

TERMS AND CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS

1. Orders for insertion of advertisements in any of the Publisher's Publications and/or the Website are accepted subject to the following conditions. No other terms and conditions (whether stipulated on any order form or being the standard terms of purchase of any Advertiser) shall be incorporated in the contract between the Advertiser and the Publisher. Any such terms and conditions shall be void and of no effect.

When the following words appear with capital letters in these Terms and Conditions, they will mean:

"**the Publisher**" means Newbury News Limited. Further details about the company are:

Company registration number: 02068043

Registered office and trading address: Newspaper House Faraday Road Newbury
Berkshire RG14 2DW

VAT registration number 479410035

"**the Advertiser**" means any person placing with the Publisher an order for the publication of an advertisement in any of the Publisher's Publications, and shall include an advertising agency acting on behalf of any person.

"**the Publications**" means the newspapers, magazines, brochures, leaflets, website and other electronic or printed material published by the Publisher.

The words "**published**" or "**publication**" shall mean published in any Publication produced by the Publisher.

2. **Warranty**

The placing of an order constitutes a warranty from the Advertiser to the Publisher that the advertisement is legal, decent, honest and truthful, complies with the UK Codes of Non Broadcast Advertising, Sales Promotion and Direct Mail, any other relevant codes of practice and with the requirements of current legislation; and that the advertisement is not defamatory and does not infringe the copyright moral rights or any other rights of any third party.

3. **Links**

No hyperlinks or metatags may be included in any advertisements save with the express prior permission of the Publisher.

4. **Indemnity**

The Advertiser agrees to indemnify the Publisher in respect of all costs, claims, damages, or other charges arising directly or indirectly as a result of the publication of the advertisement(s).

5. No Guarantee

While every endeavour will be made to meet the wishes of Advertisers, the Publisher does not guarantee the publication of any particular advertisement or its publication on any particular date or in a particular part or edition of the Publication or to be inserted under a particular classification.

6. Errors

It is the responsibility of the Advertiser to check the first appearance of any series of advertisements and notify the Publisher immediately of any errors. The Publisher shall not be responsible for the correction of errors unless notified by the Advertiser. In the event of any error, misprint or omission in the Publication of an advertisement or part of an advertisement (however caused) the Publisher will either re-publish the advertisement or relevant part of the advertisement as the case may be or make a reasonable refund of or adjustment to the cost. No re-publication, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement.

7. Limitation on Liability

In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed:

- the amount of a full refund of any price paid to the Publisher 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.
8. Save as set out above, the Publisher accepts no liability in respect of any loss or damage occasioned directly or indirectly as a result of publication of any advertisement or any loss or damage occasioned directly or indirectly by any total or partial failure (however caused) of publication of any advertisement or of Publication in which any advertisement is scheduled to appear.
9. Without prejudice to the foregoing, the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward replies to box numbers to the Advertiser (however caused).

10. Refusals and Amendments

The Publisher reserves the right to refuse any advertisement or, if already accepted, to cancel the order at any time by giving reasonable notice before the next insertion, but in that event the Advertiser shall not be liable for payment of the difference (if any) between the rates for the series specified in the order and the usual price for the series of insertions which has appeared when the

order is stopped; or require any alteration it considers necessary or desirable in any advertisement.

Mail order advertisements will not be accepted for publication by the Publisher unless the Advertiser completes and returns to the Publisher a Mail Order Guarantee Form, produced by the Newspaper Society, prior to the deadline for publication of the advertisement.

11. Cancellation

A binding legal agreement is created when an order for an advertisement is placed with the Publisher. If the Advertiser is a consumer, the order may be cancelled by the Advertiser at any time up until 3 days before publication of the advertisement or the next in a series of advertisements is due by notifying the Publisher. The Publisher will refund to the Advertiser the price paid less a reasonable sum for the cost of any work done by the Publisher at the request of the Advertiser before cancellation. If the Advertiser is a business, the Advertiser may only cancel an order or part of an order or unexpired part of an order by giving to the Publisher seven working days' written notice. If the order relates to an advertisement charged at a premium rate by reason of its position in the Publication, twenty eight working days' written notice must be given.

Advertisers using AD Power Memberships may cancel their memberships by giving three (3) months' notice in writing to the Publisher. Cancellation will be effective twenty eight (28) days following the receipt of such notice. The Advertiser shall be bound to continue payment for the membership during the period of notice and the twenty eight day period thereafter.

12. Self Service Advertising

The Publisher reserves the right to edit any advertisements created through its online self service facilities in such manner as it in its absolute discretion shall decide. The Advertiser shall check their self created online advertisement on a regular basis and notify the Publisher in writing of any apparent issues. All self service access is password controlled. The Advertiser shall keep their password confidential and not disclose it to any other person. The Advertiser shall be responsible for any activities that occur using the Advertiser's account and password. The Advertiser must inform the Publisher in writing if there has been unauthorised use of the Advertiser's account and password and co-operate with the Publisher to resolve any issues. The Advertiser must give notice in writing to the Publisher of its desire to withdraw a self created advertisement. The Publisher shall carry out the request within a time period agreed with the Advertiser.

13. Copyright

The copyright for all purposes in all artwork, copy, video, audio and other material which the Publisher or its employees have originated, contributed to or reworked shall vest in the Publisher. The Advertiser authorises the Publisher to record, reproduce, publish, distribute and broadcast (or to permit the same) all advertisements (including, but not limited to text, artwork, video and photographs) and to include and make them available in any information service, electronic or otherwise.

14. **Consents**

The placing of an order by an Advertiser constitutes an assurance that all necessary authority and consents have been secured in respect of the use in the advertisement(s) (a) of pictorial or any other representations of (or purporting to be of) living persons, and of references to any words attributed to living persons and (b) any material the copyright in which vests in a third party.

15. **Risk**

Any material submitted by the Advertiser is held by the Publisher at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy without notice to the Advertiser all such property after the date of its last scheduled appearance in an advertisement unless the Advertiser has given written instructions to the Publisher requiring its return to the Advertiser.

16. **Box Numbers**

The Advertiser authorises the Publisher to examine material passing through boxes and to return to its originator any communication which, in the reasonable opinion of the Publisher, should not be delivered to the Advertiser. Advertisements from traders are not accepted under a box number.

17. **Rates**

The rates charged for the transmission of any advertisement shall be the rates advised to the Advertiser at the time the order is placed or, if no rates are advised to the Advertiser at such time the rates set out in the Publisher's rate card in force at the time the order is placed. If the Advertiser is entitled to a discount, allowance or exemption from paying VAT (for example, in the case of a charity) it should bring that to the attention of the Publisher at the time of placing the order. If the Advertiser does not do so, no discount, allowance or exemption will be granted. *All gross advertising rates (except classified lineage and semi display) are subject to the Advertising Standards Board of Finance (ASBOF) levy from time to time (currently 0.0%) payable by the Advertiser to help finance the self regulatory system.*

18. **Advertising Agencies**

Commission will only be granted to agencies formally recognised by the Newspaper Society or the Publisher at the time of placing the order. The rate of commission payable will be determined by the Publisher and may be varied or withdrawn at the Publisher's discretion at any time, subject to giving the advertising agency seven days written notice thereof. All advertising agencies claiming commission must quote order numbers for every booking made. The Publisher reserves the right to vary these terms of acceptance of advertising and payment in respect of any advertising agency at the Publisher's discretion, subject to giving the advertising agency seven days written notice thereof.

19. Time of Payment

Pre-payment will be required for every advertisement unless the Publisher has agreed credit terms with the Advertiser in which case payment shall be made in accordance with the terms agreed or if no payment terms have been agreed, within 30 days of the date of the invoice.

Should the Advertiser fail to pay the sums due on the due date, then the full amount in respect of all advertising published and all other amounts due from the Advertiser shall become immediately due and payable. The Publisher reserves the right to withdraw credit facilities from any Advertiser at the Publisher's discretion subject to giving the Advertiser seven days written notice thereof, if practicable, or forthwith upon the issue of any Court proceedings against the Advertiser. Any query in respect of an invoice must be notified in writing to the Publisher within seven days of delivery of the invoice to the Advertiser.

20. Late Payments

The Publisher shall be entitled to charge interest on all sums due at a rate of 8% above the base rate of HSBC Bank plc for the time being until payment is received.

The Publisher shall be entitled to add to any sums due any reasonable costs and expenses (including administrative costs) incurred by the Publisher in obtaining payment. The Publisher's administration charge shall be £25 plus VAT. The Publisher reserves the right to exercise a lien over any documents or other property of the Advertiser in its possession if the Publisher's charges are not paid in accordance with these terms.

21. Data Protection

The Publisher will hold personal information obtained in dealings with Advertisers and process it in accordance with the principles set out in the Data Protection Act 1998. Personal information will be used to inform you about similar services which the Publisher and its associated business partners provide. The Publisher may transfer the personal data of the Advertiser to its associated business partners for that purpose. If the Advertiser does not wish their personal information to be used for this purpose or transferred to the Publisher's associated business partners they should inform the Purchaser by indicating that is the case at the time of placing the advertisement or subsequently by informing the Publisher in writing.

22. Disclosure of Identity

The Advertiser agrees that the Publisher may disclose their identity, address and any other account details to the police, trading standards officials, or any other relevant authority and, to such other third parties as is permitted in accordance with the Data Protection Act.

23. Advertising Orders

Advertising orders are issued by an advertising agency as a principal and must be on the agency's official form. When copy instructions not constituting an official order are issued, they shall be clearly marked "Copy instruction - not an order".

24. The Newspaper Society

The terms of the Recognition agreement between the Newspaper Society and the Publisher, or between the Newspaper Society and the Newspaper Proprietors Association and recognised advertising agencies are deemed to be incorporated in these conditions of acceptance of advertisement orders for the publication and transmission of all advertisements accepted from the recognition advertising agency. Without prejudice to the generality of these terms, these conditions of acceptance specifically extend to any personal guarantee given by the Directors or any other person on behalf of a recognised agency at the time of recognition 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.

25. Making Contact

If the Advertiser has any questions or complaints they should contact the Publisher by telephoning the deputy sales manager on 01635 564572 or by e-mailing lisa.francis@newburynews.co.uk.

If the Advertiser wishes to contact the Publisher in writing or if any clause in these Terms requires the Advertiser to give the Publisher notice in writing (for example, to cancel the advertisement) the Advertiser should send it to the Publisher by e-mail, by hand or by pre-paid post to Newbury News Limited at Newspaper House Faraday Road Newbury Berkshire RG14 2DW or advert@newburynews.co.uk. The Publisher will confirm receipt by contacting the Advertiser in writing. If the Publisher has to contact the Advertiser the Publisher will do so by e-mail, by hand or by pre-paid post to the address the Advertiser provides to the Publisher in the order.