

Terms of acceptance of advertisements

Please note, these terms & conditions supersede any previous terms & conditions received prior to 27/02/08

Orders for insertion of advertisements in publications produced by Border Publishing Limited ('the publishers') are accepted from advertisers and/or advertising agents ('the advertiser') subject to the following terms. These terms supersede all previous agreements.

1. Payment Terms

(a) Approved Credit Account for normal payment: the date of payment is 30 days following date of invoice.

(b) The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.

(c) In booking, the advertiser accepts liability to interest on amounts unpaid by their due date at a simple interest rate of 5% per month (60% APR), calculated on a daily basis from and including the day the amount becomes overdue.

2. (a) Advertising copy shall be legal, decent, honest and trustful; shall comply with the British Code of Advertising Practice and all other codes of the Advertising Standards Authority; and shall comply with the requirements of the 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 Publishers in respect of any claim or liability resulting from a breach of the Act.

(c) The advertiser is required to ensure that his advertisements comply with the Sex Discrimination Act 1975, and will indemnify the Publishers in respect of any liability or 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) The advertiser is required to ensure his advertisements comply with the Business Disclosure Orders or Regulations made relating to, or affecting the publication of advertisements, and will indemnify the Publishers in respect of any liability or claim arising from the breach.

(e) The copyright for all purposes in all artwork, copy and other material which the Publishers, their employees or subcontractors have contributed to or reworked shall vest in the Publishers.

3. The placing of an order by the advertiser 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.

4. The advertiser agrees to indemnify the Publishers in respect of all costs, damages or other charges falling upon the publication 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 Publishers in pursuance of the advertiser's order.

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

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

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

8. 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 the terms of any further agreement.

9. The Publishers will make every endeavour to reproduce and print the advertisements to as high a quality as possible but cannot guarantee the quality whatsoever.

10. Artwork and proofs

Where artwork and proof approvals are required from the advertiser by a particular date, failure to meet that date for whatever reason, resulting in the omission or substitution of the related advert, will not free the advertiser from the terms of the advertisement order, such that payment will still be due. Supplied artwork must be in JPEG, PDF, TIF or EPS formats only, to correct dimensions at a resolution of 300dpi. File sizes up to a max of 8MB can be accepted by e-mail. Larger files must be supplied on disk.

11. Cancellation

(a) The Publishers reserve the right to require 28 clear days' notice prior to artwork deadline of cancellation in respect of any order. Cancellation of series bookings shall incur a charge of any discount achieved by way of the unexpired part of the period booked for, based on a sliding scale back to the relevant prevailing rate card price at the time of cancellation.

(b) Cancellations not in accordance with these terms will be subject to payment of the full cost, due within 30 days of cancellation.

12. The Publishers reserve the right to cancel the order at any time by giving notice before publication without any liability whatsoever, bar repayment of any payment received for said order.

13. In the event of any error, misprint or omission in the printing of an advertisement or part thereof, the Publishers will either reinsert the advertisement or any relevant part thereof, 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 the error, misprint or omission does not materially detract from the advertisement, of which the Publishers shall be made the sole arbiter, or where approval has been sought from the advertiser by the Publishers to print the offending advertisement. It is hereby expressly agreed that the Publishers' maximum liability in respect of and arising out of an error, misprint, omission or failure to print shall not exceed the amount of a full refund of any price paid to the Publishers for the advertisement in connection with which the liability arose.

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

15. Artwork and photographs will be returned if requested but no guarantee can be given regarding quality, damage or marking to such material.