

# Standard Terms and Conditions of Advertising in Pay Magazine

## General

1. "Advertiser" means the party responsible for the payment of charges arising from the publication of an advertisement. Persons signing the order on behalf of the Advertiser shall be deemed to have authority from the Advertiser on whose behalf they are acting or purport to act.
2. "Advertisement" means any display advertisement proposed by the Advertiser and shall also include:
  - a loose or bound-in insert,
  - an entry in a published directory or website directory,
  - recruitment advertising, or
  - any sponsorship arrangements

## Acceptance of advertisements

3. Advertisement rates are subject to revision at any time and individual orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press.
4. A minimum period of eight weeks written notice is required for all cancellations. Cancellations may be subject to a cancellation fee. Multiple (or series bookings) are considered a single order and, as such, must be cancelled in writing eight weeks prior to the first insertion of the series.
5. All advertisement copy is subject to the approval of the Publisher. The advertisement(s) should not contravene the provisions of the Trade Descriptions Act 1980. The Publisher reserves the right (in all cases without incurring any liability to the Advertiser) to:
  - (a) refuse any advertisement submitted for publication without reason or notice (returning any monies paid).
  - (b) amend any advertisement (if the Publisher considers it necessary to modify the space or alter the date or position of insertion, the Advertiser shall have the right to cancel if such arrangements are unacceptable, unless such changes are due to circumstances beyond the Publisher's control).
6. In the event of any substantial error, misprint or omission in the printing of an advertisement or part of an advertisement, except where attributable to an act or default by the Advertiser or his agents or where covered by clause 5(b) above, the Publisher will either re-insert the advertisement or make a refund of or an adjustment to the cost. No reinsertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement.
7. Any complaint concerning the reproduction of an advertisement must be lodged in writing within 4 weeks of the publication date.
8. The Publisher cannot accept liability for any errors due to inaccurate or ambiguous copy instructions.

## Rights granted

9. The Advertiser hereby grants to the Publisher throughout the world for the term of copyright and any extensions and renewals thereof, a royalty-free non-exclusive right to reproduce at the Publisher's absolute discretion the advertisement in all media.
10. The copyright on any artwork/copy contributed to an advertisement by the Publisher shall be vested in the Publisher.

## Liability

11. The Advertiser warrants that the advertisement does not contravene any Act of Parliament, nor is it in any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Codes of Advertising and Sales Promotion. Should it become apparent that this is not the case, the Publisher reserves the right to suspend the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
12. The Advertiser shall indemnify and keep the Publisher fully indemnified against any claims made and costs and losses incurred by the Publisher in respect of any claims whatsoever arising from any advertisement.
13. The Publishers shall not be liable for any loss or damage to the Advertiser's property, photographs, artwork etc held by the Publisher. The Publisher reserves the right to destroy all artwork which has been in his custody for twelve months (or in the case of annual publications, 18 months) from the date of its last appearance.
14. 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 the liability arose (however, where inserts are lost or damaged, the Publisher may also be liable for a proportion of the production costs).
15. The Publishers have no liability whatsoever for any indirect or consequential damage, including but not limited to loss of business or profits, or for any claim made against the Advertiser by any third party.
16. Notwithstanding anything in the above which may provide to the contrary, the Publishers shall not be liable to the Advertiser 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 the Publishers.

## Choice of law

17. These terms and conditions shall be governed by English law.