

Advertising Terms & Conditions

These terms and conditions apply to each and every advertising agreement (be it by letter, fax, e-mail, order form or telephone) entered into between the publisher MG Media & Mags (Trading as The RG8 Directory and/or The Didcot Directory) and the advertising client or their agent(s).

All advertising is offered on a first come first served basis. We reserve the right to refuse to publish an advertisement, copy, illustrations or artwork at our sole discretion. The minimum commitment (unless agreed separately) is for one advert on one double issue (two months of distribution of the same issue in the two delivery areas, area 1 and area 2).

We reserve the right to remove advertisements immediately and without notice for what we consider justifiable legal reasons or on receipt of justifiable complaints.

In these terms and conditions the publisher means MG Media & Mags (trading variously as The RG8 Directory, The Didcot Directory and their associated printed publications and e-mail newsletter, website or printed newsletter hereinafter collectively referred to as **MG Media & Mags**. Here the **Advertiser** means the person, firm, company or agent who is the commissioning advertiser of the goods or service being promoted using one or more of the MG Media & Mags media.

Communication of the **Advertising Order Form** to which this agreement applies and all notices given under this agreement or any communication between the parties with respect to any of the provisions of this agreement shall be in writing and shall be deemed to be duly given and communicated if sent and received by letter, fax or e-mail.

Orders for the insertion of advertisements in MG Media & Mags media are accepted subject to the following:

1. The Agreement is specific to the Advertiser, and the Advertiser may not assign or transfer or otherwise part with the Agreement without the Publisher's written consent. Where two or more persons are named as the Advertiser, their liability shall be joint and several.
2. The Publisher reserves the right to make any alteration it considers necessary or desirable and to require illustrations, artwork or copy to be amended to meet its approval.
3. Advertising copy shall be legal, decent, honest and truthful. It shall comply with the British Code of the Advertising Standards Authority, and with all other current UK legislation.
4. Copy may be changed as required by the Advertiser, provided adequate time is allowed. Any request by the Advertiser for modification of the advertising material may incur additional charges and may require completion of a new agreement. The Publisher shall have no obligation to complete any such new agreement. Adverts may be supplied up to the advert deadline, after which no further alterations are available.
5. Advertising orders are issued by an Advertiser as a principal.
6. The Advertiser shall ensure that it has all necessary rights, licences and

consents to incorporate or to allow the incorporation by the Publisher of any materials provided by the Advertiser into MG Media & Mags media to be published or otherwise made available on the Internet and to link MG Media & Mags media to any web sites owned by the Advertiser or any third parties to which the Advertiser wishes MG Media & Mags media to be linked.

7. All media and Internet sites to which MG Media & Mags media advertisements are linked and directed shall incorporate the full contact details of the advertiser including trading name, postal address, telephone number, VAT registration number where appropriate, and the registered office address and company registration number where the advertiser is a limited company.

8. All of the Advertiser's rights to and its registered trademarks, which are incorporated into the MG Media & Mags media, shall remain the property of the Advertiser.

9. Copyright in all photographs taken by the Publisher and its agents and in all copy and artwork prepared by the Publisher or its agents shall be vested in the Publisher, and the Advertiser hereby assigns all such copyright to the Publisher.

10. The Advertiser agrees that questions and complaints from individuals accessing advertisements or any related materials, articles supplied by the Advertiser, goods or services offered by the Advertiser on MG Media & Mags media shall be the exclusive responsibility of the Advertiser and the Advertiser shall indemnify the Publisher in respect of any claims or complaints brought against the Publisher.

11. The Publisher will not be liable or responsible in any way for mistakes or misrepresentation.

12. The Publisher shall provide the advertising service with reasonable care and skill in a professional and timely manner and in line with the specification unless otherwise agreed by both the Publisher and Advertiser. Notwithstanding the foregoing, the Advertiser acknowledges and agrees that it is technically impossible to provide a service which is 100% free of faults and/or downtime and that the Publisher does not undertake to do so.

13. The Publisher may at any time vary the technical specifications of the advertisement service (or any part of it) for operational reasons.

14. From time to time the Publisher may carry out without notice maintenance to its equipment and systems, and shall use all reasonable endeavours to ensure that where possible minimum disruption to the service is caused.

15. The Advertiser shall report to the Publisher any faults or suspected faults as soon as the suspected faults come to the Advertiser's attention.

16. The Advertiser shall keep confidential all passwords, security identification or encryption details relating to MG Media & Mags media.

17. The Advertiser shall take all reasonable precautions to avoid supplying or uploading files that contain a virus or corrupted data.

18. All intellectual property rights in the existing and new copy used by the Publisher in the production of MG Media & Mags media shall remain the property of the Publisher (or its licensors). The Advertiser shall not delete any trade marks or copyright legends or other statements of ownership from any of the copy in MG Media & Mags media.

19. All goodwill arising in connection with any current or future trade names associated with MG Media & Mags media and the logos of the Publisher shall belong to the Publisher.

20. The Publisher does not monitor or control and shall not be held responsible for the content of the web site, messages, bulletin boards or internet groups related to the Advertiser and forming part of the advertising agreement with MG Media & Mags media. The Advertiser agrees that all such matters are its own responsibility.

21. The Advertiser agrees to indemnify the Publisher in respect of all costs, damages or other charges falling upon the Publisher as the result of legal actions or threatened legal actions arising from the advertiser's publications in MG Media & Mags media, published in accordance with the advertising instructions supplied to the Publisher.

22. Unless specified otherwise, the Publisher shall issue invoices at the commencement of an agreed advertising period and shall renew and re-invoice the advertisement on a periodic basis until instructed not to do so by means of formal termination.

23. Termination by the Advertiser: must be in writing by letter, fax or e-mail giving not less than 30 days notice prior to commencement of a new advertising period. In the case of Newsletter / web advertising a minimum of 15 days notice prior to publication (15th of every month) is required.

24. The Publisher reserves the right to re-design parts of or the entire website and to re-position advertising and sponsorship accordingly without prior notice.

25. The practice of deep linking may be necessary, thus enabling visitors to bypass the Advertiser's home page to visit specific areas of the website directly.

26. Positioning of advertisements is at the sole discretion of the Publisher except where a request for a specific preferred position is agreed between the parties in writing. Material must be received by the agreed date; otherwise position may be lost, or reduced.

27. The Publisher may create an advertisement on behalf of the Advertiser if material is not received by the agreed deadline. Additional charges may be applied (but notified in advance). Stock artwork that may be required is charged to the advertiser at cost plus 15%.

28. Any advertisement can be cancelled without charge within 20 days from the initial booking. Cancellations made after those 20 days and up to 30 days before the scheduled start date of the advertisement will be subject to cancellation damages amounting to 20% of the cost of the advertisement. Cancellation damages of 50% of the advertising contract amount will be due and payable to the publisher by the advertiser if the advertiser cancels advertisements less than 30 days before the scheduled start date for print and 15 for Digital media. After an advertisement has started all advertisements must run their contracted duration as per the Advertising Order Form.

Payment for advertising is on the following terms: By placing an advert you hereby agree automatically to these terms.

1. Payment must be settled in full at the time of booking or within 10 days from the date of invoice. All cheques should be made payable to **'MG Media & Mags'**.

2. No advertising can commence and no advertisements will be published until payment has been received.
2. Outstanding payments after 14 days from invoice date shall be subject to the penalties specified in the Late Payment of Commercial Debts (Interest) Act 1998 with an additional penalty charge of £50 plus VAT.
3. The existence of a query on an individual item in an account shall not affect the due date of payment of the balance on the account for remaining items that are not subject to the query.
4. The Agreement shall continue in force for the period agreed by both the Publisher and Advertiser or, in the absence of any agreed time, until cancelled by one of the parties.
5. The Publisher shall be entitled to terminate the Agreement immediately by notice in writing to the Advertiser if the Advertiser being an individual, company or partnership is unable to pay its debts within the meaning of the relevant Insolvency Acts or commits an irredeemable breach of the agreement.
6. Termination of the Agreement shall be without prejudice to any rights accrued by the Publisher prior to termination.
7. The advertising commitment is for a minimum of one advert within a 2 month period. If the advertiser does not contact the publisher within 15 days of the publication then the advert will automatically run in the next publication. The Advertiser shall repay the Publishers on an indemnity basis for all costs and expenses (including legal costs) incurred by the Publisher in (a) finding the Advertiser's address if the Advertiser changes address and fails to notify the Publisher and (b) in recovering any sums due to it under the Agreement.

The failure of the Publisher to enforce or to exercise, at any time or for any period of time, any term of or any right arising pursuant to the Agreement does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect the Publisher's right later to enforce or exercise it.

The placing of an order for an advertisement with the publisher shall amount to an acceptance of the above terms and conditions to the exclusion of all other conditions.

Should any of the statements or terms and conditions in this agreement be determined illegal or unenforceable for any reason by a court of law then such statement, term or condition shall be deemed severable from this notice and the remaining statements, terms and conditions shall survive and remain in full force and continue to be effective, binding and enforceable.

These Terms & Conditions are governed by the laws of England and Wales and Advertisers agree to submit to the exclusive jurisdiction of the Courts of England and Wales.