

# Terms and Conditions

Please read the following conditions carefully before booking advertising space. Particular attention is drawn to condition no. 3, relating to Crown Copyright material, and conditions no. 18 and 19, relating to payment.

Advertisers are reminded that the provisions of the Trade Descriptions Act 1968 apply to all advertisements, and any misrepresentation is an offence under the Act.

All advertisements must be legal, decent, honest, truthful, and shall comply with the rules of the British Code of Advertising Practice, and all other codes under the supervision of the Advertising Standards Authority. Compliance with the requirements of all current legislation in the areas of sex and race discrimination, fair trading, control of misleading advertising, business advertising, financial services, consumer credit and protection, shall also be adhered to. In the conditions, the term "Advertiser" refers to the party who books the advertisement space and is responsible for payment.

The Publishers reserve the right to decline any copy or material of which they may not approve, whether an order shall be accepted or not. The Publishers also reserve the right to cancel or suspend any contract for advertising without stating a reason.

1. All advertisements are accepted subject to approval in writing from the Publishers and conditionally upon space being available. While every endeavour will be made to meet the wishes of the advertiser, the Publishers cannot guarantee the insertion of any particular advertisement.
2. All orders are accepted at the advertiser's risk, and the Publishers will not accept any liability for the cost of preparing artwork, which is either declined or cancelled.
3. The advertiser must ensure that:
  - (i) All authorities and permissions have been secured in respect of pictorial representations (actual or purported) of living persons:
  - (ii) Permission to reproduce Crown Copyright material on manufactured items and reproduced in adverts has been obtained.
4. Written or faxed instructions must be received by the copy deadline agreed (normally 40 days prior publication date). Verbal instructions cannot be accepted other than to reserve provisional space, prior to written or fax confirmation.
5. Confirmations of bookings combined with copy reminders will be sent to advertisers nominally two weeks prior to copy deadline under normal circumstances, irrespective of, though not taking precedence over, special copy date arrangements or previous written confirmations
6. Series discounts apply only to orders placed in advance and completed within the contractual period.
7. Cancellation, change of size or suspension of an order cannot be accepted less than 28 working days prior to a publication date, and if the advertiser cancels the balance of a contract all unearned discount will be surcharged.
8. Should an order not be cancelled by the required time and advertisement copy or material not be supplied, the previous advertisement of a similar size shall be repeated, or in the case of a single insertion the space shall be absorbed into other space or marked as reserved, whichever shall be expedient. In such an eventuality, the Publishers reserve the right to invoice the advertiser for the advertising space.
9. The Publishers reserve the right to modify or omit any special position to meet editorial requirements, and shall recompense the advertiser only for any premiums agreed.
10. The Publishers reserve the right, if considered necessary or desirable, to amend copy, or to require the advertiser to carry out such amendments to meet approval.
11. Copyright in advertising material shall vest with the Publishers where such material has been prepared or reworked by the Publishers, their employees or contractors.
12. The Publishers reserve the right to charge for advertisement production costs for work that has not been agreed at the time of booking.
13. The Publishers disclaim any responsibility for matters arising from advertisements and do not accept liability for omissions, clerical errors or the bonafides of advertisers, although every care is taken to avoid mistakes and advertisements from doubtful sources.
14. The advertiser agrees to indemnify the Publishers in respect of all costs, damages, or other charges incurred as a result of actual or threatened legal actions arising from the appearance of an advertisement, or series of advertisements, published in accordance with copy instructions supplied to the Publishers in pursuance of the advertiser's order.
15. The Publishers cannot accept any responsibility for loss of circulation or effectiveness of any issue owing to circumstances beyond their direct control.
16. In the event of the weight or size of a loose insert being in excess of that agreed at the time of booking, the Publishers reserve the right to charge for the excess weight.
17. Voucher copies, tear sheets, certificates of insertion, or any other forms of proof of insertion as agreed, are to be supplied by the Publisher to the advertiser as soon as possible after the publication date.
18. Any new advertiser may be required to repay for a single insertion, or the first insertion of a series, before monthly account facilities can be established. Where monthly accounts are not approved or are withdrawn for whatever reason, then any bookings will be placed on a strictly prepaid basis.
19. For advertisers with established monthly account facilities settlement is due within 30 days of date of invoice. Failure to render payment beyond 60 days will result in either the withdrawal of further advertisements in a series with an attendant charge being levied for the loss of a series discount on advertisements already printed, or in the case of a single insertion the imposition of a 10% surcharge.