

Advertising Terms & Conditions

- 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 GT Design and Print Ltd.
- 3 The term publication used in these conditions means the medium in which the advertisement was/is placed.
- 4 These conditions shall apply to all advertisements appearing in or distributed with a publication and any supplementary or ancillary publication produced by the publisher.
- 5 All advertisements must comply with the British Code of Advertising Practice.
- 6 All advertisements published by the publisher are deemed to be warranted by the advertiser not to be in contravention of English Law. In any event the advertiser hereby agrees to indemnify the publication against any claim, damage or expenses arising from any claim under the legislation in respect of any advertisement inserted in space booked by the advertiser.
- 7 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.
- 8 The publisher reserves the right to refuse, amend or withdraw advertisements without notice.
- 9 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. 10 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.
- 11 In no circumstances does the placing of an order confer the right to renew on similar terms.
- 12 Advertisements shall be placed in accordance with the advertisement rates in force at the time the order is placed and it shall be the responsibility of the advertiser to ensure that she/he has appraised the rates in force at the time. The advertisement rates as quoted are net of any tax which may be chargeable and which will be added to the price to be paid by the advertiser. (These prices are non-negotiable.)
- 13 The publisher reserves the right to increase the 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 the 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 The publisher reserves the right to refuse stop-orders, cancellations or transfers unless they are received not less than one week before deadline date of insertion, or the specific copy deadlines of the publication whichever is the later.
- 15 Series discounts apply only to advertisement orders placed in advance and paid on or before the date stated on the invoice.
- 16 The publisher may where necessary stipulate special charges and conditions for split runs, or other special requirements.
- 17 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.
- 18 Proofs of all design work submitted for the advertiser's approval by the publisher shall incur no liability for any errors not corrected by the customer in proofs so submitted. Advertiser's alterations and additional proofs could be charged extra. Where the publisher does not provide proofs, every care will be taken during typesetting but the publisher accepts no liability for errors.
- 19 The publisher cannot accept responsibility for changes in dates of insertion and copy unless these are confirmed in writing in time for changes to be made. The publisher reserves the right to charge for any additional expense involved in such changes.
- 20 The advertiser shall be responsible for the insurance of all advertisement material delivered to the publisher and the publisher cannot accept any liability for any loss or damage.
- 21 A credit account is only established subject to the publisher's credit terms. Credit references may be requested and a credit rating agency may be contacted. The publisher reserves the right to reduce a credit limit or cancel a credit account at anytime. Any credit account established for an advertiser must be settled within 30 days of the order being placed. If an account is overdue the publisher reserves the right to suspend advertisements or insertions without prior notice to the advertiser, and also to charge interest on the outstanding balance at the rate of 5% per month or part of a month for which an account is overdue.
- 22 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% on the gross rate where the sum owing has not been paid on the due date;
 - (b) A further 2%, making a total of 5%, on the gross rate, where the sum owing remains unpaid one month or more after the due date.
- 23 Disputes regarding invoices must be received in writing within 30 days from the invoice date.
- 24 The publisher reserves the right to change any of the terms and conditions at any time.