE TRADE DESCRIPTIONS ACT 1968.
3. THE ADVERTISER WARRANTS THAT ANY INFORMATION GIVEN IN VIDEO INTERVIEWS COMPLIES WITH THE COMMUNICATIONS ACT 2003 AND THE COPYRIGHT, DESIGNS AND PATENTS ACT 1988.
4. THE PUBLISHER RESERVES THE RIGHT TO REJECT OR AMEND ADVERTISEMENTS OR OTHER MATERIALS SUPPLIED BY THE ADVERTISER, AND TO CHANGE DATES OF PUBLICATION OR BROADCAST AT ITS ABSOLUTE DISCRETION, WITHOUT APPLICATION TO THE ADVERTISER.
5. THE PUBLISHER WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CONSEQUENTIAL TO OR OTHERWISE OCCASIONED BY ERROR, LATE PUBLICATION OR THE FAILURE OF AN ADVERTISEMENT OR VIDEO TO APPEAR FROM ANY CAUSE WHATSOEVER.
6. THE ADVERTISER WILL INDEMNIFY THE PUBLISHER AGAINST ANY DAMAGE AND/OR LOSS AND/OR EXPENSE WHICH THE PUBLISHER MAY INCUR AS DIRECT OR INDIRECT CONSEQUENCE OF THE ADVERTISER'S ANNOUNCEMENT.
7. THE ADVERTISER IS RESPONSIBLE FOR SUPPLYING ALL TEXT, ILLUSTRATIONS AND ANY REQUIRED CONTACT DETAILS. THE PUBLISHER CANNOT ACCEPT RESPONSIBILITY FOR ANY LOSSES ARISING FROM HIS FAILURE TO DO SO.
8. COPY MUST BE SUPPLIED WITHOUT APPLICATION FROM THE PUBLISHER. IN THE EVENT OF COPY INSTRUCTIONS NOT BEING RECEIVED THE PUBLISHER RESERVES THE RIGHT TO REPEAT STANDING COPY OR TO DESIGN FROM ANY RELEVANT MATERIAL, BROCHURES, LITERATURE ETC, AT THE PUBLISHER'S ABSOLUTE DISCRETION WITHOUT RECOURSE TO THE ADVERTISER.
9. IN THE CASE OF VIDEO INTERVIEWS, THE ADVERTISER MUST CONFORM TO THE PUBLISHER'S TIMETABLE AND REQUIREMENTS AND ENSURE APPROPRIATE ATTENDANCE AND PREPARATION FOR THE AGREED INTERVIEW DATE. FAILURE TO DO SO WILL NOT AFFECT THE ADVERTISER'S LIABILITY FOR THE TOTAL PRICE OF THE ORDER, AND THE PUBLISHER WILL MAKE NO FURTHER UNDERTAKING TO ARRANGE PRODUCTION OF THE VIDEO.
10. THE PUBLISHER CANNOT ACCEPT RESPONSIBILITY FOR ANY ERRORS THAT APPEAR IN THE ADVERTISER'S FINAL SUBMITTED MATERIALS. WHERE THE ADVERTISER DOES NOT SUPPLY MATERIALS TO THE PUBLISHER'S SPECIFICATION, COSTS INCURRED BY THE PUBLISHER FOR THE PRODUCTION OF ARTWORK OR ANY OTHER MATERIALS WILL BE THE RESPONSIBILITY OF THE ADVERTISER.
11. A) NO CANCELLATIONS WILL BE ACCEPTED.

B) WITHOUT PREJUDICE TO A) ABOVE THE PUBLISHER MAY, AT ITS ABSOLUTE DISCRETION, ACCEPT CANCELLATIONS IN WRITING RECEIVED PRIOR TO THE PRODUCTION STAGE. IF A CANCELLATION IS ACCEPTED BY THE PUBLISHER, A FEE WILL BE PAYABLE EQUIVALENT TO 50% OF THE FULL PRICE OF THE ORDER WHICH SHALL BECOME DUE 7 WORKING DAYS FROM THE DATE OF POSTING OF THE PUBLISHER'S ACCEPTANCE.
C) IF ANY CANCELLATION FEE IS NOT PAID AS PROVIDED FOR HEREIN, WITHOUT PREJUDICE TO THE RIGHTS OF THE PUBLISHER HEREBY GRANTED TO RECEIVE THE SAID CANCELLATION FEE, THE PUBLISHER RESERVES THE RIGHT TO PURSUE THE ADVERTISER FOR THE FULL PRICE OF THE BOOKING.
12. IN NO CIRCUMSTANCES DOES THE PLACING OF AN ORDER CONFER UPON THE ADVERTISER THE RIGHT TO RENEW ON SIMILAR TERMS.
13. CREDIT ACCOUNTS ARE STRICTLY NETT AND MUST BE SETTLED ON PUBLICATION, UNLESS OTHERWISE AGREED IN WRITING.
14. THE ADVERTISER WILL BE INVOICED ON THE DAY OF PUBLICATION OF THE ISSUE SET FORTH ON THE CONFIRMATION OF ORDER. PAYMENTS SHALL BE MADE IN FULL TO THE PUBLISHER NO LATER THAN 28 DAYS FROM THE INVOICE DATE OR AS OTHERWISE CONFIRMED IN WRITING BY THE PUBLISHER.
15. THE ADVERTISER MUST SUBMIT ALL INFORMATION REQUESTED BY THE PUBLISHER (INCLUDING BUT NOT LIMITED TO ANY RELEVANT PURCHASE ORDER NUMBER) AND IN ACCORDANCE WITH THE PUBLISHER'S INSTRUCTIONS AND DEADLINES IN ORDER FOR THE PUBLISHER TO GENERATE ITS INVOICES. FAILURE TO SUPPLY SUCH INFORMATION IN ACCORDANCE WITH ANY SUCH REQUESTS OR INSTRUCTIONS SHALL NOT EXCUSE ANY LATE OR NON-PAYMENT.
16. IF THE ADVERTISER FAILS TO PAY THE PUBLISHER'S INVOICE IN ACCORDANCE WITH CONDITION 14 ABOVE, WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO IT, THE PUBLISHER SHALL BE ENTITLED TO CHARGE INTEREST ON ANY OUTSTANDING BALANCE AT THE RATE OF 2% PER ANNUM ABOVE THE BASE LENDING RATE OF BARCLAYS BANK PLC FROM THE DUE DATE UNTIL THE DATE OF ACTUAL PAYMENT, WHETHER BEFORE OR AFTER JUDGEMENT.
17. IN THE EVENT OF ANY FAILURE BY THE ADVERTISER TO MAKE PAYMENT IN ACCORDANCE WITH CONDITION 14 ABOVE THE ADVERTISER WILL BE RESPONSIBLE FOR ALL EXPENSES (INCLUDING LEGAL FEES) INCURRED BY THE PUBLISHER IN COLLECTING SUCH AMOUNTS.
18. ANY INVOICE OUTSTANDING BEYOND THE DUE DATE WILL BE REFERRED TO A DEBT COLLECTION AGENCY AND WILL BE SUBJECT TO A SURCHARGE OF 15% PLUS VAT TO COVER THE COLLECTION COSTS INCURRED. THIS SURCHARGE TOGETHER WITH ALL OTHER CHARGES AND LEGAL FEES INCURRED WILL BE THE RESPONSIBILITY OF THE ADVERTISER AND WILL BE LEGALLY ENFORCEABLE.
19. THESE TERMS & CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE ADVERTISER AND THE PUBLISHER AND SUPERCEDE ALL PRIOR AGREEMENTS, ARRANGEMENTS, UNDERSTANDINGS AND REPRESENTATIONS (WHETHER ORAL, WRITTEN OR OTHERWISE). EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION MADE BY THE OTHER PARTY UNLESS SUCH REPRESENTATION IS EXPRESSLY INCLUDED HEREIN, AND THE ADVERTISER WARRANTS THAT NO EMPLOYEE OF THE PUBLISHER HAS MADE ANY PROMISE OR UNDERTAKING TO THE ADVERTISER NOT INCLUDED IN THIS AGREEMENT. PRINTED TERMS & CONDITIONS ON ANY ADDITIONAL DOCUMENTS ISSUED BY THE ADVERTISER OR HIS AGENT WILL NOT BE RECOGNISED AS BINDING. SPECIAL CONDITIONS MUST BE SUBJECT TO MUTUAL AGREEMENT.
20. THE PLACING OF YOUR ORDER IS DEEMED TO BE AN ACCEPTANCE OF ALL THE ABOVE CONDITIONS AND SHALL BE AN EXPRESS TERM OF ANY CONTRACT.