

# Standard Terms and Conditions of Sale of Advertising Space

The Publisher reserves the right to adjust advertisement rates at any time, and to amend current contracts accordingly. In such an event the Advertiser will have the right to cancel the balance of his order.

No guarantee can be given that any advertisement will appear on a specified date or in a particular edition or at all, although every effort will be made to meet the wishes of the Advertiser.

An advertisement or series of advertisements due to be published under this contract may be cancelled by the Advertiser if written notice of cancellation is received by the Publisher, in the case of colour adverts, not less than 28 days before the copy date as specified overleaf and in the case of mono adverts not less than 21 days before the copy date. The Advertiser shall not be liable to the Publisher for advertisements or a series of advertisements cancelled in accordance with the foregoing save that if the contract provides for the publication of 2 or more advertisements and the Advertiser has been invoiced for published advertisements at a discounted rate, then the Publisher shall invoice the Advertiser for the balance between the discounted rate and the Publisher's usual rate for advertisements published. In the event of the Advertiser placing an order with the Publisher, within 28 days in the case of colour advertisements and 21 days in the case of mono advertisements of the copy date then an advertisement due to be published under this contract may not be cancelled by the Advertiser.

Although every care is taken to print advertisements correctly, the Publisher does not accept liability for any loss or damage caused by an error, inaccuracy or omission in the printing of an advertisement or for any failure to publish an advertisement on the date specified. It is the responsibility of the advertiser to notify the Publisher of any error immediately it appears.

The placing of an order for the insertion of an advertisement shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by an agency shall be void insofar as they conflict with them.

The Publisher will make every effort to follow the wishes of the Advertiser as regards positioning but no guarantee can be given unless the order is made and acknowledged at "Guaranteed" or "Special" position rates.

The Publisher reserves the right to decline any copy or artwork or to make alterations necessary to ensure conformity with the standards of the publisher. All advertisements must comply with the British Code of Advertising Practice.

The Publisher reserves copyright to any graphic image published. Photographic or other reproduction of such image is expressly forbidden irrespective of who holds the copyright to the original work. Submission of an advertisement is deemed to imply ownership of the

copyright and an acknowledgement of an acceptance by the Advertiser of these conditions.

Submission of an advertisement is deemed to imply that the copy complies with the requirements of any current legislation such as the Trades Descriptions Act 1968, Sex Discrimination Act 1975, Race Relations Act 1976, Business Advertisements (Disclosure) Act 1977, Price Marketing Order Act 1979, Consumer Credit Act 1974, Competition Act 1980.

The Publisher accepts no liability for loss or damage to blocks or artwork. The Advertiser shall be responsible for insurance of all artwork, photographs and publicity materials supplied to the Publisher.

If copy instructions are not received by the appropriate date the Publisher reserves the right to publish copy last used or in the event of no copy previously used to substitute any other advertisement material and to invoice the Advertiser for the space reserved according to contract.

The Publisher shall invoice the Advertiser for advertisements published under this contract within 14 days of the date of publication. Invoices shall be paid in full within 14 days of receipt.

Advertisements from recognised advertising agencies are subject to the provisions of the British Code of Advertising Practice and to the standard conditions agreed with the Institute of Practitioners in Advertising. Advertising agency commission is 10 per cent.

Invoices are strictly net and must be settled within the 14 day period. If an invoice is not settled in full by the due date the Publisher reserves the right to cancel this agreement and if the contract provides for the publication of two or more advertisements and the Advertiser has been invoiced for published advertisements at a discounted rate to invoice the Advertiser for the balance between the discounted rate and the usual rate for advertisements so published. Failure to settle invoices in accordance with these terms will entitle the Publisher:

(a) If the Advertiser is an advertising agency to reduce commission allowed:

i. By 3% where the invoice has not been paid on the due date.

ii. By a further 2% for every month thereafter whilst the account remains overdue.

(b) Further to the preceding and in any other case:

i. Charge interest from the date payment became due until payment at the rate of 4% per annum above the base rate of Barclays Bank.

All rates exclude VAT which will be charged, if applicable, on invoices and statements at the rate of prevalent at tax point.

Insertion discounts are calculated net of any agency commission.