

# TERMS AND CONDITIONS

## DEFINITIONS:

'Publication' means any printed directory/guide/magazine published by us into which you wish advertisements to be inserted.

'Proof Copy' means a copy of the advert using the artwork material supplied to us for your advert .

'Content' means any and all of the text, graphics, images, logos, photographs, layout and design.

'Publisher' means Selsey Printing & Publishing

## 1. ACCEPTANCE

The advertiser/customer agrees that the signature on this contract by or on behalf of the advertiser/customer constitutes an offer by the advertiser/customer to contract with the publisher upon the terms of this order. **Full payment to be made at the time of signing this contract or if account holder by specified agreed date on contract**

## 2. CANCELLATION

In addition to any statutory rights you may have as an advertiser/customer you may apply to cancel an advertisement any time prior to the close date or within 14 days of signing of this order whichever is the earliest. Notice must be given in writing by the advertiser/customer using recorded delivery post. If this right is exercised the advertiser/customer will be required to pay the publisher twenty five per cent of the total value of the order as liquidated damages to cover the costs of artwork/administration. Other than the aforesaid, the order is not subject to cancellation by the advertiser/customer.

## 3. RIGHTS AND RESPONSIBILITIES OF THE PUBLISHER

We reserve the right at our sole discretion not to publish any of our publications. The advertiser/customer will be entitled to a full refund of any money paid, but not otherwise. We offer no guarantee of the position of the advertisement other than special requests stated on the order. We reserve the right to delete any material from an advert where we believe it to not to be in the interest of the public.

Whilst every effort will be made by the publisher to issue the said publication on time no liability will be accepted by the publisher for delays, neither will delays be accepted as a breach of contract. We shall not be obliged to publish any advertisement for which you have failed to provide the content material or it is of unsuitable quality before close date of publication

## 4. LIABILITIES OF THE PUBLISHER

The advertiser/customer will be entitled to a full refund or free advert in the next edition if omitted from the said publication. The advertiser/customer will be entitled to a part refund for errors or omissions in their advert, providing they have signed and returned the proof copy to the publisher notifying them of any error or omission by the close date.

## 5. COPYRIGHT

The copy you provide must be accurate, approved, legal, decent, honest and truthful and it must meet the standards of the Advertising Standards Authority. You must own or have the authority to use any trade name, trade mark, British Standard Mark or any other quality assurance mark. Selsey Printing & Publishing have copyright on all artwork and other material which the publishers, its agents or its employees have contributed to or reworked in consideration of the services to be provided to the advertiser by the publisher. Under this agreement the advertiser/customer as beneficial owner hereby assigns to the publisher such copyrights as it may have in the advertisement, or which may be created therein by the advertiser for the remainder of the term or the full term during which the said copyright and any renewals or extensions may subsist. We reserve the right to charge for artwork when used by a third party.

## 7. ARTWORK

Artwork means material suitable for our production purposes and containing the content of an advertisement.

We reserve the right to charge for producing print ready artwork.

## 8. PROOFING

We may provide you with a proof copy of all advertisements prior to publications. However, we do not guarantee that such proof will be provided. Where time does not permit the issue of proofs the advertisement will be published in accordance with relevant content details provided by you.

## 9. RIGHTS AND RESPONSIBILITIES OF THE ADVERTISER/CUSTOMER

Copy or inserts for the advertisement to be supplied within 7 days of signing this contract. Content or Copy material must be of a quality suitable for our use, if not supplied the publisher shall be at liberty to insert only the advertiser's name, address, telephone and type of business.

Advertiser/customer agrees to prepay the amount due with this contract.

Credit terms (account holders only) must be settled within 14 days of publication or as invoiced by the publisher in accordance with payment terms specified in this contract. An administration fee of £10 will be charged for every late payment letter.

If the advertiser/customer defaults in making any payment due under this contract the publisher will be entitled to retain all sums already paid and charge interest rate of 8% (above the reference rate) on any amount outstanding over 10 days from the due date of payment. The publisher will be entitled to recover from the advertiser any reasonable administration/third party and legal costs in recovering the amount owed.

## 10. AGREEMENT

**The advertiser/customer and the publisher confirm that this agreement sets out the entire agreement and understanding between the parties in relation to the advertisement or printing ordered by the advertiser/customer.**