



## Terms & Conditions

- In these conditions ('Conditions') attaching to Advertising Contracts: 'Publisher' means Bristol Magazines Ltd and 'Advertiser' means the company, firm or individual booking the advertising space including advertising agents and independent media buyers. 'Principal' means the Advertiser except when the Advertiser is acting as agent for another company, firm or individual named as the Principal on the Confirmation. 'Rate Card' means the Publisher's current scale of charges for advertisements, a current copy of which may be obtained from the Publisher. 'Contract' means a legally binding booking accepted by the Publisher in accordance with Clause 2 for publication of an advertisement. 'Advertisement' includes loose insert or other insert where appropriate. 'Cancellation of a Contract' means cancellation of either all or part of the remaining unperformed part of the Contract unless the context of the relevant condition makes it clear that cancellation of only a specific insertion(s) is referred to. 'Copy' means the advertising copy as supplied by the Advertiser to the Publisher whether in the form of artwork, film or illustrative material and words to be typeset and laid out by the Publisher. 'Copy Deadline' means 9.00am on the copy date indicated on the Booking Confirmation. 'Booking Confirmation' means the written booking confirmation despatched by the Publisher to the Advertiser. 'On-Sale Date' means the on sale date indicated on the Booking Confirmation. 'Cancellation Date' means three months prior to the On-Sale Date. 'Digital Specification' means the requirements needed for receiving digital files/copy as outlined in our Media Advertisement Specification Sheets sent out at time of booking. 'Insert Delivery Instructions' means the requirements needed for receiving loose and bound/tip-on inserts for publication as sent out at time of booking.
- The issue of a Rate Card does not constitute an offer by the Publisher to enter into a Contract. A Contract is made only by the Publisher's acceptance of the Advertiser's order as effected by the Publisher issuing a Booking Confirmation.
- All Contracts are subject to these conditions and no variation or addition thereto shall be effective unless specifically agreed to in writing by the Publisher. Any other terms or conditions sought to be imposed by the Advertiser are expressly excluded.
- Advertisement rates are subject to revision at any time and the price prevailing at the time the Contract is made binds the Publisher only in respect of the agreed bookings as confirmed by the Publisher's Booking Confirmation.
- Advertisements are accepted at the Publisher's absolute discretion and all orders are accepted subject to Clauses 7 and 8. If it is intended to include in an Advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details of such competition or special offers must be submitted by the Advertiser at the time the order is negotiated.
- The Advertiser warrants that any Advertisement submitted for publication shall comply with all applicable legislation regulations and codes of practice and is not an infringement of any other party's rights. The Advertiser will indemnify the Publisher fully for all costs and damages (including legal costs and awards ordered against the Publisher) in respect of any claim made against the Publisher arising from the advertisement or the publication.
- Advertisements must not contain any reference to the Publisher or any associated company, product, brand or logo. If, in the sole and absolute discretion of the Publisher, the advertisement is considered likely to imply that the publisher or its sponsors endorses or is in any way connected with the Advertiser or the proprietor(s) of any other material contained in the advertisement, the advertisement will be refused.
- The Publisher reserves the right in its absolute discretion to cancel any Contract or to omit or suspend an advertisement for good reason (including but not limited to advertisements that are libellous, defamatory, pornographic, socially unacceptable, insensitive or otherwise contrary to the editorial policy). Should cancellation, omission or suspension be due to the act or default of the Advertiser or his servants or agents including the unsuitability of the Advertisement as indicated above, then the Advertiser shall pay for the space reserved by the Advertisement in full notwithstanding that the Advertisement has not appeared. Such cancellation, omission or suspension shall be notified to the Advertiser as soon as possible.
- If the Publisher considers it necessary to modify space or alter the date or position of insertion or make any other alteration it shall notify the Advertiser of this as soon as it reasonably can and the Advertiser will have the right to cancel the insertion of that Advertisement if the alterations requested are unacceptable, unless such changes are due to circumstances beyond the Publisher's control and cannot be notified to the Advertiser prior to the commencement of the manufacturing cycle of the relevant publication.

10. The Publisher will exercise reasonable care and skill in the handling and publishing of the Advertisement but where the Advertisement is not published in the manner specified in the Contract, whether through any failure or negligent act or omission on the part of the Publisher or any third party, the Publisher's maximum liability to the Advertiser shall be limited to the amount of any payment made for the Advertisement concerned. The Publisher shall not be liable for any indirect, special or consequential loss or damage arising from any failure to publish an Advertisement as agreed with the Advertiser including, but without limitation, any late or incorrect publications, any non-publication or inaccurate reproduction of the Advertisement, whether caused by the Publisher's error or negligence or by any reason whatsoever. The Publisher shall not be liable in respect of any error or omission in respect of publishing the Advertisement which is not notified to the Publisher in writing within one year of the actual publication date of the advertisement.

- The advertiser may cancel any Contract by the first of the month, three months prior to the On-Sale Date of a particular insertion. Cancellation will be effective once written notice thereof is received by the Publisher.
- If the Advertiser cancels any Contract in accordance with Clause 11, except in the circumstances of Cancellation as set out in Clause 8 above, he/she relinquishes any right to that series discount (if any) to which he/she was previously entitled and Advertisements will be paid for at the appropriate rate. A new invoice will be issued for any surcharges in relation to Advertisements that have already been invoiced at the discount rate. The payment date for any previous invoices, however, remains unaffected.
- If Copy is not received by the last day for receiving Copy the Publisher reserves the right in its absolute discretion to repeat Advertiser's existing Copy in its possession where appropriate or where the Publisher does not hold Copy to omit the Advertisement and to charge for the space reserved in accordance with Clause 8.

At the Publisher's discretion, proofs of copy may be provided. This is contingent on copy being supplied by the Advertiser to the Publisher by the last day for receiving Copy as stated by the Publisher.

If the Advertiser is supplying copy as a digital file, the Advertiser must adhere to the Digital Specification issued by the Publisher. In the event that the digital file does not comply with the Digital Specification, the Publisher reserves the right in its absolute discretion to reject the copy in which case the Advertiser will be asked to re-s supply. If due to time constraints, the Publisher has to repair or rectify the file, the Publisher will notify the Advertiser and shall not be liable for any inaccurate reproduction of the Advertisement or any resulting costs whether direct or indirect.

In the case of loose insert or other insert advertising, if the advertiser fails to adhere to the Insert Delivery instructions issued by the Publisher the Publisher reserves the right in its absolute discretion to omit the advertisement and to surcharge the Advertisement in full notwithstanding that the Advertisement has not appeared.

- Advertiser's property, originals, artwork, type, mechanicals, positives etc are held by the Publisher at the owner's risk and should be insured by the Advertiser against loss or damage from whatever cause. After performance of the Contract relating to such materials the Advertiser shall be responsible for collecting all such materials which it requires from the Publisher's premises, failing which, the Publisher reserves the right to destroy all artwork which has been in its possession for more than six months and no liability shall be attached to the Publisher in respect of such destruction.
- Charges will be made to the Advertiser where production work of any kind is required to put the Advertisement in a form suitable for Publication for any reason and at any stage. The Publisher will notify the Advertiser of such charges in writing upon receipt of advertising copy and these charges will be agreed prior to the work being carried out, unless such acts or defaults do not become apparent to the Publisher until the manufacturing cycle begins in which case reasonable standard charges for such work shall be made.
- The Publisher provides for the benefit of Advertisers and as a gesture of goodwill a basic ad-setting service which may be used only in conjunction with the specified Booking Confirmation and published only in the Publisher's magazine titles. The service requires the Advertiser to supply copy in accordance with the Publisher's specifications and Copy Deadline. The Advertiser must be the rights holder or official licensee of all logos, images, marks and text used in the Advertisement. The Advertiser must supply clear instructions as to how copy should be used and laid out in the advertisement space booked. The ad-setting service may also be used to update previously-run or archived Advertisements but it is the Advertiser's responsibility to contact the Publisher before the Copy Deadline to request such changes and the Publisher will accept the request at its discretion, taking into account the work required, technical restrictions, the Publisher's

existing commitments and the time remaining before deadline. Advertisements thus created by the Publisher for the Advertiser may not be used to advertise in competitive titles or with other publishers. The service does not include proof-reading, copywriting, branding work or marketing advice. The service is limited to two sets of author amendments and amendments beyond this entitlement shall be subject to a Publisher's fee. The Publisher will provide a low resolution PDF proof of Advertisements created using this service to Advertisers for approval, and if the Advertiser does not respond by the date specified in the proofing correspondence, approval will be deemed given. The Advertiser will use only those fonts for which it holds a licence.

## 17. Errors

Although every effort is made to avoid errors, should they occur the Publisher will not be liable in any of the following circumstances

- Where the error is due to inaccurate or imprecise instructions from the Advertiser to the Principal
- Where the Copy has been given only verbally to the Publisher
- Where the Copy has not been supplied until after the Copy Deadline and/or the Publisher has exercised its right under Clause 13 above
- Where the error concerns the colour reproduction of the Advertisement and the Advertiser has failed to supply a colour proof with the copy
- Where the error has occurred during the ad-setting service offered to Advertisers by the Publisher under Clause 16
- Where a written complaint about the Advertisement has not been received by the Publisher within 60 days of the On-Sale Date of the Publication in which the Advertisement appeared.

In cases 17 (a-f) above the Advertiser remains liable for the full price of the Advertisement as indicated on the confirmation. In addition, should an error occur in an Advertisement which is to be repeated, it is the responsibility of the Advertiser to inform the Publisher in writing of the error within seven days of the On-Sale Date of the Publication in which the Advertisement appeared (or within three days in the case of a weekly Magazine). If this is not done, and the incorrect Advertisement is repeated, the Advertiser remains liable for the full price of the repeated Advertisement.

In all cases, other than those above, if an error occurs which is clearly the fault of the Publisher, compensation may be considered up to but not exceeding the price of the relevant Advertisement. Claims for consequential loss exceeding that price cannot be considered.

The basis on which any compensation shall be agreed is that of a percentage refund of the relevant amount equal to the percentage loss of response which can be reasonably attributed to the error.

## 18. Terms of Payment

- Unless credit facilities are agreed by the Publisher, Advertisers will be required to pre-pay the account prior to the final Copy Deadline for each Advertisement. Payment is due to be made by the Advertiser on receipt of the Booking Confirmation and before the Copy Deadline. If the Advertiser defaults in making payment of any sums by the due date, the Publisher reserves the right to require immediate payment for all advertising space booked by the Advertiser (failing which the Publisher shall be entitled to terminate the Contract forthwith by written notice to the Advertiser) and to require payment in advance for future bookings, and pending such payment to omit or suspend all or any Advertisements due to appear under an existing contract with the Advertiser. The Publisher also reserves the right to impose a surcharge of 15% per annum on overdue amounts.
- Where credit facilities have been so agreed, payment terms are strictly 7 days from On-Sale Date for weekly titles and 28 days from Invoice Date for monthly titles. Should credit facilities be suspended as a result of non-compliance with payment terms the whole account balance becomes due and payable forthwith.
- Any credit will only be granted after obtaining satisfactory banking, trade and credit reference agency clearance and the Advertiser will be informed by the Publisher once it is ready to provide such account facilities.

- Advertising agents and independent media buyers recognised by the Periodical Publishers Association are allowed agency commission at the rates quoted on the Rate Card provided payment for Advertisements is made in full by the due date.
- The Advertiser expressly acknowledges that he has not relied on any representation made by or on behalf of the Publisher in entering the Contract.
- No person who is not party to this contract has any right under the Contracts (Right of Third Parties) Act 1999 to enforce any part of this contract.
- These conditions and all other terms shall be construed in accordance with the Laws of England.