

STANDARD CONDITIONS OF ACCEPTANCE FOR PUBLICATION OF ADVERTISEMENTS ON BEHALF OF ADVERTISERS



Acceptance

1. The advertisement is accepted on the understanding that the relationship between the Advertiser and Metropolis Business Publishing (the Publisher) is governed by the conditions set out below. Unless specifically approved in writing by the Publisher, the conditions stipulated on an Advertiser's order form or anywhere else shall be void. Conditions which are contained in order forms other than those of the Publisher and which do not conform to, or are in addition to the Publisher's conditions, will not be recognised as binding. Special conditions will be subject to express written agreement by the Publisher.
2. For the purpose of these conditions, "Advertiser" shall refer to the contractual principal, that is the party responsible for payment of charges arising from the publication of the advertisement.
Where appropriate, "advertisement" includes a loose or bound-in insert, e-cards, product cards, list rental, telemarketing, online sponsorship and banners.

Rates & Payment

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. All gross display advertising rates are subject to the current Advertising Standards Board of Finance (ASBOF) surcharge, payable by the Advertiser in order to fund the system of self-regulatory control.
Advertisement rates are exclusive of value added tax, which will be added at the prevailing rate(s) when the advertisement is invoiced unless the rate is specifically stated to be inclusive of taxes.
4. The advertiser must pay within 30 days after the date of the invoice. The publisher reserves the right (without prejudice to the publisher's other rights and remedies) to charge interest on the past due uncontested amounts at an annual rate of 5% above the base rate of Bank of Scotland for the time being in force.

Publisher

5. The Publisher reserves the right to refuse any information submitted for publication, and in this respect the Publisher's decision is final. All information is accepted subject to the Publisher's approval of the copy and to the space being available.
6. The Publisher reserves the right to amend any copy where necessary.
If the Publisher considers it necessary to modify the space or alter the date or position of insertion, the Advertiser will have the right to cancel if such arrangements are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control.
7. The Publisher cannot stop orders, cancellation or transfers unless they are received in writing within the Publisher's stated final copy dates. These are:-
 - For weekly and twice monthly publications, at least six weeks' notice prior to cover date is required to stop or suspend a monotone insertion. At least eight weeks' notice prior to cover date is required to stop or suspend a colour or insertion.
 - For all monthly publications, notice of cancellation of any advertisement is required in writing, at least six weeks prior to date of publication.

8. The Publisher cannot accept liability for any errors due to inaccurate copy instructions. Charges will be made to the Advertiser where the printers are involved in extra production work owing to acts or defaults of the Advertiser or its agents. These charges will be in accordance with publicised rates current at that date.
9. If written copy instructions are not received by the agreed copy date, no guarantee can be given that proofs will be supplied or corrections made and the Publisher reserves the right to repeat the most appropriate copy.
10. Where the Publisher provides a Reader Enquiry Service for the benefit of its readers, it shall not be contractually bound to pass such enquiries to the Client/Advertiser or any other person.
11. The Publisher cannot accept responsibility for changes in dates of insertion and copy unless these are confirmed in writing and received by the Publisher in time for the changes to be made. The Publisher reserves the right to charge for any additional expenses involved in effecting such changes.

Advertisers

12. The Advertiser warrants that no Work:
 - (i) shall infringe or prejudice the rights of any third party (including without prejudice to the generality of the foregoing, intellectual property rights);
 - (ii) shall be defamatory of any third party;
 - (iii) shall constitute unfair competition or any like tort or civil wrong;
 - (iv) shall infringe any laws, regulations and voluntary codes of conduct within the countries within which the Work is to be used;
 - (v) shall infringe the British Code of Advertising Practice
13. And the Advertiser further undertakes to indemnify and to keep indemnified Metropolis Business Publishing against any costs, claims and expenses which result directly or indirectly from any breach of any of the above warranties.

Errors

14. In the event of any error, misprint or omission in the printing of the Advertisement, except where attributable to a default by the Advertiser or its agents or where covered by Clause 6 above, the Publisher will make an adjustment to the cost. No re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement. In no circumstances shall the total liability of the Publisher for any error, misprint or omission 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, or
 - (b) the cost of a further or corrective advertisement of a similar type and standard to the advertisement in connection with which the liability arose.

Any complaint concerning the reproduction of an advertisement must be received in writing by the Advertiser within four weeks of the publication date.

GENERAL

15. Advertisement copy must be supplied by the Advertiser or its agent in accordance with the mechanical data agreed with the Publisher.

16. Copy matter must conform to the Publisher's requirements and charges may be made if the Publisher is involved in any additional work. Thus the cost of making duplicate films or any necessary reprographic or origination work on material which is not supplied in strict accordance with copy requirements, will be charged to the Advertiser.
17. If it is intended to include a competition or a special offer within an advertisement, full details should be submitted at the time of booking. Competitions and promotions must comply with the British Code of Sales Promotion Practice.
18. The Advertiser's property and artwork etc. are held at its own risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been in its custody for twelve months from the date of its last appearance.
19. Notwithstanding anything in the above which may provide to the contrary, neither the Publisher nor the Advertiser shall be liable to one another 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 party.
20. These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.