

Terms & Conditions For Acceptance of Advertisements

Definitions

In these Terms and Conditions:

"**Advertiser**" means the firm or company which places Orders (and shall include successors in title and assigns, any appointed Agency and any such Agency's successors in title and assigns);

"**Advertisement Copy**" means any advertising materials submitted to the Publisher by the Advertiser;

"**Advertisement**" means the advertisement provided by the Advertiser which the Advertiser intends to be published in a Publication by the Publisher;

"**Agency**" means an advertising agency appointed by and placing Orders on behalf of a third party;

"**Applicable Laws**" means all relevant laws, rules, regulations and standards including all applicable industry standards which apply including but not limited to the UK Advertising Codes as administered by the Advertising Standards Authority;

"**Charge**" means the amount payable by the Advertiser to the Publisher in respect of any Orders placed by the Advertiser;

"**Intellectual Property**" means all intellectual property rights in any part of the world;

"**Publication**" means any publication or service produced by the Publisher or its licensees or franchisees in any format.

1. Introduction

1.1 These Terms and Conditions apply to any booking placed by an Advertiser with Time & Leisure Publishing Limited (the "**Publisher**") for publication of an Advertisement in a specified Publication (an "**Order**").

1.2 By placing an Order, the Advertiser accepts these Terms and Conditions.

1.3 These Terms and Conditions shall prevail in the event of any inconsistency with any other terms and conditions.

2. Acceptance of Advertisements

2.1 Any Order placed by an Advertiser must comply with all current publication deadlines, technical specifications and limitations of the Publisher (details of which are available from the Publisher on request).

2.2 Where the Publisher has contributed to an Advertisement in a creative capacity (by designing, writing, reworking, amending) any resulting copyright or resulting Intellectual Property shall vest in the Publisher.

2.3 The Advertiser undertakes to arrange appropriate insurance in respect of any materials provided by the Advertiser in relation to any Order and/or Advertisement. Whilst the Publisher shall use reasonable endeavours to prevent damage to any material provided by the Advertiser, it shall not be liable for any loss, damage or delay in delivery thereof however or whenever suffered. Unless the Advertiser has provided instructions to the contrary (in which case it shall be responsible for any associated costs), the Publisher reserves the right to destroy (without notice to the Advertiser) any such materials in its possession 6 months following the last date of inclusion in an Advertisement.

2.4 The Publisher is not obliged to provide proof of publication of any Advertisements in any format whatsoever. Advertisers can view the latest copy of the magazines at www.timeandleisure.co.uk.

2.5 The Publisher has the right to:

(a) decline to publish any Advertisement without giving any reason for so declining without incurring any liability whatsoever to the Advertiser; and

(c) restrict, at its sole discretion, any repeat publications of the same Advertisements.

3. Errors

3.1 Subject to Condition 3.2, where an error, misprint or omission in the printing of an Advertisement or part thereof materially detracts from the Advertisement (in the sole opinion of the Publisher), the Publisher will (at its sole option) either re-insert the Advertisement or relevant part thereof in a later edition of the same or associated Publication or issue a refund of or adjustment (which the Publisher deems reasonable) to the Charge. The Publisher shall have no liability for replicating errors in Advertisement Copy provided by the Advertiser.

3.2 In no circumstances shall the total liability of the Publisher for any error, misprint or omission in relation to the publication of any Advertisement pursuant to an Order exceed:

(a) an amount equal to the corresponding Charge;

(b) the cost of a further or corrective advertisement of a type comparable (in the sole opinion of the Publisher) to that specified in the Order.

3.3 It is the responsibility of the Advertiser to check the first insertion in relation to a series of Advertisements being placed and notify the Publisher immediately of any errors. The Publisher shall have no responsibility or liability to the Advertiser in respect of repetition of errors included in any Advertisement unless notified in reasonable time by the Advertiser.

4. Cancellation

4.1 The Publisher reserves the right (without incurring any liability in respect to any loss or damage sustained by the Advertiser) to cancel any Order (or part thereof) by giving reasonable notice to the Advertiser. The Publisher also reserves the right to omit or to refuse to publish, or to change the position of or suspend any Advertisement or any part thereof or series of Advertisements notwithstanding the fact that the Advertisement has been accepted for publication, without incurring any liability in respect to any loss or damage sustained by the Advertiser.

4.2 Where the Advertiser or Agency wishes to cancel an Order (or part thereof), it shall give the Publisher 4 weeks' notice in writing prior to the copy deadline for the Advertisement. Failure to do so will result in the Advertiser being liable for the full cost of the Advertisement, to be paid according to their usual account terms.

4.3 Where a series of Advertisements constitutes an Order (a "**Series Order**") and the cancellation notice required by Condition 4.2 above is not provided by the Advertiser, any discount applied to the Charges in relation to the Series Order shall not apply and the Advertiser shall be liable to pay in full the Publisher's current rate for any parts of the Series Order which have not been cancelled.

4.4 Where an Advertiser fails to pay the Charges in accordance with Condition 5 or where an Advertiser is in breach (or the Publisher suspects the Advertiser is in breach) of any of these Terms and Conditions, the Publisher shall have the right to cancel an Order (or part thereof) without prior notice to the Advertiser.

5. Charges and Payment

5.1 Except where otherwise stated, all Charges are exclusive of VAT which will be charged at the prevailing rate.

5.2 Advertisers must pay in advance of publication until credit terms are agreed in writing with the Publisher.

5.3 Advertisers must pay according to their agreed credit terms. Failure to meet these terms will result in the Advertiser forfeiting any discount which the Publisher has previously agreed on Advertisement Charges.

5.4 In the event that Advertisement Copy is not received by the Publisher by the copy deadline and the Order has not been cancelled in accordance with Condition 4.2, the Advertiser shall be liable to pay the full cost of the Order.

5.4 Advertising Agency commission shall not exceed 10% of the Advertisement Charge.

5.5 Any queries in relation to the Charges or any other item contained in an invoice must be notified to the Publisher's accounts department (details of which shall be set out on the invoice) within 7 days. Queries notified to the Publisher after the 7 day notice period has expired will not be accepted and the invoice shall remain payable in full. A query in relation to a specific item contained in an invoice for Charges shall not affect the due date of payment of the balance of the Charges contained therein.

5.6 Time for payment shall be of the essence.

5.7 The Publisher shall charge interest on any unpaid amounts from the date payment fell due until receipt of the amount at a rate of 8% per annum, which shall be charged daily and compounded per calendar month until such amount is received by the Publisher.

5.8 Agency commission shall not be payable if the Agency fails to meet the agreed payment terms.

5.9 The Publisher reserves the right to levy an administration charge at the current or prevailing rate, details of which are available on request, for each and every payment made by the Advertiser either in full or partial settlement of an account where that payment is subsequently dishonoured.

5.10 Where an Advertiser appoints an Agency to act on its behalf, the Advertiser will remain jointly and severally liable for payment in respect of Advertisement Charges.

5.11 The Advertiser agrees that when placing an Order, the Publisher may carry out a credit search through a credit-referencing agency which will be recorded and shown when subsequent searches are made. The Publisher will only use the information from these searches to make credit-granting decisions in relation to payment of Charges and, if necessary, for fraud prevention or tracing debtors.

6. Limitation of Liability

6.1 The Publisher will use reasonable endeavours to meet the reasonable requests of Advertisers although the Publisher does not guarantee the publication of any Advertisement in accordance with the corresponding Order and shall not be liable to the Advertiser for any loss of profit, indirect loss of profit or damage incurred by the Advertiser as a result of total or partial failure of publication of any Advertisement, or distribution of any Publication in which any Advertisement is scheduled to appear.

6.2 The Publisher's limitation for liability for errors, misprints or omissions is stated in Condition 3.2.

6.3 All digital services are maintained by the Publisher's hosting service providers. Whilst the Publisher will use reasonable endeavours to ensure the continuity of these services, it will not be liable to the Advertiser in any respect if any such services are delayed or prevented by any cause beyond its reasonable control.

7. Data Protection

7.1 The Publisher may record and use the Advertiser and, where applicable, Agency details to perform its obligations under these Conditions.

7.2 The Publisher may use Advertisers' details to contact them for feedback relating to their Advertisements and matters related to the performance of the Publisher.

7.3 The Publisher may hold Advertiser details on record for a reasonable period and contact Advertisers about future advertising opportunities it believes may be relevant.

8. Warranty

8.1 The Advertiser warrants and undertakes that:

(a) it will be responsible for obtaining and paying for all necessary licences and consents for the publication of any materials contained in any Advertisement;

(b) no Advertisement will infringe the Intellectual Property rights or other rights or be defamatory to any third party or the Publisher;

(c) no Advertisement will be in breach of or contrary to any Applicable Laws, or likely to cause annoyance or distress to any person.

9. Indemnity

9.1 The Advertiser will indemnify and keep indemnified the Publisher against all losses, claims, liabilities, costs, charges, expenses and damages (of any kind irrespective of whether they were reasonably foreseeable or avoidable) incurred or suffered by the Publisher arising from the breach of the warranties set out above or in any manner whatsoever including as a result of or arising out of the publication of any Advertisement or other materials provided by or published on or on behalf of the Advertiser.

9.2 This indemnity shall include all costs, losses and expenses incurred by the Publisher in respect of actual or threatened legal action arising from the publication of any Advertisement.

10. Waiver

10.1 Any delay or waiver or failure to elect by the Publisher in exercising its rights under these Terms and Conditions or otherwise shall not limit or restrict the future exercise or enforceability of those rights.

11. Governing law and jurisdiction

11.1 These Terms and Conditions are governed by and construed in accordance with the laws of England.

11.2 The courts of England have exclusive jurisdiction to settle any claim arising out of or in connection with these Terms and Conditions or the legal relationships established by these Terms and Conditions.