

NewBay Media Europe Ltd Standard Terms and Conditions Of Acceptance of Advertisements

1. These conditions, together with any relevant conditions which may be set out elsewhere on the Publisher's rate card (but in the event of inconsistency these conditions should prevail), shall apply to all advertisements, insets, inserts, sponsored articles or features ('advertisements') accepted for inclusion in hard copy and digital editions of publications published by NewBay Media Europe Limited ('NewBay Media') under licence from its licensors. Any other proposed condition shall be void unless incorporated clearly in written instructions and specifically accepted by NewBay Media. For the avoidance of doubt, these terms and conditions are also applicable, where relevant, to the sale of advertisements accepted for inclusion in other digital format provided by NewBay Media, including Mobile Advertisements.

2. All advertisements are accepted subject to NewBay Media's approval of the copy and to the space being available.

3. If it is intended to include in an advertisement a competition or a special of merchandise, other than that normally associated with the advertised product, full details must be submitted at the time of booking.

4. NewBay Media reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage or breach of contract shall arise. Should such omission or suspension be due to the act or default of the Advertiser or his servants or agents then the space reserved for the advertisement shall be paid in full notwithstanding that the advertisement has not appeared. Such omission or suspension shall be notified to the Advertiser as soon as possible.

5. If NewBay Media considers it necessary to modify the space or alter the date of position of insertion or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond NewBay Media's control. Every care is taken to avoid mistakes but NewBay Media cannot accept liability from any loss arising from the late appearance or non publication of any advertisement.

6. The Advertiser warrants that the advertisement is not illegal, defamatory, an infringement of any other party's rights or an infringement of the British Code of Advertising Practice. Country of origin (other than the United Kingdom) of goods advertised must be shown in advertisements to the extent necessary to comply with applicable legal and/or regulatory requirements.

7. The Advertiser will indemnify NewBay Media fully in respect of any claim made against NewBay Media or its licensors arising from the advertisement. NewBay Media will consult the Advertiser as to the way in which such claims are to be handled.

8. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds NewBay Media only in respect of the next issue to go to press. In the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.

9. If the Advertiser cancels the balance of an agreed programme of advertisements, except in the circumstances set out in clauses 5 or 8 above, it relinquishes any right to a pre-agreed series discount to which it was previously entitled and advertisements forming part of such programme (both those published and those not yet published) will be paid for at the appropriate rate set out in the rate card from time to time.

10. Discounted rates negotiated in respect of a series of advertisements apply only if the order is completed within 12 months of the date of the first insertion. Failure to comply will require all advertisements forming part of the series to be charged at the appropriate rates set out in the rate card from time to time.

11. Accounts are due for settlement within 30 days of the due date of invoice. In the event of any account becoming overdue, NewBay Media reserves the right both to suspend insertions due under order or until such time as the sum owing is paid and to reduce any commission otherwise allowed to advertising agencies. Interest is chargeable on overdue accounts at the maximum rate permitted by applicable law. All gross display advertising rates are subject to the current Advertising Standards Board of Finance surcharge payable by the Advertisers. Where orders are placed by Advertising Agents the Agency will be responsible for collecting this surcharge and paying to the Advertising Standards Board of Finance ('the Board'). Where the Advertiser places advertising directly, NewBay Media will invoice the relevant surcharge and distribute this to the Board without deduction.

12. NewBay Media reserves the right to recover all additional costs incurred that arise as a result of the acts or defaults of the Advertiser or its Agent. Complaints regarding publication of advertisements must be received by NewBay Media in writing within one calendar month of the cover date.

13. At least 4 weeks' notice written prior to copy date is required to stop, cancel or suspend an insertion with no penalty payable. For any insertions cancelled after this date, the Advertiser will be liable to 50% of the agreed rate, and for any insertions cancelled 2 weeks prior to copy date the Advertiser will be liable to pay the full rate for the insertion.

14. As workflow is fully digital hard copy proofs are not provided unless specifically requested and then may be subject to an additional charge.

15. If copy instructions are not received by agreed copy date NewBay Media reserves the right to repeat the most appropriate copy.

16. Advertiser's property, artwork, etc are held at the Advertiser's risk. Advertiser's artwork, film positives and/or negatives, photographs and transparencies will be returned on request by NewBay Media via Royal Mail post and at the risk of the relevant owner and should be insured against loss or damage from whatever cause. NewBay Media reserves the right to destroy all artwork which has been in his custody for twelve months from the date of its last appearance.

17. For the purpose of these conditions, Advertiser shall refer to the Advertiser or its Agent whichever is the principal. 'Advertisement' includes loose or other inset where appropriate.

18. These Conditions shall be governed and construed in accordance with the laws of England and Wales. Any dispute concerning these Conditions (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the English courts.