

**Your attention is drawn, in particular, to the following:**

Any stipulation or condition applying to your order must be clearly incorporated in the written instructions supplied to us, and approved by us.

We reserve the right at our discretion to decline to publish, or to omit, or suspend the whole or part of any advertisement otherwise accepted by us for placement.

The Publisher cannot accept liability for any errors due to inaccurate copy instructions.

You warrant to us that your advertisement will not breach any contract or infringe any copyright, trademark or any other right of any third party or render us liable to any claim or proceedings whatsoever.

All prices quoted by us are exclusive of VAT

**Please note carefully the cancellation deadlines (as outlined in paragraph 11 of these terms and conditions)**

**As numbers for emailers are strictly limited once booked any emailer package can not be cancelled.**

**Conditions of Acceptance of Advertisements:**

1. An advertisement is accepted on the understanding that the relationship between the Advertiser and IMS Publications (hereafter called the Publisher) is governed by the conditions set out below. Unless specifically approved in writing by the Publisher, the conditions stipulated on an Advertiser's order form or anywhere else shall be void.
2. For the purpose of these conditions, "Advertiser" shall refer to the contractual Principal, that is the party responsible for payment of charges arising from the publication of an advertisement.
3. Where appropriate, "advertisement" includes a loose or bound-in insert or emailer.
4. The Publisher reserves the right to refuse, with good reason, any advertisement submitted for publication.
5. The Publisher reserves the right to amend advertisement copy where absolutely necessary. If the Publisher considers it necessary to modify the space or alter the date or position of insertion, the Advertiser will have the right to cancel if such arrangements are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control. Where the advertisement forms part of a series order, the liability of the Advertiser shall be limited to the pro-rata cost.
6. In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement, except where attributable to an act or default by the Advertiser or his agents or where covered by clause 4 above, the Publisher will either re-insert the advertisement or make a refund of or an 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. 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 the liability arose; (b) the cost of a further or corrective advertisement of a similar type and standard to the advertisement in connection with which the liability arose. Any complaint concerning the reproduction of an advertisement must be lodged in writing within two weeks of the publication date.
7. The Publisher cannot accept liability for any errors due to inaccurate copy instructions. Charges will be made to the Advertiser where the printers are involved in extra production work owing to acts or defaults of the Advertiser or his agents. These charges will be in accordance with the published rates current at that date.
8. Advertisement rates are subject to revision at any time and individual orders are accepted on condition that the price binds the Publisher only in respect of the next issue going to press.
9. The Advertiser, where an agency, may not recharge a client for space at an increased rate, unless with the Publisher's written consent.
10. Payment terms are strictly 30 days after receipt of the Publisher's invoice.
11. At least 90 days written notice is required prior to publication date and 2 weeks prior to initial copy deadline to stop or suspend a monotone or colour insertion. As numbers for emailers are strictly limited once booked any emailer package can not be cancelled.

11.1 The Publisher shall not be bound by any notification of cancellation unless it is in writing and received by the Publisher by the Cancellation Date. Confirmation of cancellation will be issued in writing within 48 hours.

11.2 Any cancellation instruction otherwise than prior to the Cancellation Date shall not (notwithstanding it may be followed by the Publisher) affect the Advertiser's liability for payment for the Advertisement.

11.3 The Publisher may treat as a cancellation the fact that the Advertiser has failed to pay any monies to the Publisher on or before the due date or is deemed unable to pay its debts within the meaning of Insolvency Act 1986 or is otherwise in breach of any of the other terms and conditions set out herein.

11.4 Any series discounts or reduced advertising rates granted by the Publisher for multiple advertisements apply only in the event that and are conditional upon all advertisements contemplated are placed. In the event that the Advertiser cancels or does not conclude any series or multiple advertisements, the Advertiser relinquishes the right to the discount or reduced rate and Advertisements will be charged and paid for at the otherwise applicable rate or if none is specified the full rate.

12. If written copy instructions are not received by the agreed copy date, no guarantee can be given that proofs will be supplied or corrections made and the Publisher reserves the right to repeat the most appropriate copy. E-mailer artwork must be received a minimum of 10 working days prior to the sending date. If artwork is not supplied for a booking payment for that booking is still required in full. Full artwork instructions can be found on our website here.

12.1 Where the Publisher provides a proof a maximum of 10 days (5 days for E-mailers) will be allowed for corrections.

12.2 Colour shown on any proof is an indication only. Final print colours may vary within the print process and with stock variations.

12.3 Where the Publisher fails to provide a requested proof and the published advertisement substantially conforms to the copy provided by the Advertiser, then the Advertiser is liable to pay the full cost of the Advertisement.

12.4 Any bulk emailing package must be used within 6 months of the publication date of the respective buyers guide it was sold with or within 6 months of the date of the order being placed unless approved by us in writing. A confirmation email will be sent once an agreed date has been set for your emailer. A fee of £35 will be levied to subsequently change the date of an emailer.

13. The Advertiser warrants that the advertisement does not contravene any Act of Parliament, nor is it in any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice. On the contrary, copy must be legal, decent, honest and truthful. Should it become apparent that this is not the case, the Publisher reserves the right to suspend the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.

14. The Advertiser will indemnify the Publisher fully in respect of any costs, damages or losses arising directly or indirectly from the publication of an advertisement conformed with the copy instructions supplied by the Advertiser. The Publisher will consult with the Advertiser as to the way in which such claims should be handled.

15. The placing of an order by an Advertiser constitutes an assurance that all necessary authority and permission has been secured for the use in the advertisement of a pictorial representation of, or of words attributable to, a living person.

16. If so required, the Advertiser must disclose the identity of the client and reveal the nature of the product/service to be advertised. In the event of the Advertiser failing to comply with such a request, the Publisher reserves the right to cancel the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.

17. If it is intended to include a competition or a special offer within an advertisement, full details should be submitted at the time of booking.

18. In accepting financial advertisements, the Publisher does so on the understanding that their copy content, authorisation and placing have been processed in accordance with the requirements of the Financial Services Act 1986.

19. The copyright on artwork/copy contributed to an advertisement by the Publisher shall be vested in the Publisher.

20. The Advertiser's property and artwork etc. are held at his risk and should be insured by him against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been in his custody for six months from the date of its last appearance.

21. The publisher reserves the right to accept editorial matter from relevant sources and select relevant articles for publication. All editorial supplied or sourced is subject to the publishers editorial control and will be edited as necessary. In the event of editorial matter published incorrectly either supplied or sourced the publisher shall amend or reprint the article in a subsequent issue. Views of advertisers and contributors do not necessarily reflect those of the publishers.

22. Notwithstanding anything in the above which may provide to the contrary, neither the Publisher nor Advertiser shall be liable to one another for any loss or damage, consequential or otherwise, caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, Act of God or other similar contingency beyond the control of either party.

23. These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.