

## CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS

### **Orders for insertion of advertisements in the Meon Valley News are accepted subject to the following conditions:**

- (1) The placing of an order constitutes an assurance that the advertisement is legal, decent, honest and truthful complying with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with the requirements of current legislation.
- (2) The advertiser/advertising agency agrees to indemnify the publisher in respect of all costs, damages, or other charges falling upon the newspaper as the result of legal actions or threatened legal actions arising from the publication of the advertisement(s).
- (3) While every endeavour will be made to meet the wishes of advertisers, the publisher does not guarantee the insertion of any particular advertisement.
  - (ii) The publisher does not guarantee the insertion of an advertisement which may be refused without any reason being provided.
- (4) (i) In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement the publisher will either re-insert 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-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement.
  - (ii) In no circumstances shall the total liability of the publisher for any error, misprint or omission exceed (a) the amount of a full refund of any price paid to the publisher for the advertisement in connection with which liability arose or (b) the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which liability arose.
  - (iii) It is the responsibility of the advertiser /advertising agency to check the first insertion of any series of advertisements and notify the publisher immediately of any errors. The publisher assumes no responsibility for the repetition of errors unless notified by the advertiser.
  - (iv) The publisher shall not be liable for any loss or damage occasioned by any total or partial failure (however caused) of publication or distribution of any newspaper or edition in which any advertisement is scheduled to appear.
- (5) The publisher reserves the right to:
  - (i) cancel the order at any time by giving reasonable notice before the next insertion, but in that event the advertiser /advertising agency 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:
  - (ii) make any alteration it considers necessary or desirable in an advertisement and to require artwork or copy to be amended to meet its approval.
- (6) An advertising agency may cancel any unexpired part of an order without penalty in the event of the death or failure of its client.
- (7) (i) The copyright for all purposes in all artwork, copy and other material which the publisher or his employees have originated, contributed to or reworked shall vest in the publisher.
  - (ii) The publisher is hereby authorised 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.
- (8) The placing of an order by an advertiser, or an advertising agency on behalf of a client, constitutes an assurance that all necessary authority and permission has been secured in respect of the use in the advertisement(s) of pictorial representations of (or purporting to be of) living persons, and of references to the words attributed to living persons.
- (9) The advertiser's artwork, film and all other property is held by the publisher at the advertiser's risk and should be insured by him against loss or damage from whatever cause. The publisher reserves the right to destroy without notice all artwork, film and other property which has been in his custody for six months from the date of its last appearance in an advertisement unless the advertiser has given instructions to the contrary.
- (10) The publisher reserves the right to require four clear days' notice of cancellation of any order or unexpired part of an order or in the case of an advertisement which by reason of its position is chargeable at a premium rate, not less than twenty-eight clear days notice before the insertion or the next insertion on 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.
- (11) When credit is allowed, payment for an advertisement is subject to the cash flow rules currently in force and as agreed between the Newspaper Society, the Newspaper Publishers Association Ltd., the Institute of Practitioners in Advertising and the Incorporated Society of British Advertisers:
  - (i) The due date for payment is the last day of the month after the month in which the advertisement appeared, provided invoices and vouchers (or other proof of insertion), if required, have been dispatched not later than the 10th of the month following insertion.
  - (ii) 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.
  - (iii) Pre-payment discounts will be removed if payment is not made by your monthly copy deadline date.
- (12) The newspaper reserves the right to disclose the name and address of advertisers and/or agencies to the police, trading standards officials, or any other relevant authority and, where the publisher in its sole discretion deems it reasonable, to other third parties.
- (13) Advertisement 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 instructions - not an order."
- (14) The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated on an agency's order form or elsewhere by an agency or an advertiser shall be void insofar as they are in conflict with them.