

Terms of acceptance of advertisements – pmb media Ltd

Orders for insertion of advertisements in publication produced by Masterclass Publications Limited (“the publishers”) are accepted subject to the following terms:

These Terms supersede all previous agreements. Advertising agencies will, in addition, be subject to the Terms contained in Clause 17.

1. PAYMENT TERMS

- (a) Approved Monthly Credit Account. The date of payment is within 30 days from date of invoice.
- (b) Any invoice outstanding beyond agreed terms will be referred to our debt collection agent and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.
- (c) The exercise of a query on any individual items in an account shall not affect the due date of payment of the balance of the account.

2. PRICES

Prices are subject to a variation without notice and whilst the Publishers will endeavour to maintain quoted rates of 6 weeks for ordered advertisements, they reserve the absolute right to increase prices between acceptance of the order and publication without reference to the advertiser/advertising agency.

- (a) Advertising copy shall be legal, decent, honest and truthful; shall comply with the British code of Advertising Practice and all other codes of the Advertising Standards Authority; and shall comply with the requirement of current legislation
- (b) Submission of an advertisement is deemed to imply that the copy complies with the requirements of the Trade Description Act 1968, and the advertiser will indemnify the Publisher in respect of any claim or liability resulting from a breach of the Act.
- (c) Advertisers are required to ensure that their advertisements comply with the Sex Discrimination Act 1975, and will indemnify the Publishers in respect of all liability of claim resulting from any breach of the Act. Where any advertisement implies an intention to discriminate on the grounds of sex, then the copy must be accompanied by a signed written statement as to which exemption is being claimed. The Publishers reserve the right to alter or reject any copy not accompanied by such statement.
- (d) Advertisers are required to ensure that their advertisements comply with the Business Disclosure Orders or Regulations made relating to, or affecting, the publication of advertisements, and will indemnify the Publisher in respect of any liability or claim arising from any breach.
- (e) The Publisher reserves copyright to any graphic image published in any of its publications. Photographic or other reproduction of such an image is expressly forbidden irrespective of who holds the copyright to the original work. The copyright for all purposes in all artwork, copy and other material which the Publisher or his employees have contributed to or reworked shall vest in the Publisher.

4. The placing of an order by an advertiser, or an advertising agency on behalf of a client, constitutes an assurance that all necessary authorities and permissions have been secured in respect of the use in advertisement(s) of pictorial representations of (or purporting to be of) living persons and of references to words attributed to living persons.

5. The advertiser and/or advertising agency agrees to indemnify the Publisher in respect of all costs, damages or other charges falling upon the magazine as a result of legal actions or threatened legal actions arising from the publication of the advertisement, or any one or more of a series of advertisements, published in accordance with copy instructions supplied to the Publisher in pursuance of the advertiser's and of advertising agency's order. In any case where a claim is made against the Publisher is used and the advertiser or these Terms, notice in writing shall be given to the advertiser and or advertising agency of the claim.

6. INSERTION

Whilst every endeavour will be made to comply with requirements of advertisers, the Publisher does not warrant that any particular advertisement will appear in a specified issue, or at all.

7. CLASSIFICATION

The Publishers reserve the right to decide the correct classification for any advertisement.

8. Conditions attached to or contained or referred to in any order which conflict with these Terms shall be void.

9. (a) Special Requests: Special requests or preference as to position of Run of Magazine Spaces will not be accepted without further and separate agreement with the Publishers and then only at additional rates as agreed before insertion.

10. RENEWAL

The acceptance of an order does not confer the right to renew on the same terms. Rates quoted are subject to revision and the right is reserved to vary terms of any further agreement.

11. QUALITY OF REPRODUCTION

The Publishers will make every endeavour to reproduce and print the advertisements to as high a quality as possible but can give no guarantee to the quality whatsoever.

12. CANCELLATION

- (a) The Publisher reserves the right to require twenty-eight clear days notice prior to the deadline of publication of cancellation in respect of any order or unexpired part of an order.
- (b) The Publisher agrees that advertising agencies may cancel any unexpired part of an order without penalty in the event of death or failure of the client, but only upon production of acceptable documentary evidence.
- (c) Cancellation of Advertisements in special publications will only be accepted provided that 28 clear days notice is given prior to the publication date, or in the case of special positions 40 clear days.

13. (a) the Publishers reserves the right to cancel the order at any time by giving notice before publication (without any liability whatsoever) but in the event, the advertiser/advertising agency shall incur no loss of volume discount (if any applies)

14. ERRORS

In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement (not being a matter covered by Clause 13 of this contract) the Publisher will either reinsert the advertisement or any relevant part of the advertisement, as the case may be, or make a reasonable refund or adjustment to the cost. No re-insertion, refund or adjustment will be made where an error, misprint or omission does not materially detract from the advertisement of which the Publisher shall be in the sole arbiter. It is hereby expressly agreed that the Publisher's maximum liability in respect of and arising out of any error, misprint, omission or failure to print shall not exceed:

- (a) the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which the liability arose.
- (b) The cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with the liability arose.

Omissions or wrong advertisements will only be made up with the agreement of the advertiser/advertising agency.

15. Liability is not accepted by the Publisher for any loss or damage whatsoever to artwork which will, in any event, be destroyed 6 months after publications, unless its return is specifically requested in writing at the time of placing the order.

16. Artwork and/or separations, photographs, discs and CDs will be returned if requested but no guarantee can be given regarding quality, damage or marking of such material.

17. ADDITIONAL TERMS APPLICABLE TO ADVERTISING AGENCIES

- (a) Commission 10% full agency service.
- (b) Advertising Agencies are deemed to be incorporated in these conditions specifically extended to any personal guarantee given by request of any unsatisfactory liabilities to the Agency in the event of the Agency's liquidation or insolvency. Such guarantee is part of the conditions of acceptance.
- (c) Advertisement orders are issued by an Advertising Agency as a principal and must be on the Agency's official order form. (when a copy instructions not constituting an official order are issued, they shall be clearly marked at the head "Copy instructions – Not an order").
- (d) Voucher copies, tear sheets or other proof of insertion, as agreed, are to be supplied to the Agency as soon as possible after publication.