

## Terms & Conditions

**IMPORTANT: These Conditions contain an indemnity if You breach Your Warranties to Us.**

### 1. General

1.1. These Conditions apply to any advertisement, which You have asked Us to publish on Your behalf in *English Riviera Magazine* (the "Advertisement") and by making such an offer (an "Order") You agree to be bound by these Conditions in that respect.

1.2. These Conditions override any terms stipulated by You on order forms or elsewhere unless We accept those terms in writing. If we do so, these Conditions will apply except to the extent that they are inconsistent with anything so agreed by Us.

### 2. Definitions

"We" and "Us" means, and "Our" refers to, the Company which is the publisher of *English Riviera Magazine* in which You have asked Us to publish Your Advertisement.

"Title" means any publication, website or ezine which We publish.

"You" means, and "Your" refers to, the person placing the Order with Us and where that person is an advertising or other Agency placing the Advertisement on behalf of their client that agency agrees that it has placed the Order as principal.

"Price" shall be the price set out in Our rate card as published from time to time, unless otherwise agreed in writing.

### 3. Orders

3.1. We may insist on You submitting Your Order in writing and if We do so You will not be deemed to have placed an Order until We receive it in writing. If We do not insist that You submit Your Order in writing it is deemed to be placed when the initial Order is made, subject to the terms and conditions below. If You deliver copy instructions to Us, We may treat this as an Order unless it is clearly marked as "not constituting an Order".

3.2. We will notify You if We do not accept Your Order within 3 working days of receiving it. Publication of the Advertisement will mean We have accepted the Order.

3.3. We are not obliged to accept Your Order or to publish any Advertisement placed by You and cannot guarantee insertion, special position, the date or the classification of any such Advertisement, or the distribution of *English Riviera Magazine*.

We will not be liable for any loss or damage incurred as a result of Our failure in these respects. We may reject any Order (in whole or part) prior to (any) publication by notice to You and (to the extent rejected) We will refund any pre-payment in that case but will have no further liability.

3.4. We may carry forward an Advertisement not inserted to the next suitable issue of *English Riviera Magazine*.

3.5. If You place an Order but fail to provide copy/artwork by the publication deadline, We may repeat any previous relevant Advertisement from You for which We have copy, or use a filler, and charge You the full Price of Your Order in any event.

### 4. Advertising standards, legal obligations and third party rights

4.1. You confirm and warrant to Us that the copy You provide and the publication by Us of an Advertisement pursuant to an Order will:

- be legal, decent, honest and truthful;
- not result in a breach of any relevant Code of Practice, including other provisions of the Advertising Standards Code of Practice
- not breach any legislation;
- not be defamatory;
- not infringe any copyright, trademarks or other legal rights of any person or company and that You have received any consent needed to refer to or portray people (expressly or impliedly) in the Advertisement.
- when appearing on the *English Riviera Magazine* Website will not contain hyperlinks or metatags linking to the advertiser's own Website unless express prior permission has been granted by *English Riviera Magazine*.

4.2. You agree:

- to indemnify Us in respect of all costs, damages and other charges We incur or to which We are subject as a result of publication of any Advertisement pursuant to Your Order where there is a breach of any warranty given by You to Us;
- not to be in breach of contract in relation to the Order/Advertisement;
- that We may store, reproduce and distribute copy relating to any Advertisement, including by electronic means;
- that We may liaise with the police and/or any other relevant authority in relation to any Order/Advertisement or any response to any of them We receive (including passing on Your details);

- that We may record and use Your details to perform Our obligations under these Conditions.

- if You are an agency acting for a client, that We may provide a proof of the Advertisement direct to the client for approval by whatever means We deem appropriate;

- that We may hold Your details on record for a reasonable period and contact You about future advertising opportunities which We believe may be of interest to You.

- that any material submitted by You is held by Us at Your own risk and should be insured by You against loss or damage from what ever cause.

We reserve the right to destroy without notice all such property after the date of its last appearance in an advertisement unless You have given written instructions to the contrary.

- that You acknowledge that We shall have no liability for any variation of up to 10% in the final published size of any advertisement.

### 5. Cancellation

5.1. We are not obliged to accept a cancellation request (which We may require to be made in writing). All magazine cancellations must be made in writing at least one calendar month prior to the publication date. All other cancellations should be made within four working days of publication.

5.2. If We accept a cancellation for part of a series of Advertisements, We may surcharge You for any insertions in that series which are not cancelled.

### 6. Artwork

6.1. We retain copyright (and any other intellectual property rights) in all Our artwork, copy and other materials in any Advertisement (even if combined with any of Your copyright materials). In addition, You agree that We own the copyright in the typographical arrangement of all Advertisements. No copy in any form will be returned unless agreed in writing by Us at the time of placing the Order.

6.2. We will not be liable for accidental loss or damage to Your copy, including artwork and photographs, in any format. Accordingly, Our liability for non-accidental damage to Your copy will be limited to the value of the medium in which they are embodied.

### 7. Errors, omissions or inaccuracies in Advertisements

7.1. We will not be liable for:

- any error (including but not limited to spelling and text errors), misprint, inaccuracy or omission in Advertisements, a proof of which has been agreed by You;

- any error (including but not limited to spelling and text errors), misprint, inaccuracy or omission in an Advertisement, if that error is notified to Us more than one week after its publication;

- any error (including but not limited to spelling and text errors) misprint, inaccuracy or omission in a second or subsequent Advertisement in a series;
- any error (including but not limited to spelling and text errors) misprint, inaccuracy or omission in an Advertisement which does not detract from the essence of that Advertisement.

7.2. Where We acknowledge an error (including but not limited to spelling and text errors) misprint, inaccuracy or omission We will, at Our choice, either publish the corrected Advertisement, or issue You a credit note to a value not exceeding the Price of the Advertisement and this will be the limit of Our liability in respect of the error, misprint, inaccuracy or omission.

### 8. Payment

8.1. Except where We state otherwise, all Prices are exclusive of VAT.

8.2. At our discretion payments may be subject to a deduction for an Agency commission at the rate agreed between You and the Agency of up to 10% of the relevant Invoice.

8.3. You will pay for an Advertisement on placing an Order, unless credit terms have been agreed. You will be sent an invoice unless You have pre-paid in which case You will only be sent an invoice if You request one.

8.4. Credit terms are that payment is due seven days from the date of invoice, unless You apply for, and We grant, extended credit, the terms of which are subject to the terms of the Credit Application Form.

8.5. A query on an item on an invoice issued by Us will not affect the time at which You are liable to pay the rest of that or any other invoice issued by Us.

8.6. If You do not pay a sum due to Us by the due date, all sums due by You to Us become payable on the due date for the sum not paid and We may suspend further advertising for You and charge You compensation and interest according to the Late Payment of Commercial Debts (Interest) Act 1998.

### 9. Applicable Law

9.1. Nothing in these conditions shall exclude or limit Our liability for death or personal injury caused by Our negligence, for Our fraud or otherwise to the extent it would be illegal to do so.

9.2. These Conditions shall be governed by and construed in accordance with the laws of England and Wales.

**Devon Magazine Company Limited Reg. No. 8523457**

**Registered in England**

**Registered Address: Albourne, Greenway Road, Torquay**

**TQ1 4NJ**

**Vat Number 161 8375 00**