

Bullivant Media Ltd - Terms & Conditions

1. GENERAL

- 1.1. These Terms and Conditions apply to the insertion of advertisements in publications published or distributed by Bullivant Media Limited ("the Company") and shall apply to the exclusion of any terms and conditions stipulated by an advertiser which shall be of no effect insofar as they conflict with these Terms and Conditions;
- 1.2. The placing of an order is deemed to constitute a warranty by the advertiser that the advertisement is legal, decent, honest and truthful and complies with the British Codes of Advertising and Sales Promotion, and with any relevant codes of practice and with the requirements of current legislation;
- 1.3. Whilst every endeavour will be made to meet the wishes of advertisers, the Company does not guarantee the insertion of any particular advertisement in any particular issue on any particular date;
- 1.4. Without prejudice to any other terms and conditions herein the Company reserves the right:
 - 1.4.1. to decline to publish any advertisement and shall not be obliged to explain or justify any such refusal to accept an advertisement; and
 - 1.4.2. to cancel an order given to the Company by an advertiser at any time upon the giving to the advertiser of reasonable notice prior to the date upon which the advertisement was due to appear;
- 1.5. The responsibility for the placing of an order by an advertiser (whether or not the same shall be by or for the benefit of the advertiser, an advertising agency or some third party) shall be and belong to the party who places the advertisement (who shall be deemed to warrant to the Company that all necessary authority and permission has been secured in respect of the use of pictorial representations of (or purporting to be of) living persons, and of references to the words attributed to living persons) and who (for the avoidance of doubt) shall be responsible for the cost thereof and for any loss or damage which may ensue in connection with the publication of any such advertisement.
- 1.6. Advertisements in foreign languages will only be accepted if they are accompanied by an official receipted translation of the ad in English. We reserve the right not to accept ads that may be considered politically motivated or offensive to our Readers.
- 1.7. The company may monitor and record calls. We do this for training purposes and to improve the quality of our services.

2. PAYMENT AND CREDIT TERMS

- 2.1. All advertisements must be pre-paid save where an advertiser has entered into a credit arrangement with the Company ("Credit Customer");
- 2.2. Credit Customers shall settle invoices within the credit period offered by the Company;
- 2.3. An advertisement ordered by the Credit Customer shall be regarded as a separate contract between the Company and the Credit Customer and in the event of any query or dispute relating to an invoice the Credit Customer shall not be entitled to delay payment of or otherwise refuse to settle any other invoice/s by virtue thereof;
- 2.4. In the event of a dispute by an advertiser (whether by a Credit Customer or otherwise) the advertiser must notify the Company of any query or complaint within 7 days of the date of issue of the invoice which is the subject of dispute. In respect thereof time shall be deemed to be of the essence;
- 2.5. Discounts offered to Credit Customers shall only apply where the invoices relating thereto are settled within the agreed credit period. Where invoices are not so settled the Company shall have the right to issue supplementary invoice/s in respect of the forfeited discount and surcharge by way of interest at the rate of 2% above the base rate of Bank of Scotland from time to time for the period from the due date of payment up to the date upon which payment is made such interest being applied to the value of any relevant invoice without benefit of discount;
- 2.6. All advertisements are subject to VAT unless a valid VAT Exempt Certificate shall have been produced by the advertiser prior to the date of invoice.

3. ERRORS AND/OR OMISSIONS

- 3.1. In the event of failure by the Company (howsoever caused) to publish the publication in which an advertisement is or was scheduled to appear the advertiser shall be entitled to a full refund but shall not be entitled to any further compensation whether in relation to consequential loss or damage or otherwise;
- 3.2. Subject always as hereinafter set out, in the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement, the Company will either re-insert the advertisement or the relevant part of the advertisement (as the case may be) in a future publication or make reasonable refund of or adjustment to the cost PROVIDED ALWAYS that:
 - 3.2.1. no re-insertion, refund or adjustment will be made where the error, misprint or omission or alleged error, misprint or omission is not the fault of the Company and/or does not materially detract from the effectiveness of the advertisement;
 - 3.2.2. no reinsertion, refund of or adjustment to the cost shall be made where any error misprint or omission or alleged error, misprint or omission has appeared on a proof which the client has previously approved by the client or their agent;
- 3.3. The liability of the Company for any error, misprint or omission or alleged error misprint or omission shall not under any circumstances exceed the greater of:
 - 3.3.1. the price paid to the Company for the advertisement in connection with which the error, misprint or omission or alleged error, misprint or omission arose;
 - 3.3.2. or the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in which any error, misprint or omission or alleged error, misprint or omission arose;
- 3.4. It shall be the responsibility of the advertiser (or advertising agency as the case may be) to check the first insertion of any series of advertisements and to notify the Company immediately of any errors. The Company assumes no responsibility for the repetition of errors unless the advertiser shall have so notified the Company and the Company shall have failed to rectify the same.

4. COPY

- 4.1. All copy is subject to approval of the Company and/or its publishers and the Company reserves the right to make any alteration to an advertisement which is considered necessary or desirable and to require artwork or copy to be amended to meet the approval of the Company and/or its publishers;
- 4.2. The Company shall not be responsible for loss of or damage to artwork howsoever caused;
- 4.3. Orders from advertisers are accepted by the Company on the basis that the advertiser acknowledges that pages in the Company's publication may vary by a small percentage in size to suit technical requirements of differing printing presses and that the use of full colour or spot colour, may vary in quality of reproduction;
- 4.4. In the event that the advertiser requires a guarantee of a particular position in any publication, then the advertiser shall pay the full (non-discounted) rate plus a 25% surcharge and if the Company shall fail to procure the placing of the advertisement in the guaranteed position, then a full credit/refund will apply;
- 4.5. In any circumstances other than where the Company specifically guarantees the position of an advertisement as hereinbefore mentioned, (and whilst the Company will use all reasonable endeavours to comply with the advertiser's preferred position for an advertisement), the same is not guaranteed and any failure by the Company to so comply with the wishes of an advertiser shall not entitle the advertiser to any credit or refund;
- 4.6. Whilst the Company will use all reasonable endeavours to comply with advertiser's requests that their particular trade advertisement does not appear on the same page as a similar trade advertisement, the company cannot guarantee that they will comply with this request unless the full non discounted rate plus a 25% surcharge is paid, In this event, if the company fails to comply with the request, then a full credit/refund will apply.

5. ARTWORK & COPYRIGHT

- 5.1. For all purposes, copyright in artwork, copy and other material ("Artwork") which the Company and/or its publishers or employees have originated, contributed to or re-worked, shall be and remain vested in the Company and/or its publisher;
- 5.2. The advertiser acknowledges that the Artwork and any other artwork held by the Company is so held at the risk of the advertiser and the advertiser HEREBY WARRANTS to the Company that the advertiser holds adequate insurance cover against loss of or damage to the same from whatsoever cause;
- 5.3. Save where the advertiser has given contrary instructions to the Company and the Company has accepted those instructions, the Company (for itself and its publishers) reserves the right to destroy without notice the Artwork which has been in its or their custody or control for a period of 2 months following the date upon which it was last used in the creation of an advertisement.

6. CANCELLATION

- 6.1. Notice of cancellation must be in writing to the Company and will not be accepted by telephone;

7. BOX NUMBERS

- 7.1. Subject as hereinafter mentioned the Company will make Box numbers available to advertisers for the receipt of bona-fide replies to certain advertisements only and will forward replies as soon as practicable. The advertiser acknowledges that the Company does not warrant the promptness or speed of forwarding replies and that the Company shall have no liability in respect of any loss or damage or alleged loss or damage arising or alleged to arise as a result of delay in forwarding replies;
- 7.2. Box Numbers are not available for the distribution of trade canvassing matter;
- 7.3. Box Numbers may not be used for transmission of original testimonials, goods, cash, stamps or payment of any kind and the advertiser HEREBY AUTHORISES the Company to return to its originator any communication which, in the opinion of the Company, should not be delivered to or received by the advertiser;
- 7.4. The Company reserves the right to disclose the name and address of advertisers and/or advertising agencies to any relevant authority or other third party where it is required so to do by law or where, in the opinion of the Company, it would be proper or prudent to do so.

8. ELECTRONIC TRANSMISSIONS

- 8.1. Publications are prepared and transmitted electronically to the Company's printers. The Company will accept electronic artwork via email, or on a variety of, but not all, removable media. Details are available on request. The Company does not guarantee matching colours to an advertiser's exact requirement due to the restrictions of printing in the CMYK colour space and the difficulties in achieving consistency across long print runs in the web offset process;
- 8.2. Where an advertiser chooses to email, advertisers are hereby notified that the Company will charge for space booked for an advertisement if emails either fail to arrive at all or arrive in formats unacceptable for web offset processing;
- 8.3. Files will only be accepted as a font embedded high resolution PDF, or image files such as TIFF or JPEG saved to CMYK or true greyscale format conforming to the web offset printing colour space;
- 8.4. Flat artwork supplied will be scanned before transmission and the Company does not accept any responsibility for degradation on quality due to this process;
- 8.5. Where advertisers supply files in open format created by a software program (e.g. Microsoft Word), the Company will attempt to re-create an interpretation of the advertisement required by the advertiser but the Company accepts no responsibility for differences in the fonts, content, design or quality of the finished advert;
- 8.6. The Company does not accept responsibility for changes, deliberate or accidental, made in the printing process to electronically supplied customer artwork or for omissions and mistakes pertaining to the same, due to incorrectly saved files.

9. ADVERTISING AGENCIES

- 9.1. Advertisements ordered by an advertising agency shall not have the benefit of discounts or special terms unless the advertising agency shall have given to the Company an order number prior to publication and in the absence of such order number the order will be invoiced for settlement upon the Company's normal trading terms;
- 9.2. Where an advertising agency provides copy instructions which do not constitute an official order, those instructions must be clearly marked as "copy instructions - not an order";
- 9.3. The advertising agency shall indemnify the Company and/or its publisher against any liability or expense which may be incurred by the Company and/or its publisher as a result of the publication by the Company of any advertisement instructed by the advertising agency.