

Conditions

Current Conditions of Acceptance of all advertisements or other inserted material

- 1) The term ADVERTISER, as used in these conditions, means the party who books the space in the publication and is responsible for payment.
 - 2) The term PUBLISHER, as used in these conditions, means the PUBLISHER of the publication and shall include the company operating the advertisement department for the PUBLISHER.
 - 3) The term PUBLICATION used in these conditions means the annual journal, newspaper or other periodical for which the order was placed.
 - 4) These conditions shall apply to all advertisements appearing in or distributed with the publication and any supplementary or ancillary publication produced by the PUBLISHER. Where specific conditions apply either to display or classified this will be stated.
 - 5) The copyright in all advertisements shall belong to the ADVERTISER or alternatively shall be the subject of a licence in favour of the ADVERTISER and the ADVERTISER hereby indemnifies the PUBLISHER against any claim, damage or expenses arising from any claim for breach of copyright in respect of any advertisement inserted in space booked by the ADVERTISER.
 - 6) All advertisements must comply with the British Code of Advertising Practice.
 - 7) The PUBLISHER reserves the right to refuse, amend, withdraw or otherwise deal with an advertisement submitted to them at their absolute discretion and without explanation.
 - 8) The PUBLISHER shall not be liable for any loss or damage consequential or otherwise occasioned by error, late publication or the failure of an advertisement to appear from any cause whatsoever unless:-
 - (a) resulting from the PUBLISHER'S negligence (as defined in Section 1 of the Unfair Contract Terms Act, 1977) such error, late publication or the failure of an advertisement to appear shall cause death or personal injury
 - or
 - (b) the circumstances giving rise to such loss or damage are such that the exclusion of responsibility for such loss or damage does not satisfy the requirement of reasonableness imposed by the Unfair Contract Act, 1977.
- Save as aforesaid the ADVERTISER will indemnify the PUBLISHER against any damage and/or loss and/or expense which the PUBLISHER may incur as a direct or indirect consequence of the ADVERTISER'S announcement.
- 9) Series discounts apply to advertisement orders placed in advance and completed within 12 months of date of first insertion. Failure to complete a series may result in a surcharge.
 - 10) The PUBLISHER may where necessary stipulate special charges and conditions for split runs, or other special requirements.
 - 11) In no circumstances does the placing of an order confer the right to renew on similar terms.
 - 12) The advertisement rates quoted are net of any tax that may be chargeable which will be added.
 - 13) The PUBLISHER reserves the right to increase advertisement rates at any time or to amend the terms of contract as regards space or frequency of insertion. In such event the ADVERTISER has the option of cancelling the balance of a contract without surcharge. If the ADVERTISER cancels the balance of a contract except in the

circumstances of an increase in advertisement rates all unearned series discount will be surcharged. The PUBLISHER reserves the right to surcharge in the event of insertions not being completed within the contractual period.

14)

(a)

The PUBLISHER reserves the right to refuse stop-orders, cancellations or transfers unless they are received not less than 35 days before the date of insertion for black and white advertisements, 12 weeks for colour advertisements and 12 weeks for special positions, or the specific copy deadlines of the publication whichever is the later. The PUBLISHER reserves the right to make a 50% charge for advertisements cancelled on or after copy date.

(b)

The PUBLISHER also reserves the right to refuse stop-orders, cancellations or transfers of loose inserts unless they are received not less than 28 days before the date of dispatch of the publication.

15) Where the ADVERTISER has undertaken to supply inserts which have been accepted and approved by the PUBLISHER, the PUBLISHER reserves the right to charge the rate agreed if they fail to arrive at the agreed time and place for insertion. Furthermore unless the ADVERTISER has agreed to pay any excess postage, the PUBLISHER reserves the right to withdraw the insert in the event of a higher postage rate being applied. When a PUBLISHER does refuse to accept inserts the cost incurred in producing inserts shall be borne by the ADVERTISER.

16) Copy must be supplied without application from the PUBLISHER. In the event of the copy instructions not being received by the copy date the PUBLISHER reserves the right to repeat the copy last issued.

17) If copy supplied for lineage advertisements exceeds the space ordered, the ADVERTISER will be liable for the additional cost on a pro rata basis.

18) The PUBLISHER cannot accept responsibility for changes in dates of insertion and copy unless these are confirmed in writing and in time for the changes to be made. The PUBLISHER reserves the right to charge for any additional expense involved in such changes.

19) Copy matter provided for journals printed by litho and photogravure must conform to the PUBLISHER'S requirements and any additional work involved may be charged for.

20) Provided copy is received by the stipulated copy date the PUBLISHER will provide a proof of black and white display advertisements if it is practicable to do so. Any extra proofs will be charged for. Colour proofs will only be supplied at the request of the advertiser, and these will be charged for.

Classified advertisement proofs are not supplied unless specially requested and then only for 'displayed' advertisements. Where proofs are required copy must be received 5 days earlier than the normal copy date, the PUBLISHER will then provide a proof. Any extra proofs will be charged for.

21) One voucher copy will be provided for each display advertisement. The PUBLISHER will also supply tear sheets if required.

22) The ADVERTISER shall be responsible for the insurance of all blocks, artwork and other advertisement material delivered by them to the PUBLISHER and the PUBLISHER cannot accept any liability for any loss or damage. After six months the PUBLISHER reserves the right to dispose of artwork, films and other advertisement material, with or without prior notification to the ADVERTISER, or their agent. The PUBLISHER may exercise this right without giving further notice to the ADVERTISER.

23) Where the PUBLISHER provides a Reader Enquiry Service for the benefit of their readers he shall not be contractually bound to pass such enquiries to the ADVERTISER.

24) Credit terms (account holders only) are net and must be settled within 14 days from date of publication. Advertisements for non-account holders must be prepaid. If an account is overdue the PUBLISHER reserves the

right to suspend insertions. The PUBLISHER also reserves the right to charge interest at the rate of 1.5% per month for each month or part of a month for which an account is overdue.

25) Failure by advertising agents to pay accounts in accordance with our terms and conditions will make them liable to the following reductions in any commission otherwise allowed to agencies.

(a)

3 per cent on the gross rate where the sum owing has not been paid on the due date.

(b)

A further 2 per cent making a total of 5 per cent, on the gross rate, where the sum owing remains unpaid one month or more after the due date.

26) Notwithstanding anything in these conditions to the contrary neither the PUBLISHER nor the ADVERTISER shall be liable to each other for any loss or damage consequential or otherwise caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, Act of God or other similar contingency beyond the control of either of them.

27) Without prejudice to the generality hereof these Conditions shall be read and construed in accordance with the provisions of the Unfair Contract Terms Act, 1977.

28) Complaints regarding reproduction of advertisements must be received in writing within one calendar month of the cover date.

Registered office: Mainline Media Ltd, The Barn, Oakley Hay Lodge Business Park, Great Folds Road, Great Oakley, Northamptonshire, NN18 9AS