



Benham Publishing Limited, Aintree Building, Aintree Way, Aintree Business Park, Liverpool L9 5AQ

## **Advertiser Terms and Conditions 2021**

### **GDPR and Data Protection**

Benham Publishing Limited is registered 03846715 with the Information Commissioners Office or ICO, to collate information for Advertising and Media purposes, we do not collect individual or personal information.

### **1. Definitions**

For the purposes of these conditions:

- a. "Advertisement" shall mean the material to be printed on a page or separately inserted in the Magazine.
- b. "the Advertisement Rates" shall mean the rates set out in the Rate Card.
- c. "the Advertiser" shall mean the person placing the order for the insertion of the Advertisement with the Publisher.
- d. "the Cancellation Date" shall mean the date upon which the Advertiser shall be required to notify the Publisher of any cancellation of an order as set out in the Rate Card, all cancellations must be received in writing 21 days before copy deadline. Please note block bookings have been given a series booking discount, we will remove the agreed discount applied and revert to our single edition standard rate price on your Rate Card.
- e. "the Copy Date" shall mean the dates for receipt of artwork in effect at the Order Date.
- f. "the Copy Deadline" shall mean a time of day specified in respect of which time shall be of the essence.
- g. "the Insertion Order" shall mean the order form or email sent to us in effect at the Order Date.
- h. "the Magazine" shall mean the magazine you have agreed to advertise in
- i. "the Order Date" shall mean the date upon which the insertion order is made by the Advertiser.
- j. "the Production Specifications" shall mean the specifications in effect at the Order Date stipulated in the Rate Card.

### **2. Submission of Advertisement**

All Advertisements are required to be submitted to the Publisher in a form that complies with the Production Specifications together with a completed Insertion Order and payment of the applicable Advertisement Rate. Editorial supplied is not treated as commercial display advertising therefore it may or may not be displayed with artwork; its inclusion or indeed its removal does not affect an invoice for an advertisement.

### **3. Payment Terms**

3.1 In the absence of any prior specific written arrangement between the Publisher and the Advertiser, payment for any Advertisement (including any associated production, late copy and studio charges) will be due 14 days after publication or before for all series and block bookings.

3.2 Where the Publisher has expressly agreed in writing to give the Advertiser credit the time for payment shall be no later than close of banking on the 30th day following the date of the invoice.

3.3 The Advertiser shall together with payment supply full details of such remittance specifying the invoice number and publication name.

3.4 Payment of all sums due shall be made to Benham Publishing Limited by BACS system or by cheque.

3.5 Payment for any Advertisements shall be made as aforesaid whether or not the Advertiser shall have received the Publisher's invoice and notwithstanding any query about any element of invoices.

3.6 In the event that payment is not made by the due date (in respect of which time shall be of the essence) the Publisher reserves the right to charge at Publisher's election the following additional charges:

3.6.1 the sum of £25 as an administration charge in respect of each invoice not paid on or before the due date.

### **4. Right to Reject/Alter**

4.1 the Publisher may, without derogation from the warranties now given by the Advertiser, refuse or require to be amended any artwork, materials and copy for or relating to an Advertisement so as:

4.1.1 to comply with the legal or moral obligations placed on the Publisher or the Advertiser; or

4.1.2 to avoid infringing a third party's rights, the Trade descriptions Act 1958, the Business Advertisements (Disclosure)

Order 1977, the British Code of Advertising Practice, and all other codes under the general supervision of the Advertising Standards Authority

4.1.3 to comply with the production and quality specifications stipulated or referred to in the Production Specifications.

4.2 The Publisher has the right at its discretion to decline to publish, or to omit, suspend, alter edit crop resize and reformat or change the position of any Advertisement otherwise accepted for insertion, however the Publisher will use reasonable efforts to comply with the specified written requirements of the Advertiser although the Publisher does not warrant the date of insertion, the wording, or the quality of the reproduction of the Advertisement.

### **5 Submission Terms**

5.1 The Advertisement and all artwork and copy must be received by the Publisher no later than the Copy Deadline on the Copy Date and the Advertiser shall supply the Advertisement in such form as the Publisher shall specify in the Production Specifications. It is the responsibility of the Advertiser to check the correctness of the Advertisement and the Publisher accepts no liability for any error in any Advertisement. In the event that the material submitted to the Publisher does not comply with the Production Specifications, the Publisher shall be permitted either to reject or to amend the

Advertisement as stated in these Conditions. In the event that the Publisher elects to make alterations to the Advertisement to comply with the Production Specifications the Advertiser agrees to pay to the Publisher in addition to the Advertisement Rate an alteration fee calculated on the basis of the time spent (man hours) making the alterations required, at the rate of one hundred pounds (£100) plus VAT per half hour or part thereof.

5.2 In the event that the Advertiser submits the artwork and copy referred to above to the Publisher after the Copy Deadline, the Publisher shall at its discretion be entitled either to:- a) reject such Advertisement, in which case it shall be deemed cancelled for the purpose of this Agreement, or b) accept the same for inclusion in the next issue of the Magazine in which case the Advertiser agrees to pay to the Publisher in respect of each Advertisement submitted after the Copy Deadline and included in the Magazine in addition to the Advertisement Rate a late placement fee calculated at the rate of two hundred pounds (£200) (plus VAT) per hour or part thereof up to a maximum of six hundred pounds (£600) (plus VAT), or c) repeat an advertisement previously submitted to the Publisher by the Advertiser.

## **6 Cancellation Terms**

6.1 The Publisher must be informed in writing 21 days before the copy date, after this date the publisher will still charge for the space booked, any series discounts will be removed, and the standard rate card will be applied and charged.

6.2 Any cancellation instruction must be in writing.

6.3 The Publisher may treat as a cancellation the fact that the Advertiser has failed to pay any monies to the Publisher on or before the due date or is deemed unable to pay its debts within the meaning of Insolvency Act 1986 or is otherwise in breach of any of the other terms and conditions set out herein.

6.4 Any series discounts or reduced advertising rates granted by the Publisher for multiple advertisements or block bookings apply only in the event that the agreed discount is conditional upon all advertisements agreed are placed. In the event that the Advertiser cancels or does not conclude the series or multiple advertisements agreed, then the Advertiser relinquishes the right to the discount or reduced rate and all Advertisements will be charged and paid for at the otherwise applicable specified the full rate.

## **7 Copyright**

7.1 The Advertiser hereby grants to the Publisher a worldwide licence to reproduce, display and copy the Advertisement in the Magazine.

7.2 The copyright in all artwork, copy and other material which the Publisher or its employees or contractors has originated or re-worked shall vest in the Publisher.

## **8 Warranties**

The Advertiser warrants and confirms that: -

8.1 In relation to an Advertisement the Advertiser contracts with the Publisher as principal notwithstanding that the Advertiser may be acting directly or indirectly as an advertising agent or media buyer or in some other representative capacity.

8.2 The reproduction and/or publication of the Advertisement by the Publisher as originally submitted or as amended pursuant to clause 4 will not breach any contract or infringe or violate any

copyright, trademark or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever.

8.3 Any information supplied in connection with the Advertisement is accurate, complete, and true.

8.4 In respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or cannot be identified the Advertiser has obtained the authority of such person to make use of their name, representation and/or copy.

8.5 In relation to any investment advertisement, the Advertiser is or the contents of the Advertisement have been approved by, an authorised person within the meaning of the Financial Services and Markets Act 2000, or the Advertisement is otherwise permitted under such Act.

8.6 The Advertisement shall not be obscene or libellous and complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognized regulatory authorities and the law of the European Economic Community) for the time being in force or applicable in the United Kingdom; and

8.7 All advertising copy submitted to the Publisher is legal, decent, honest, and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority

8.8 The Advertiser indemnifies the Publisher and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses, or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms contained in the conditions or implied by law.

## **9 Limitation of Liability**

9.1 Any Advertiser's complaint or claim or query other than in respect of any error covered by the provisions of clause 4 above (whether in relation to the Advertisement or an invoice) must be raised within 28 days following the date when the Advertisement appeared or should have appeared and shall not be valid thereafter. Without prejudice to the Publisher's right to be paid for the Advertisement: -

9.1.1 in no circumstances shall the total liability of the Publisher for any error or omission exceed the charge for the Advert.

9.1.2 any complaint, claim or query shall not affect the liability of the Advertiser for payment by the due time of the Publisher's charges for that and any other Advertisements.

9.2 The Publisher shall not be liable for any indirect or consequential loss (including without limitation, business interruption and loss of profits, business, goodwill, anticipated savings, information, and data) whether arising out of negligence, breach of contract or otherwise and whether or not the party was advised of the possibility of such loss by the other party or for any liability arising from the publication of any material submitted by the Advertiser.

9.3 The Publisher will not be liable for any loss of copy, artwork, photographs, or other materials, which the Advertiser warrants that it has retained in sufficient quality and quantity for whatever purpose it may require.

9.4 Where the Advertiser is an advertising or other agent instructed by a third party, the Advertiser warrants that it is authorised by such third party to place the advertisement with the Publisher and

shall indemnify the Publisher against any claims made by such third party against the Publisher arising from the publication thereof.

9.5 The Publisher reserves the right to destroy all artwork and other materials which has been in his custody for 12 months from the date of its last submission or appearance in the Magazine if later.

## **10 Miscellaneous**

10.1 The Publisher maintains a totally impartial editorial policy and it is agreed and understood that advertisers are not entitled or favoured for an editorial mention in exchange for taking an advertisement.

10.2 While reasonable endeavours will be made to forward to the Advertiser or as it may direct as soon as possible after receipt of the Publisher any replies to box numbers, the Publisher accepts no responsibility in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.

10.3 If it is intended to include a competition or a special offer within an Advertisement, full details should be submitted to the Publisher at the time of booking. There is no obligation for the Publisher to supply voucher copies or tear sheets and their absence shall not affect the Advertiser's liability for the agreed charge.

10.4 The placing of an order for the insertion of an Advertisement shall amount to acceptance of these conditions and any conditions stipulated on the order form or elsewhere by the Advertiser shall be void insofar as they are inconsistent with these conditions.

10.5 No waiver by the Publisher shall be effective except in relation to the matter in respect if it is was specifically given in writing.

10.6 These terms and conditions shall apply to each contract for the placement of an Advertisement together with such additional matters (if any) as may be set out in Publisher's Rate Card and in the event of any variation or inconsistency between these conditions and the conditions set out in the Rate Card the latter shall prevail. These conditions supersede and replace all the Publisher's previous conditions and all documentation previously issued by the Advertiser purporting to set out its terms and conditions.

10.7 No modification amendment or waiver of any of the terms of these conditions or any provision hereof shall be binding upon either party unless confirmed in writing by the parties. No waiver of any provisions of or default under these conditions shall affect any party's right thereafter to enforce such provision or to exercise any right or remedy hereunder in respect of a subsequent default.

10.8 If any part of these conditions shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination then such part or parts shall be deemed never to have been incorporated in these conditions but all other terms and provisions in the remainder of these conditions shall remain in full force and effect.

10.9 Any and all advertising agency commission is calculated at the standard UK rate of 10%.

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