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Advertising Terms & Conditions

All business is conducted and orders are only accepted subject to the standard terms and conditions (“Terms and Conditions”) set out below. The “Publisher” refers to Mowbray Communications Ltd (trading as MCL News & Media and referred here as MCL) and the “Advertiser” refers to the party to whom the services are supplied, i.e. the advertiser and/or agency named on the relevant purchase order relating to any e-mail campaign conducted by MCL or advertisements placed or to be placed in any publication or on any Internet site operated or represented by MCL.

1. These conditions shall apply to all advertisements accepted for publication and shall supersede any previously published terms and conditions of business. Any other condition stipulated, incorporated or referred to by the Advertiser in its purchase order or negotiations shall be void unless incorporated clearly in written instructions and specifically accepted by the Publisher.
2. All advertisements are accepted subject to the Publisher’s approval of the copy and to the space being available.
3. The Publisher reserves the right to refuse, omit, amend or suspend an advertisement at any time without explanation in which case no claim on the part of the Advertiser for damages or for breach of contract shall arise. Should omission or suspension of an advertisement be due to the default of the Advertiser or his servants or agents then the space reserved shall be paid for in full notwithstanding that the advertisement has not appeared.
4. Orders should be accompanied by an official purchase order or written instructions signed by a duly authorised person. It is the responsibility of the Advertiser to ensure that only authorised persons place orders. Verbal instructions and orders are only accepted on the understanding that the Publisher will not be responsible for mistakes arising there from. The Publisher cannot be held responsible for errors or omissions in advertisements that have not been supplied to our specifications outlined in the current Media Information Kit. The Publisher cannot accept liability for any errors due to third parties or sub-contractors.
5. The Advertiser will ensure that the advertisement does not contravene any Act of Parliament and is in no way illegal or defamatory or an infringement of any other party’s rights or an infringement of the British Code of Advertising Practice. The Advertiser will

indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement.

6. Prices are as stated in the current Media Information Kit or as agreed at the time and date of the order, and are exclusive of VAT at the current rate, which shall be charged in addition where applicable and unless otherwise indicated. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press. In the event of a rate increase the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised cost.

7. Orders from new clients must be prepaid.

8. Accounts are subject to settlement in full by the end of the month following the month of invoice. Recognised advertising agencies will be allowed 10% commission on the published rates as appropriate provided payment is made by the due date and all other requirements are strictly complied with. The Publisher reserves the right to charge interest at the rate of 3% per month for late settlement of accounts from the due date up to the receipt of payment.

9. Any size, agency or series discounts is given in consideration of settlement being made within the Publisher's terms set out in clause 8. Failure to pay within these terms will result in full Rate Card being charged. If the Advertiser cancels the balance of a contract he relinquishes any right to a previously negotiated series discount and advertisements will be paid for at the full rate unless the contract has been suspended by decision of the Publisher — see clauses 2, 3 and 8.

10. Charges will be made to the Advertiser or his agent where the printers are involved in extra production work owing to acts or defaults of the Advertiser or his servants or agents. Additional cost incurred if materials are found to be unsuitable during production will be charged except if the whole or any part of such additional cost could have been avoided but for additional delay by the Publisher or his servants in ascertaining the unsuitability of materials so supplied.

11. All property supplied to the Publisher by or on behalf of the Advertiser shall, while it is in the possession of the Publisher or agents of the Publisher, or in transit to or from the Advertiser, be deemed at the Advertiser's risk unless otherwise agreed and the Advertiser should insure accordingly. The Publisher shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other dispute. The Publisher reserves the right to destroy all artwork and associated materials that have been in its custody for 12 months from the date of its last appearance.

12. At least **four weeks notice** in writing prior to copy date is required to stop or suspend an insertion.

13. Complaints regarding reproduction or placement of advertisements must be made in writing and must be received within four weeks of the publication date of the issue in question. 14. If copy instructions are not received by the relevant copy date the Publisher reserves the right to repeat the most appropriate copy available. 15. These Terms and Conditions together with the current Media Information Kit constitute the entirety of the Contract between the Publisher and the Advertiser. The contract is deemed to take place at the offices of the Publisher. No variation of or addition to the same shall be of legal effect, and no employee or agent of the Publisher is authorised to make any representation binding upon the Publisher unless such variation or addition is made in writing and signed by a Director of the company, MCL.

16. These Terms and Conditions and all other express terms of the Contract shall be governed and construed in accordance with the laws of England.

Last updated 7th October 2016.