

# **CARDIFF & SOUTH WALES** **Advertiser**

## **Terms & Conditions**

Our standard terms and conditions of Advertising and Payment are set out below and are applicable to all advertising booked in any of the Company's other publications and internet sites or with regard to any other business transacted.

## **General**

In these terms and conditions

The Company means Hot Press Publications, publishers of Cardiff & South Wales Advertiser and also New Homes Wales & the South West

the Advertiser means any person or company placing with the Company an order for the publication of an advertisement in any of the Company's newspapers, other publications or internet sites, or any person or company placing with the Company an order for the distribution or insertion of leaflets or other publications or materials with any of the Company's newspapers or other publications.

## **Acceptance of Conditions**

In placing an order for the publication of an advertisement, the Advertiser accepts these terms and conditions. No term or condition that conflicts with them is binding on the Company or the Advertiser unless it is in writing and signed by or on behalf of both parties by an authorised signatory. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. If any provision in these terms and conditions is held to be invalid or unenforceable in whole or in part the remainder of them shall continue to apply. The Company reserves the right at any time to change in whole or in part these terms and conditions.

## **CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS**

Advertisers Warranty and Indemnity

The Advertiser warrants:

that the advertisement is legal, decent, honest and truthful and that it complies with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with all requirements of current legislation;

that nothing in the advertisement is defamatory or constitutes a malicious falsehood;

that the publication of the advertisement will not infringe copyright or any other rights vested in a third party; and

that the Advertiser has secured all necessary authorities and consents in respect of the use in the advertisement of any pictorial representations or other representations of (or purporting to be of) living persons and of references to any words attributed to living persons.

The Advertiser will indemnify the Company in respect of all costs, damages or other charges arising as a result of the publication of their advertisement or incurred in connection with any actions or claims brought against the Company arising from a breach by the Advertiser of the warranties in this paragraph 1 or otherwise from the publication of the advertisement.

Refusing or Amending Advertisements

The Company reserves the right to refuse to publish any advertisement whether or not the advertisement has been accepted or previously published.

The Company may require any alteration it considers necessary or desirable in an advertisement as a prior condition of its publication, whether or not such advertisement has been accepted or previously published.

The Company will permit only standard abbreviations and no hyperlinks or metatags may be included in any advertisements save with the prior consent of the Company.

## **Placement of Adverts**

Whilst the Company will endeavour to comply with reasonable requests from Advertisers, the Company does not guarantee the publication of any advertisement or its publication on any particular date or in any particular position.

The Company has at its absolute discretion the right to decide the classification, if relevant, for any advertisement.

## **Cancellation**

The Company may cancel the Advertiser's order at any time and shall give notice of the cancellation before the next due date of publication of the advertisement if practicable.

In no event can orders be cancelled once the Company has commenced to carry out the order in accordance with the first publication date requested by the Advertiser. In other cases notice of cancellation must be received by the Company prior to the relevant current deadline.

All cancellations must be notified in writing by post or fax. E-mail notice of cancellation is not acceptable.

## **Copyright**

Copyright of all artwork, copy or other material created, reworked or contributed to by the Company shall vest in the Company.

The Advertiser authorises the Company to record, reproduce, publish, distribute and broadcast (or to permit the same) all advertisements (including but not limited to text, artwork and photographs) and to include and make them available in any information service, electronic or otherwise.

## **Advertiser's Property**

All artwork, photographs, leaflets, film or other property delivered by the Advertiser to the Company is held by the Company at the Advertiser's risk and the Advertiser should insure all such property against loss or damage from whatsoever cause. The Company reserves the right to destroy without notice all such material after the date of its last use in connection with the publication of an advertisement, unless the Advertiser has given written instructions to the contrary.

## **Box Numbers**

The Company will endeavour to forward all replies to a box number, to the Advertiser, as soon as possible after receipt, but the Company accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies, howsoever caused. Box addresses must not be used for sending goods or materials of any value. The Advertiser authorises the Company to examine material passing through boxes and hereby authorises the Company to return to its originator or destroy any communication, which, in the opinion of the Company, should not be delivered to the Advertiser.

Advertisements from dealers are not accepted under a box number, nor may a box number be used for the distribution of trade canvassing material.

## **Disclosing Information**

All advertisements must be accompanied by the Advertiser's full name and address and the Company may require evidence of authenticity of any advertisement. All trade advertisements must contain a trading name.

The Company reserves the right to refuse an advertisement containing only a mobile telephone number unless the Advertiser discloses to them a BT land line number (or similar).

The Company reserves the right to disclose the name and address of Advertisers if required by law or any regulatory or government authority or to other third parties where the Company, in its sole discretion, deems it reasonable.

## **Limitation of Company's Liability**

The Advertiser shall check the advertisement and notify the Company immediately in writing of any errors. The Company assumes no responsibility and shall not be liable for the repetition of errors in a series of advertisements unless it has received reasonable written notice from the Advertiser.

In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement (however caused) the Company will either re-insert the advertisement or relevant part thereof, or make a reasonable refund or 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 Company's total liability (including consequential liability) in respect of any error, misprint or omission exceed either the amount of a full refund of any price paid to the Company for the advertisement in connection with which liability arose, or the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which liability arose.

Save as set out in this paragraph 9, the Company accepts no liability in respect of any loss or damage occasioned directly or indirectly as a result of the publication of any advertisement or any loss or damage occasioned directly or indirectly by any total or partial failure (however caused) of the publication of any advertisement in any of the Company's newspapers, other publications or internet sites in which the advertisement is scheduled to appear.

## **Assignment**

The Company shall be entitled to assign its contract with the Advertiser or any of its rights or benefits thereunder.

The Advertiser may not assign, transfer, sub contract, charge or in any other way deal with any of its rights or obligations under this Agreement without the Company's prior written consent.

## **Data Protection Act**

The Company will hold information it obtains in its dealings with customers to administer the Advertiser's account, for statistical purposes, for debt collection and for fraud and crime prevention. If the Advertiser does not wish its information to be used for marketing purposes, it should inform the Company in writing.

(ii) Telephone calls to the Company may be monitored or recorded for staff training purposes.

## **Advertising Agencies**

An advertising agency, whether recognised or not, submitting an advertisement shall conform to the conditions laid down by the Institute of Practitioners in Advertising regarding observance of the provisions of the British Code of Advertising Practice and to the Standard Conditions for transactions of business between newspapers and advertising agencies as agreed between the Newspaper Society and the Institute of Practitioners in Advertising.

The terms of the Recognition Agreement between the Newspaper Society or between the Newspaper Society and the Newspaper Proprietors Association and recognised advertising agencies are deemed to be incorporated in these conditions of acceptance for the publication and transmission of all advertisements accepted from a recognised agency. Without prejudice to the foregoing, these conditions of acceptance specifically extend to any personal guarantee given by the directors of or any other person on behalf of a recognised agency in respect of any unsatisfied liabilities of the agency in the event of the agency's liquidation or insolvency. Such guarantee is part of these conditions of acceptance.

## **Leaflets**

For the purpose of these terms and conditions, any leaflet or other publication or material distributed with any of the Company's newspapers or magazines is deemed to be an advertisement, and references to the publication of such advertisements is deemed to be the distribution or insertion of such leaflet or other publication or material.

## **PAYMENT TERMS FOR ADVERTISERS**

Orders for the insertion of advertisements are accepted subject to the following payment terms:

### **Rates**

The Company reserves the right at any time to change the scale of advertising rates and to apply such rates to advertisements (series or otherwise) accepted and not wholly executed at the time of any such change.

(ii) It is the responsibility of the Advertiser to bring to the Company's attention at the time of booking any discount, allowance or exemption from Value Added Tax to which entitlement is claimed.

All rates and prices quoted by the Company are exclusive of Value Added Tax.

### **Advertising Agencies**

Commission will only be granted to agencies formally recognised by the Newspaper Society or the Company at the time of placing the order. The rate of commission payable will be determined by the Company and may be carried or withdrawn at the Company's discretion at any time, subject to giving the advertising agency seven days written notice thereof.

(ii) All advertising agencies claiming commission must quote order numbers for every booking made.

### **Time of Payment**

Unless credit terms have been agreed, pre-payment for any advertisement must be made in full no later than the relevant deadline.

In the event that credit terms are approved, payment shall be made for each advertisement no later than thirty days from the date of the invoice for such advertisement. If no credit terms have been agreed then the terms will be stated on individual invoices. Should the Advertiser be in breach of these terms, or of any contract with the Company, then the full amount in respect of all advertising published and all other amounts accruing from the Advertiser shall become due and payable.

The Company reserves the right to withdraw credit facilities from any Advertiser at the Company's discretion.

Payments by post must be by cheque or postal order made payable to the Company and crossed. All payments must be accompanied by the relevant invoice, statement or remittance advice issued by the Company.

Any query in respect of an invoice must be brought to the attention of the Company within seven days of its issue. The existence of a query on any individual item on an account shall not affect the due date of payment of any balance of such account.

### **Late Payments**

The Company shall be entitled to charge an administration fee of £30 plus interest on all sums due at a rate of 5% above the base rate for the time being of Natwest bank until payment is received & £10 a month after as well as before any judgment is obtained, together with compensation for late payment under the Late Payment of Commercial Debts (Interest) Act 1998 and regulations made thereunder.

The Company shall be entitled to add to any sums due any reasonable costs and expenses (including administrative costs) incurred by the Company in obtaining payment thereof on an indemnity basis.

The Company shall be entitled to charge the Advertiser £15.00 in respect of any cheque tendered which is not met upon presentation (and to vary this charge at any time without notice).

The Company reserves the right to exercise a lien over any documents or other property of the Advertiser in its possession if the Company's charges are not paid in accordance with these terms and the Company's rate card from time to time.

### **Voucher copies**

There is no obligation on the publisher to supply voucher copies or tear sheets & their absence shall not effect the Advertiser's liability payment.