



Conditions of acceptance of advertisements

Publishers of the Daily Echo, Christchurch Times, Swanage & Wareham Advertiser, the Herald and associated titles and web sites. Orders for insertion of advertisements for Newsquest Dorset titles and/or websites are accepted subject to the following conditions. For the avoidance of doubt, in these terms the words "published" or "publication" shall mean published in any newspaper and/or on any website(s) owned and produced by the publisher.

- (1) The placing of an order constitutes a warranty from the advertiser and/or advertising agency to the publisher:
 - i) That the advertisement is legal, decent, honest and truthful, complying with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with the requirements of current legislation; and
 - ii) That the advertisement is not defamatory and does not infringe the copyright, moral rights or any other rights of any third party.
- (2) Advertisements appearing on Newsquest Dorset websites may contain only hyperlinks or metatags linking to the advertiser's own website. No other hyperlinks or metatags may be included in any advertisements save with the express prior permission of the publisher.
- (3) The advertiser and/or advertising agency agrees to indemnify the publisher in respect of all costs, claims, damages, or other charges arising directly or indirectly as a result of the publication of the advertisement(s).
- (4) While every endeavour will be made to meet the wishes of advertisers, the publisher does not guarantee the publication of any particular advertisement or its publication on any particular date.
- (5)
 - (i) In the event of any error, misprint or omission in the publication of an advertisement or part of an advertisement (however caused) the publisher will either re-publish the advertisement or relevant part of the advertisement as the case may be or make a reasonable refund of or adjustment to the cost. No re-publication, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement.
 - (ii) 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 liability arose or
 - (b) the cost of a further or corrective advertisement of a type and standard reasonable comparable to that in connection with which liability arose.
 - (iii) It is the responsibility of the advertiser/advertising agency to check the first appearance of any series of advertisements and notify the publisher immediately of any errors. The publisher assumes no responsibility for the repetition of errors unless notified by the advertiser.
 - (iv) Save as set out above, the publisher accepts no liability in respect of any loss or damage occasioned directly or indirectly as a result of publication of any advertisement or any loss or damage occasioned directly or indirectly by any total or partial failure (however caused) of publication of any advertisement or of any title or website in which any advertisement is scheduled to appear.
- (6) Without prejudice to the foregoing, the publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward replies to box numbers to the advertiser (however caused). The advertiser hereby authorises the publisher to return to its originator or destroy any communication which, in the reasonable opinion of the publisher, should not be delivered to the advertiser.



(7) The publisher reserves the right to:

(i) Refuse any advertisement or if already accepted to cancel the order at any time by giving reasonable notice before the next insertion, but in that event the advertiser/advertising agency shall not be liable for payment of the difference (if any) between the rates for the series specified in the order and the usual price for the series of insertions which has appeared when the order is stopped;

(ii) Require any alteration it considers necessary or desirable in any advertisement.

(8) An advertising agency may cancel any unexpired part of an order without penalty in the event of the death or failure of its client.

(9) The copyright for all purposes in all artwork, copy and other material which the publisher or his employees have originated, contributed to or reworked shall vest in the publisher.

(10) The placing of an order by an advertiser, or an advertising agency on behalf of a client, constitutes an assurance that all necessary authority and consents have been secured in respect of the use in the advertisement(s)

(a) of pictorial or other representations of (or purporting to be of) living persons, and of references to any words attributed to living persons and

(b) any material the copyright in which vests in a third party.

(11) Any material submitted by the advertiser is held by the publisher at the advertiser's risk and should be insured by the advertiser against loss or damage from whatever cause. The publisher reserves the right to destroy without notice all such property after the date of its last appearance in an advertisement unless the advertiser has given instructions to the contrary.

(12) Orders cannot be cancelled once the publisher has commenced to carry out the order in accordance with the first publication date requested by the advertiser. In other cases the publisher will require four clear working days' notice of cancellation of any order or unexpired part of an order, or in the case of an advertisement which by reason of its position is chargeable at a premium rate, not less than seven clear working days' notice. All cancellations must be notified in writing. Email notification of cancellation is acceptable. A unique cancellation number will be issued on receipt of notification of any cancellation or order and must be quoted by the customer in the event of any dispute.

(13) The publisher reserves the right to insert copy last used if advertising copy or artwork has not arrived by deadline. If no last used copy is available/applicable, the publishers reserve the right to charge the advertiser for the cost of the space booked. The publishers also regret that, whilst every effort will be made, they cannot guarantee alterations being made to copy after the normal advertisement deadline has passed.

(14) Participation in Advertisement Features does not imply that advertisers will be mentioned in accompanying editorial.

(15) The rate payable for transmission of any advertisement shall be in accordance with the Publisher's current rates save as otherwise agreed with the Publisher. VAT will be charged on all advertising in accordance with current legislation. All gross advertising rates (except classified lineage and semi-display) are subject to a 0.1% Advertising Standards Board of Finance (ASBOF) levy, payable by advertisers to help finance the self-regulatory system administered by the Advertising Standards Authority.



(16) Unless credit terms have been agreed, payment must be received in full before the normal advertisement booking deadline. Payment may be made by cheque, VISA, Switch or Mastercard. When credit is allowed, payment terms are as follows:

(i) In respect of advertisements submitted by advertising agencies the due date for payment is the 28th day of the month following the date of invoice. In all other cases, the due date for payment is the 20th of the month following the date of invoice (10 days from the date of invoice where short term credit is agreed).

(ii) When the sum owing has not been received by the publisher by the 20th of the month following the date of invoice, the publisher reserves the right to levy a surcharge of 12.5% of the debt or £20, plus VAT, whichever is the greater. In the case of late payment by agencies, the publisher reserves the right to impose a surcharge of 3% at the end of the month following the month of invoice and a further 2% after a further month.

(iii) The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.

(iv) If an account becomes overdue for payment, the publisher reserves the right to stop any further insertions.

(17) The publisher reserves the right to disclose the name and address of advertisers and/or agencies to the police, trading standards officials, or any other relevant authority and, where the publisher in its sole discretion deems it reasonable, to other third parties.

(18) Advertising orders are issued by an advertising agency as a principal and must be on the agency's official form. When copy instructions not constituting an official order are issued, they shall be clearly marked "Copy instruction – not an order".

(19) The terms of the Terms of the Recognition agreement between the Newspaper Society, or between the Newspaper Society and the Newspaper Proprietors' Association and recognised advertising agencies are deemed to be incorporated in these conditions of acceptance of advertisement orders for the publication and transmission of all advertisements accepted from the recognised advertising agency, excluding any recommendations concerning payment terms. Agency orders are accepted by the publisher on the strict understanding that the payment terms detailed in Clause 16 above apply. An agency commission rate of 10% will apply at all times. Without prejudice to the generality of these terms, these conditions of acceptance specifically extend to any personal guarantee given by the Directors or any other person on behalf of a recognised agency at the time of recognition in respect of any unsatisfied liabilities of the agency in the event of the agency's liquidation or insolvency. Such guarantee is part of these conditions of acceptance.

(20) The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated on an agency's or advertiser's order form or elsewhere by an agency or an advertiser shall be void insofar as they conflict with them.

(21) These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.