



Terms & Conditions

1. The terms and conditions set out herein shall govern all relations between the Publisher and Buyer (the Advertiser) of advertisement space. The placing of an order or request to do so shall constitute acceptance of these terms and conditions. Any other proposed conditions or variations to these conditions shall be void and/or unenforceable unless specifically accepted by the Publisher in writing.
2. All advertisements are accepted for publication entirely upon the representation that the Advertiser is properly authorized to publish the entire contents and subject matter thereof. It is understood that, in consideration of the publication of advertising, the Advertiser will fully hold harmless and fully indemnify the Publisher from and against any and all claims, demands, suits, actions, proceedings, recoveries or expenses of any nature whatsoever, arising directly or indirectly from the publication of any advertisement (including but not limited to claims of infringement of copyright or trademark or claims of libel or invasion of privacy) or based upon or arising out of any matter or thing contained in any advertisement.
3. All advertisements are subject to acceptance by the Publisher. They must comply with current legislation, with the publisher's terms and with the British Code of Advertising Practice. The Advertiser warrants that advertisements meet the aforementioned requirements and that they are in no way illegal, defamatory or an infringement of a third party's rights.
4. The Publisher publishes the rates for display and classified advertisements. These will not be varied unless in writing by the Publisher.
5. Artwork or copy for advertisements, or alterations to existing advertisements, must be supplied by the Advertiser by the Copy Date specified by the Publisher for the edition in which they are to appear.
6. The Publisher will use reasonable efforts to comply with an advertiser's requirements regarding the position of any advertisement within the Publication. However, the Publisher may, at its sole discretion, decline to publish or omit, suspend or change the position of any Advertisement.
7. It is the responsibility of the Advertiser to check the correctness of the Advertisement Proof. The Publisher assumes no responsibility for errors in printed advertisements nor the repetition of an error in an advertisement ordered for more than one insertion unless notified in writing of the error in advance of the deadline i.e. Copy Date for the subsequent insertion.
8. Proofs are usually provided in either PDF or Jpeg formats. Colour is a reasonable guide to the printed result, not a perfect match to the result achieved with ink on paper.

- 9.** Payment for the advertisement is due in advance of publication except where the Publisher has, in writing, offered credit terms.
- 10.** No refund or repeat of an advertisement will be made for a misprint, error or omission unless the Publisher, in its sole discretion, considers that it detracts materially from the advert. In no circumstances will the publisher's total liability exceed the price paid for the incorrect or omitted advertisement.
- 11.** Advertisements may be cancelled or postponed provided notice in writing is received by the Publisher by the specified deadline i.e. Copy Date for the relevant insertion. Any monies paid will be held by the Publisher as a credit against future advertisements.
- 12.** If the Advertiser cancels the balance of the Advertisement contract, or if the Advertiser does not complete insertions within the specified contractual period, it relinquishes any right to any series discount to which it was previously entitled and previously printed advertisements will be charged and paid for at the appropriate rate.
- 13.** Under no circumstances whatsoever will the Publisher be under any obligation to refund any payment or payments received for advertising space.
- 14.** The Publisher will not be liable for any loss of profit, opportunity, goodwill anticipated savings, revenue and or any other loss which is indirect consequential or economic caused by error, negligence, late publication or failure of an advertisement to appear for any reason.
- 15.** The Publishers maximum liability for any loss or damage arising out of or in relation to any Advertisement order by or on behalf of the Advertiser shall not exceed the total amount of the charges for the relevant Advertisement paid by or on behalf of the Advertiser and received by the Publisher in cleared funds.
- 16.** The Publisher shall be under no liability for any delay or failure to deliver advertising space or otherwise perform any obligation as specified in these terms if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.
- 17.** The Publisher reserves the right to change these Terms and Conditions at any time by posting changes on www.thenet.uk.net or in the magazine.
- 18.** All disputes or claims arising out of these Conditions shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit.