

# CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS

In these Conditions: "the Publisher" means Advertiser Media Group."the Advertiser" means any person or company placing with the Publisher an order for the publication of an advertisement in any of the Publisher's newspapers, other publications and/or hosted websites.

For the avoidance of doubt, in this section the words "published" or "Publication" shall mean published in any newspaper and/or on any Website(s) owned and produced by the Publisher.

Orders for insertion of advertisements in the Publication and/or on the Website are accepted subject to the following conditions:

**Warranty.** The placing of an order constitutes a warranty from the Advertiser and/or advertising agency to the Publisher:

- i. that the advertisement is legal, decent, honest and truthful, complying with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with the requirements of current legislation; and
- ii. that the advertisement is not defamatory and does not infringe the copyright, moral rights or any other rights of any third party.

**Links.** No hyperlinks or metatags may be included in any advertisements save with the express prior permission of the Publisher.

**Indemnity.** The Advertiser and/or advertising agency agrees to indemnify the Publisher in respect of all costs, claims, damages, or other charges arising directly or indirectly as a result of the publication of the advertisement(s).

**No Guarantee.** While every endeavour will be made to meet the wishes of advertisers, the Publisher does not guarantee the publication of any particular advertisement or its publication on any particular date or in a particular part or edition of the publication/website or to be inserted under a particular classification.

**Errors.** It is the responsibility of the Advertiser/advertising agency to check the first appearance of any series of advertisements and notify the Publisher immediately of any errors. The Publisher assumes no responsibility for the correction of errors unless notified by the Advertiser. In the event of any error, misprint or omission in the Publication or the Website of an advertisement or part of an advertisement (however caused) the Publisher will either re-publish the advertisement or relevant part of the advertisement as the case may be or make a reasonable refund of or adjustment to the cost. No re-publication, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement.

**Limitation of Liability.** In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed: the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which liability arose; or, the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which the liability arose. With the exception of the above, the Publisher accepts no liability in respect of

- i. any loss or damage caused directly or indirectly as a result of publication of any advertisement
- ii. any loss or damage caused directly or indirectly by a total or partial failure (however caused) of publication of any advertisement
- iii. any loss or damage caused directly or indirectly by a total or partial failure (however caused) of publication, title or website in which any advertisement is or was scheduled to appear.

Without prejudice to the above, the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward replies to box numbers to the Advertiser (however caused). The advertiser hereby authorises the Publisher to return to its originator or destroy any communication which, in the reasonable opinion of the Publisher, should not be delivered to the Advertiser. The Publisher may refuse any advertisement or if already accepted, cancel the order at any time by giving reasonable notice before the next insertion, but in that event, the Advertiser/advertising agency shall not be liable for payment of the difference (if any) between the rates for the series specified in the order and the usual price for the series of insertions which has appeared when the order is stopped.

**Refusals and Amendments.** Mail order advertisements will not be accepted for publication by the Publisher unless the Advertiser completes and returns to the Publisher a Mail Order Guarantee Form, produced by the Newspaper Society, prior to the deadline for publication of the advertisement.

**Cancellation.** An advertising agency may cancel any unexpired part of an order without penalty in the event of the death or failure of its client. Orders cannot be cancelled once the Publisher has commenced to carry out the order in accordance with the first publication date requested by the Advertiser. In other cases the Publisher will require seven clear working days' notice of cancellation of any order or unexpired part of an order, or in the case of an advertisement which by reason of its position is chargeable at a premium rate, not less than twenty-eight clear working days' notice. All cancellations must be notified in writing. E-mail notification of cancellation is not acceptable. It is the responsibility of the Advertiser to retain a note of any 'stop number' issued by the Publisher.

**Copyright.** The copyright for all purposes in all artwork, copy, video, audio and other material which the Publisher or his employees have originated, contributed to or reworked shall vest in the Publisher. The Advertiser authorises the Publisher to record, reproduce, publish, distribute and broadcast (or to permit the same) all advertisements (including, but not limited to text, artwork, video and photographs) and to include and make them available in any information service, electronic or otherwise.

**Consents.** The placing of an order by the Advertiser, or an advertising agency on behalf of a client, constitutes an assurance that all necessary authority and consents have been secured in respect of the use in the advertisement(s) (a) of pictorial or any other representations of (or purporting to be of) living persons, and of references to any words attributed to living persons and (b) any material the copyright in which vests in a third party.

**Risk.** Any material submitted by the Advertiser is held by the Publisher at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy without notice all such property after the date of its last appearance in an advertisement unless the Advertiser has given instructions to the contrary.

**Box Numbers.** The Publisher will endeavour to forward all replies to a box number to the Advertiser as soon as is possible after receipt, but the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies, howsoever caused. The Advertiser authorises the Publisher to examine material passing through boxes and to return to its originator any communication which, in the opinion of the Publisher, should not be delivered to the Advertiser. Advertisements from dealers are not accepted under a box number.

**Rates.** The rates charged for the transmission of any advertisement shall be those set out in the Publisher's rate card in force at the time the order is placed. The rate card is subject to change at any time. Copies are available on request. It is the responsibility of the Advertiser to bring to the Publisher's attention at the time of booking any discount, allowance or exemption from VAT (Value Added Tax) to which entitlement is claimed. All gross advertising rates (except classified lineage and semi display) are subject to the Advertising Standards Board of Finance (ASBOF) levy from time to time (currently 0.1 %) payable by the Advertiser to help finance the self-regulatory system.

**AMPLIFY BUSINESS CLUB® Members Volume Agreement.** If the volume agreement is terminated prior to the agreed end date you will be charged retrospectively for all the discount received i.e. the difference between the normal rate and the discounted rate on all advertising purchased during the period. In addition we reserve the right to charge you one half of all the value we would have received had you purchased the advertising space as set out above.

**AMPLIFY BUSINESS CLUB® Member Service Guarantee:** We guarantee that your Account Executive will contact you at least once each month. If we fail to provide this service we will refund your money in full for that month's advertising.

**Advertising Agencies.** Commission will only be granted to agencies formally recognised by the Newspaper Society or the Publisher at the time of placing the order. The rate of commission payable will be determined by the Publisher and may be varied or withdrawn at the Publisher's discretion at any time, subject to giving the advertising agency seven days written notice thereof. All advertising agencies claiming commission must quote order numbers for every booking made. The Publisher reserves the right to vary these terms of acceptance of advertising and payment in respect of any advertising agency at the Publisher's discretion, subject to giving the advertising agency seven days written notice thereof.

**Time of Payment.** Pre-payment may be required for any advertisement at the Publisher's discretion. Where pre-payment is not required, subject to completion and approval of a Credit Application Form.

- i. The payment due date for monthly accounts is the last day of the month after the month in which the advertisement appeared.
- ii. The payment due date for weekly accounts is 14 days from the date of invoice.
- iii. When the sum owing for weekly accounts has not been dispatched to the publisher within the agreed payment terms above (ii), a surcharge of 50% will be applied on the gross rate.
- iv. The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account
- v. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed terms.

**Data Protection.** A primary use of Advertiser personal information is for the marketing purposes of the Publisher and its associated business partners. If an Advertiser does not wish for their personal information to be used for this purpose this should be indicated at the time of booking the advertisement. Any subsequent request to remove consent for personal information to be used for marketing purposes should be submitted in writing to the Finance Director, Advertiser Media Group, Unit 9 & 10 Halifax Court, Fernwood Business Park, Cross Lane, Fernwood, Newark. NG243JP

**Disclosure of Identity.** The Publisher reserves the right to disclose the name and address and any other account details of advertisers and/or agencies to the police, trading standards officials, or any other relevant authority and, where the Publisher in its sole discretion deems it reasonable, to other third parties.

**Advertising Orders.** Advertising orders are issued by an advertising agency as a principal and must be on the agency's official form. When copy instructions not constituting an official order are issued, they shall be clearly marked "Copy instruction - not an order".

**Acceptance.** The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated on an agency's or advertiser's order form or elsewhere by an agency or an advertiser shall be void insofar as they are in conflict with them.

I understand and accept the terms and conditions: \_\_\_\_\_ Date: \_\_\_\_\_

Position: \_\_\_\_\_