

Conditions of Acceptance of Advertisements

The following conditions govern the Publishers dealings with all advertisements of any kind and in any format (referred to below as "advertisements") published in the Publishers' print/digital publications and/or websites. These conditions apply to each contract for the publication of an advertisement.

1. The Publisher means the proprietor of the publication and/or the website. The Advertiser means the person, firm, company, or individual, or representative of any such party, who places an order with the Publisher for the insertion of an advertisement in any of the Publisher's print/digital publications and/or websites.

2. The Advertiser warrants that:

a) It has the power and authority to enter into a contract for the publication of an advertisement on these conditions and perform its obligations under all such conditions;

b) the advertisement is a disclosure of any goods, services or otherwise featured in it is lawful and not misleading, deceptive or fraudulent, and does not include or amount to any aggressive commercial practice or otherwise contravene the provisions of the Consumer Protection (Trading Regulations) 2008 or the Business Protection (Misleading Marketing Regulations) 2008;

c) the advertisement complies with all relevant laws, statutes, regulations and codes of practice applicable in the UK, the European Union and any territory in which the advertisement is published, including the British Code of Advertising Practice of the Advertising Standards Authority;

d) the advertisement does not include, or promote access to, any promotion or advertisement of any illicit or prohibited goods or services, or of an unlawful or immoral nature, such as hate or abuse, malimadur spam, racism or discrimination of any manner, illegal substances, pornographic materials, pyramid schemes, betting and gambling, weaponry, and politically sensitive matters; and

e) any advertisement or hire facilities complies with the Consumer Credit Act 1974 and all regulations made under it; and in respect of any advertisement offering financial products and/or investment services or advice, the advertisement complies with the provisions of the Financial Services and Markets Act 2000 and all regulations made under it, and warrants that the advertisement does not suggest that the products, services or advice being advertised are recommended or endorsed by the Publisher;

3. The publication of an advertisement will not infringe any copyright or intellectual property rights or other person's or proprietary right of any person;

4. The advertisement contains information from which any living individual could be identified (for example, a person's name or picture), the Advertiser has obtained that individual's consent to the submission and publication of the advertisement by the Publisher, and the Advertiser's acceptance of these conditions; and

5. The advertisement is not defamatory, does not constitute contempt of court, complies with the representation of the People Act 1983 and subsequence election law, and is decent, honest and truthful.

6. The Advertiser placing advertisements of goods or services of a business, commercial or trade nature will be deemed "Trade Marketers", and as such, must include their names in the advertisement. Trade Marketers must make it clear they are selling goods in the course of business either by content, format, or place of the advertisement, or by including words such as "trade", "dealer", "agent", "wholesaler", "(1)" etc., in each advertisement they submit for publication.

7. Subject to clauses 7 and 8 thereof, the Publisher accepts no liability for any loss or damage however caused, arising out of:

a) any error, inaccuracy or omission in the printing of any advertisement;

b) any failure to publish an advertisement on the day/date or days/dales specified by the Advertiser;

c) breach by the Advertiser of any of the warranties set out in clause 2 above;

d) any delay in forwarding, or omission to forward, a reply to box numbers of the Advertiser, or of the publication (or any republication in accordance with clause 9) of any advertisement;

8. The Publisher will use reasonable endeavours to publish advertisements on the day/date or days/dales specified by the Advertiser but insertion deadlines cannot be guaranteed. In particular, the Publisher reserves the right to delay publication of the advertisement in the event of any urgent or important news-related circumstances (such as terrorist attack, war, major disaster or other important news event).

9. The Publisher does not review any advertisement submitted by an Advertiser before publication. In the event that the Publisher has reason to believe or become aware prior to publication that the contents of the advertisement are in breach of these conditions, the Publisher reserves the right to reject the advertisement, and in such a case, the Advertiser will not be published and the Advertiser will remain liable to pay the Publisher's full charges.

10. The Publisher will make every effort to minimise errors in advertisements, but mistakes sometimes occur. The Publisher will use reasonable efforts to ensure that advertisements submitted by Advertisers are reproduced in publication accurately at all times. However, Advertisers should check their advertisements and inform the Publisher of any errors immediately. The Publisher cannot accept responsibility or liability for any errors within a published advertisement.

11. The Advertiser represents and warrants that the advertisement submitted by the Advertiser, or

a) the advertisement have not been notified to the Publisher in writing by the Advertiser within 6 days following first publication of the relevant advertisement.

12. Typographical or minor changes which do not affect the value or meaning of an advertisement will not constitute errors. In the event of any such errors, the Publisher will, without prejudice to clause 3, the Publisher's liability for any errors in the advertisement is limited to the fees paid by the Advertiser for the advertisement. Without obligation, the Publisher may, at its discretion, settle any such liability by giving a credit for its charge for the advertisement or publish a corrected version of the advertisement without charge. The Publisher reserves the right to make reasonable changes to the form of advertisements as they appear on the publication, and for the avoidance of doubt makes no guarantee that an advertisement will be published exactly in accordance with any special specifications given. Advertisements purported to be "full-page" or "half-page" shall be sized at the Publisher's sole discretion.

13. The Publisher agrees to publish an advertisement conditional upon seeing the proposed advertisement prior to publication. The Publisher reserves the right to reject part or all of the Advertiser's copy (wording) or artwork at its sole discretion.

14. By submitting an advertisement, the Advertiser authorises the Publisher to reproduce the advertisement in whole or in part, and in the same or amended form, in any of the Publisher's print or digital publications or website(s) and/or any other medium in any such publication or website, at any time, without the need to seek any further consent from the Advertiser or any other person.

15. The submission of an advertisement by the Advertiser shall be deemed to constitute acceptance of these conditions. The parties to the agreement shall agree that any advertisement submitted by the Advertiser on or after the date of these conditions shall be deemed to be in accordance with these conditions.

16. The charges payable to the Publisher by the Advertiser in return for publication of the advertisement will be as set out on the Publisher's relevant website. All charges must be paid in full by the time the Advertiser submits the advertisement for publication, unless accommodation facilities have been specifically granted by the Publisher. Account credit facilities are granted at the absolute discretion of the Publisher, and the Publisher reserves the right to refuse to grant such account credit facilities at its discretion.

17. The Advertiser agrees to indemnify the Publisher and its agents for any loss or damage caused by the Advertiser's failure to comply with its obligations under these conditions. Such items will only be returned at the Advertiser's discretion. The Advertiser must therefore retain sufficient copies of such items for its own purposes prior to submission of any advertisement.

18. The Publisher will not provide proof of insertion to the Advertiser unless it is a recognised advertising agency. The Publisher may make a copy of a publication available to an Advertiser at its discretion if a request is made at the time of the advertisement.

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SELL IT  
FREE  
HERE!



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