

SHEENGATE PUBLISHING LTD

TERMS & CONDITIONS OF ACCEPTANCE FOR ADVERTISEMENTS

1. In these terms and conditions, "Advertiser" shall include any advertising agent, agency, business or individual contracting to buy space and that commitment shall bind the Advertiser as principal. "Publisher" shall mean Sheengate Publishing Ltd. Our terms take precedence over any other contract issued by an advertising agency. "Advertisement copy" or "copy" shall mean any advertising material intended for publication by the Publisher.
2. The Publisher's rate card does not constitute an offer by the Publisher to contract. All orders for advertisements are subject to availability. The exchange of this advertisement order form constitutes the entire contract between the Publisher and the Advertiser.
3. The acceptance of advertisements for publication by the Publisher is upon the basis of these conditions and no modification or amendment thereto shall bind the Publisher unless agreed in writing. The Publisher reserves the right to refuse, omit, alter, suspend or withdraw all advertisements which do not meet with its approval without incurring any liability towards the Advertiser.
4. The advertiser shall deliver copy by the Publisher's copy date. Copy must be supplied in conformity with the Publisher's requirements as detailed on the rate card.
5. Cancellation: **6 weeks** notice in writing prior to the copy date is required for cancellations. Verbal cancellations are not acceptable. Where a series discount has been given and the Advertiser cancels prior to publication of the complete series, the full rate for each published advertisement shall immediately become due and payable. Where a discount has been given for payment in advance of publication and payment is not effected, the full rate shall become immediately due and payable.
6. If copy instructions are not received by the copy date, no guarantees can be given that corrections will be made and the Publisher reserves the right to repeat the most appropriate copy.
7. Save where the position in the magazine is specified on the Order Form and payment is made in advance, the Publisher reserves the right to position advertisements in any position in the magazine.
8. The Advertiser warrants that any advertisement placed by it does not contravene the provisions of any law, any act of parliament, statutory instrument or order in council and is not defamatory, illegal or libelous and does not infringe any copyright, design right or patent, The Advertiser indemnifies the Publisher against all actions, proceedings, claims, demands, cost and expenses whatsoever which may be taken or made against the Publisher in respect of or arising out of any advertisement placed by it.
9. The Publisher shall not be responsible for typographical or minor errors in advertisements, which do not substantially affect the sense of the advertisement. In the case of a booked series of advertisements, the Publisher does not accept responsibility for errors in copy of any nature after the first insertion. The Publisher's liability for an incorrect advertisement is limited to a maximum of the insertion cost. The Publisher shall in no respect whatsoever be responsible for effectiveness for the Advertiser's purpose of the advertisement. The Publisher accepts no responsibility for damage to or loss of artwork.
10. In the event of late payment by the Advertiser, the Publisher reserves the right to temporarily suspend the series until payment has been made.
11. In consideration of the Publisher agreeing to provide credit to the Advertiser, the person who either signs the order form or confirms the online order on behalf of the Advertiser (the "signatory") agrees that, if the Advertiser fails to pay the Publisher on demand the signatory will be personally liable to pay all amounts due and unpaid by the Advertiser to the Publisher under this contract and this liability will not be discharged by any time or other concessions given by the Publisher to the Advertiser.
12. Where credit given, orders for space are accepted on the basis that accounts are settled promptly within 7 days. Unless queries are raised within **7 days** of invoice, the invoice will be deemed to have been accepted. The Publisher reserves the right to charge interest on accounts outstanding after this period at the rate of 15% per annum.
13. The placing of an order with the Publisher by the Advertiser will be deemed to be an acceptance of these terms and conditions by the Advertiser.

COPY

1. The Advertiser shall be responsible for delivery of copy to the Publisher by the copy date prior to insertion.
2. Accepted artwork formats (including mechanical data etc.) are available to view on our website at www.sheengate.co.uk. If you are supplying artwork please check here, as it will help reduce problems.
3. Where the Publisher undertakes to prepare an advertisement:
 - a) Where no charge has been made for the creation of artwork, no credit can be given for errors, mistakes or poor reproduction. Where the publishers have typeset the advertisement, this artwork remains the copyright of Sheengate Publishing Ltd.
 - b) Changes in layout and style of advertisement must be provided two weeks before copy date.
 - c) The publisher will make every effort to supply mono proofs of advertisements for which copy has been supplied by the official copy date.
 - d) Corrections must be received within 24 hours.