

ADVERTISING TERMS & CONDITIONS

1 Interpretation

1.1 In these Terms and Conditions:

“Advertising Service” means: (a) the sale of space in DHP’s publications; (b) sale of space on DHP websites (c) designing of advertisements where requested by the Client; and (d) printing and/or insertion of inserts.

“Advertising Rates” means DHP’s scale of charges for advertising, which includes discounts for the number of adverts booked

“Client” means the person or business for whom DHP has agreed to provide the Advertising Service in accordance with these Terms and Conditions and shall include agents of the Client or any media buyer.

“Advert Copy Deadline Date” means the deadline date notified in advance to the Client by DHP when all input materials must be received by.

“Designs” means any layout, format and, where requested, creative content.

“DHP” means David Hall Publishing Limited, Company Number 1934233, whose registered office is at 2 Stephenson Close, Drayton Fields, Daventry, Northants, NN11 8RE.

“DHP’s Standard Charges” means the charges shown in Published Literature relating to the Advertising Service from time to time.

“Document” includes, in addition to a document in writing but not limited to, any map, plan, graph, drawing or photograph, any film negative tape or other device embodying visual images and any disc, tape or other device embodying any other data.

“Input Material” means any Documents or other materials and any data or other information provided by the Client relating to the Advertising Service.

“Output Material” means any Documents, the advertisement itself and the transmission medium of the advertisement including, but not limited to, compact disc, DVD or other electronic or magnetic format.

“Published Literature” means any DHP rate cards or published terms of the current British Rate And Data (BRAD).

2 Contract

A Contract will be made when either (a) the Client signs a completed order form provided by DHP or (b) the Client confirms the order by return e-mail, post and fax (“**The Contract**”).

2.2 These Terms and Conditions will apply to the Contract and all contracts between the Client and DHP, and no terms or conditions proposed by the Client nor any variation will be effective unless signed by DHP. No employee of DHP (other than a director) has authority to make any statement or representation relating to the subject matter of the Contract.

2.3 Where the Client is entering into the Contract as an agent on behalf of a client, both the agent and the Client will be jointly and severally liable under the Contract.

The Client warrants that it contracts with DHP as principal, notwithstanding that the Client may be acting directly or indirectly as an advertising agent, media buyer or in some other representative capacity. Where the Client is an advertising agency, the Client warrants that it is duly authorised to place the advertisement with DHP.

3 Supply of Advertising Services

3.1 The Client shall, at its own expense, supply DHP with all necessary Documents or other materials and all necessary data or other information relating to the Advertising Service, within sufficient time to enable DHP to provide the Advertising Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

3.2 The Client shall, at its own expense, retain duplicate copies of all Input Material and insure against its accidental loss or damage. DHP shall have no liability for any such loss or damage, however caused. All Output Material shall be at the sole risk of the Client from the time of creation.

3.3 The Advertising Service shall be provided in accordance with DHP’s completed order form and otherwise in accordance with the Published Literature relating to the Advertising Service from time to time, subject to these Terms and Conditions.

3.4 Further details about the Advertising Service and advice or recommendations about its provision or utilisation, which are not given in DHP’s promotional literature, are available on written request from DHP or by visiting www.davidhallpublishing.co.uk.

3.5 DHP may correct any typographical or other errors or omissions in any promotional literature quotation or other document relating to the provision of the Advertising Service without any liability to the Client.

3.6 Advertisements are accepted only on the condition that the Client warrants to DHP that the Client has the right to publish the advertisement without the infringement of any rights of any party. Therefore the Client warrants that any Input Material is legal, decent, honest, truthful, not defamatory and that any description relating to the subject of advertisement is true and accurate and its use by DHP for the purpose of providing the Advertising Service will not infringe the copyright, trademark, other intellectual property rights or other rights of any third party nor the British Code of Advertising Practice; complies fully with the Advertising Standards Authority Codes of Practice and similar codes and practices (as applicable from time to time); is not in breach of any relevant legislation; is not discriminatory and complies with any legislation or regulation, such as those relating to the provision of financial services, which apply specifically to the Client’s products or services. If any advertisement submitted for publication contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be readily identified, the Client warrants that the Client has obtained the authority of such living person to make use of such name, representation and/or copy.

3.7 In consideration of publishing any advertisement, the Client indemnifies and holds DHP harmless against any breach of the warranties contained in clause 3.6 and any and all claims (whether in contract, tort, statute or otherwise) for any form of damages, losses, costs, injury or harm sustained by DHP or any other party (including all reasonable fees of any legal advisers) in consequence of the publication of, or any act or omission in relation to, the advertisement or Advertising Service and/or any material of the Client to which users can link through the advertisement.

3.8 Acceptance of any advertisement by DHP (including any URL link contained or embedded in any advertisement) shall not be deemed to be an acknowledgement by DHP that the Client has complied with any or all relevant laws, regulations or industry codes.

3.9 DHP may at any time, without notifying the Client, make any changes to the Advertising Service which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of the Advertising Service. DHP will, subject to the provisions of the Contract, publish the advertisement and will distribute the relevant magazine.

3.10 DHP does not give any warranty, condition or undertaking whatsoever as to the circulation of the magazine or of response to the advertisement.

3.11 DHP will, where requested, endeavour to provide the Client with a proof of all advertisements prior to publication. However, DHP does not give or make any warranty, condition or undertaking whatsoever that such proof will be provided. Where time does not permit the issue of proofs, the advertisement will be published in accordance with the relevant advertisement content details provided by the Client and such publications will be deemed to satisfy the obligations of DHP.

4 Charges

4.1 Subject to any special terms agreed, the Client shall pay DHP’s Standard Charges and any additional sums which are agreed between DHP and the Client for the provision of the Advertising Service or which in DHP’s sole discretion are required as a result of the Client’s instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

4.2 DHP’s Standard Charges are subject to revision at any time and orders for the provision of an Advertising Service are accepted on the condition that the price binds DHP only in respect of the period specified in the signed order.

4.3 All charges quoted to the Client for the provision of the Advertising Service are exclusive of any Value Added Tax for which the Client shall be additionally liable at the applicable rate from time to time.

4.4 DHP shall be entitled to invoice the Client at the time the Advertising Service is ordered or, alternatively, at other times agreed in advance with the Client. Payment for each advertisement shall be due in full on the date of invoice unless DHP has granted credit facilities to the Client.

4.5 DHP’s Standard Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax and without any set-off or other deduction) as clearly stated on the front page of the invoice (“**The Due Date**”). Payment will be required either BY RETURN or within 30 DAYS of the date of DHP’s invoice.

4.6 If payment is not made on the Due Date, DHP shall be entitled without limiting any other rights it may have – to charge interest on such sum on a day-to-day basis (both before and after judgement) at the rate applicable pursuant to the Late Payment of Commercial Debts (Interests) Act 1998 (as amended) from the Due Date until the outstanding amount is paid in full. DHP may also suspend or cancel any Advertising Services until full payment is made.

4.7 Advertisements booked on a series basis and at series rates are subject to a surcharge if cancelled before expiry of the series ordered. Any series of advertising does not entitle the Client to any editorial content. DHP may at any time suspend or cancel the Client’s credit account facility whereupon payment for all advertisements placed shall be due and payable immediately.

5 Rights and Input Material and Output Material

5.1 The property and any copyright or other intellectual property rights in:

5.1.1 any Input Material shall belong to the Client; and

5.1.2 any Output Material shall, unless otherwise agreed in writing between the Client and DHP, belong to DHP subject only to the right of the Client to use the Output Material for the purposes of utilising the Advertising Service. However, any Designs may not be reproduced without the consent of DHP.

5.2 Any Input Material or other information provided by the Client, which is designated by the Client as confidential or which by reasonable implication is of a confidential nature, and any Output Material shall be kept confidential by DHP. Output Material or other information provided by DHP which is designated by DHP as confidential or which by reasonable implication is of a confidential nature, shall be kept confidential by the Client but the foregoing shall not apply to any Documents or other material, data or other information which is required by any competent court of law or regulatory authority or is in the public knowledge at the time when provided by either party and shall cease to apply if at any future time such confidential information becomes public knowledge through no fault of the other party.

6 Limitation on Liability

6.1 DHP warrants to the Client that the Advertising Service will be provided using reasonable care and skill and as far as reasonably possible in accordance with DHP’s printer’s requirements. Where, in connection with the provision of the Advertising Service DHP supplies any goods (including Output Material) supplied by a third party, DHP does not give any warranty, guarantee or other affirmation as to their quality, fitness for purpose or otherwise but shall, where possible, assign to the Client the benefit of any warranty guarantee or indemnity given by the person supplying the goods to DHP.

6.2 DHP shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or arising from their late arrival or non-arrival or any other fault of the Client.

6.3 Except in respect of death or personal injury caused by DHP’s negligence or as expressly provided in these Terms and Conditions, DHP shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty of common law or under the express terms of the Contract for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of DHP, its servants or agents or otherwise) which arise out of, or in connection with, the provision of the Advertising Service or its use by the Client. The entire liability of DHP under or in connection with the Contract, shall not exceed the amount of DHP’s charges for the provision of the Advertising Service except as expressly provided in these Terms and Conditions.

6.4 Except to the extent specified in 6.5 below, DHP shall not be liable for any loss or damage suffered by the Client as a result of any total or partial failure (howsoever caused) of publication, distribution or availability of any medium in which any advertisement is scheduled to be included, or for any error, misprint or omission in the printing of any advertisement. In the event of a printing error or omission which detracts materially from the advertisement, DHP will provide a credit note to the Client for the value deemed fair and reasonable having regard to the nature of the error or omission. No reinsertion, refund or adjustment will be made for any other error or omission.

6.5 The total liability of DHP to the Client for any act or omission of DHP, its servants or agents relating to any advertisement shall not exceed the amount of a full refund of any price paid to DHP for the advertisement. Without limiting the foregoing, DHP shall not be liable for any loss of profits or business or for indirect or consequential loss. DHP accepts no liability for the repetition of an error in an advertisement ordered for more than one insertion, unless notified immediately by the Client after the error occurs. Complaints regarding reproduction of printed advertisements must be received in writing within 21 calendar days of the cover date.

6.6 DHP reserves the right to withdraw any of its publications from sale or to cease publishing any of them. The Client’s sole remedy due to such withdrawal/cessation is a full refund of any monies paid for the Advertising Service.

6.7 DHP shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of DHP’s obligations in relation to the Advertising Service if the delay or failure was due to any cause beyond DHP’s reasonable control.

6.8 It is the responsibility of the Client to check that the first insertion of a series advertisement is published correctly.

6.9 Any claim by the Client with regard to the advertisement (whether in respect of error, omission, payment terms or otherwise) must be received by the publisher in writing within 21 days from the date of the invoice. The Client acknowledges that such a time period for claims is reasonable in respect of the nature of the Contract. If no claim is received within this time the Client shall be bound to pay the price as if the advertisement had been placed satisfactorily in accordance with the Contract.

6.10 Any claim shall only be considered if clause 6.9 is strictly complied with and subject to terms of payment having been met in all respects in relation to all invoices that are due at the date of the claim and payment of all undisputed items in respect of the invoice which is the subject of a claim.

7 Pricing

7.1 The pricing of this Contract has been determined by the exclusion(s) and limitations of liability set out in these Terms and Conditions. Should the Client wish DHP to assume greater liability the Client must notify and agree the same in writing with DHP.

8 Termination and Cancellation

8.1 Either party may (without limiting any remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and Conditions and (if capable of remedy) fails to remedy the breach within 21 calendar days after being required by written notice to do so, or if the other goes into liquidation or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

8.2 The Client may cancel or amend an order by giving written notice to DHP and completing a DHP cancellation form, provided that such notice is received by DHP on or before the advert copy deadline. DHP cannot accept the cancellation of any order made after the advert copy deadline and the order will be charged at the agreed rate.

8.3 In the event that the client has benefited from discounted advertising rates then DHP reserves the right to re-charge retrospectively for adverts already taken if the order is cancelled or amended.

9 Advertising Copy and Inserts

9.1 The Client will provide all materials, including copy for the Advertising Service, in accordance with DHP policies in effect from time to time and notified in advance, including (without limitation) the manner of transmission to DHP and the time prior to publication of the advertisement. The Client must provide all such materials in accordance with DHP’s printer’s specifications and at the intervals and within the times referred to in DHP’s printer’s specification sheet. DHP shall not be required to publish any advertisement that is not received in accordance with such policies. DHP will not be liable for any form of damage, loss, costs, injury or harms sustained by the Client or any other party in consequence of or resulting directly or indirectly out of any delay or error in – or omission, cancellation, publication or transmission of – any advertisement. It is the Client’s responsibility that copy and inserts are supplied to DHP and DHP is not responsible for requesting such.

9.2 If the Client does not provide copy or instructions in accordance with DHP policies in effect from time to time and, in any event, by the relevant Copy Date, DHP may repeat the copy last used, or at its discretion only print the name, address and telephone number of the Client.

9.3 Where the Client has undertaken to supply inserts which have been accepted and approved by DHP, DHP may change the rate agreed if the inserts fail to arrive at the agreed time and place for insertion.

9.4 If the Client fails to check and return an advertising proof, DHP may print the Advertising as prepared and at the agreed price.

9.5 Copy material provided must conform to DHP’s requirements. If not, DHP may make an additional charge, providing prior written notice is given to the Client.

9.6 The Client shall be responsible for any loss or damage to all artwork and advertising material delivered by it to DHP and DHP accepts no liability for any loss or damage to all artwork and advertising material however caused. DHP reserves the right to reject or cancel any advertisement, order, space reservation or position commitment at any time. DHP may alter the date of insertion or the positioning of any advertisement. DHP does not undertake to return any material supplied by the Client, unless there is a specific request particularly in the case of photographs, colour separations, discs or samples.

9.7 DHP may destroy all materials which have been in the custody or control of it or its printer for at least three months.

9.8 DHP reserves the right to charge for colour separations not supplied by the Client or for any line artwork and typesetting where an Advertisement is prepared to a Client’s requirements.

9.9 DHP, at its discretion, may modify the wording of any classification section or trade heading.

9.10 The final position of advertisements is arranged at DHP’s sole discretion to optimise layout and paper usage and, accordingly, DHP does not give or make any warranty, condition or undertaking whatsoever, whether express or implied, as to the position or page of any advertisement or that it will appear on any specified date in the relevant publication or medium.

10 General

10.1 These Terms and Conditions constitute the entire agreement between the parties and supersede any previous agreement or understanding and may not be varied, except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.2 Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing, addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 If any provision herein is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.

10.5 English law shall apply to these Terms and Conditions and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

10.6 DHP will not be held liable for any breach of the Contract due to any cause beyond its control, including (without limitation) industrial action, lock out, act of god, inclement weather, act or omission of Government, war difficulties in obtaining raw materials, labour, fuel, parts or machinery power failure, or breakdown of machinery.

10.7 DHP is part of the Angling Trades Association Credit Circle.

10.8 The foregoing Terms and Conditions shall continue to apply regardless of any change in the legal status of the Client. The Client shall notify the nature of any such change to DHP within seven calendar days of it being affected.