

# TERMS & CONDITIONS

1. These conditions shall apply to all advertisements accepted for publication. Any other proposed condition shall be void unless incorporated clearly in written instructions and specifically accepted by Web Windows Marketing Ltd. For your protection calls to and from the publisher may be recorded. The contract which incorporates these conditions shall be constructed under and governed by the law of England and the parties hereby irrevocably agree that the courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatsoever nature arising out of or in relation to this contract or breach thereof.
2. All advertisements are accepted subject to the Publisher's approval of the copy and to the space being available.
3. If it is intended to include in an advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details must be submitted at the time of booking.
4. Web Windows Marketing Ltd reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise. Should such omission or suspension be due to the act or default of the Advertiser or his servants or agents then the space reserved for the advertisement shall be paid for in full notwithstanding that the advertisement has not appeared. Such omission or suspension shall be notified to the Advertiser as soon as possible.
5. If Web Windows Marketing Ltd considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Advertiser may not necessarily have the right to, cancel if the alterations requested are not acceptable, particularly when such changes are due to an emergency or circumstances beyond Web Windows Marketing Ltd's control. Every care is taken to avoid mistakes but Web Windows Marketing Ltd cannot accept liability for any errors due to third parties, subcontractors or inaccurate copy instructions.
6. The Advertiser undertakes that his advertisement does not contravene any domestic legal requirements he/she may have.
7. The Advertiser will indemnify Web Windows Marketing Ltd in respect of any claim made against the Publisher arising from the advertisement. Web Windows Marketing Ltd will consult with the Advertiser as to the way in which such claims are to be handled.
8. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds Web Windows Marketing Ltd only in respect of the next issue to go to press. In the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.
9. If an Advertiser cancels the balance of a contract, except in the circumstances set out in Clause 5 or 8 above, he/she relinquishes any right to the series discount to which he/she was previously entitled and advertisements will be paid for at the appropriate rate.
10. 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 Agent. These charges will be at the rates agreed prior to publication. Complaints regarding reproduction of advertisements must be received in writing within one calendar month of the cover date. Colour advertising rates are inclusive of the making of four colour separations or of any film work required to produce the desired colour(s) and such work will be charged extra.
11. Web Windows Marketing Ltd cannot accept the quality of reproduction if the artwork has been generated from an on line supply.

12a. At least 12 weeks' notice prior to publication is required to stop or suspend an insertion. Notice of intention to cancel your insertion(s) must be forwarded to Web Windows Marketing Ltd by registered post/courier to the following address: The Production Department: Web Windows Marketing Ltd, Hectors House, Newgates, Stamford, Lincs, PE9 1PG. NB. CANCELLATION BY ANY OTHER METHOD WILL NOT-BE ACCEPTED.

12b. A penalty charge of 20% of the total order value will be levied on all cancelled orders.

13. When an advertisement has been booked and the Advertiser has not supplied copy by press date and no existing copy is already held, Web Windows Marketing Ltd reserves the right to print the Advertiser's name, address and telephone number, together with the words "This space reserved for..." or a similar message of the Publisher's choice in the space allocated. Web Windows Marketing Ltd will invoice the Advertiser for the whole cost of the advertisement and the amount is payable on due date.

14. If copy instructions are not received by agreed 'copy date' no guarantee can be given that proofs will be supplied nor corrections made and Web Windows Marketing Ltd reserves the right to repeat the most appropriate copy.

15. Advertisers' property, artwork etc.; are held at Owner's risk and should be insured by them against loss or damage from whatever cause. Web Windows Marketing Ltd reserves the right to destroy all artwork, which has been in his custody for 12 months from the date of its last appearance.

16. Web Windows Marketing Ltd reserves the right to charge overdue accounts at the rate of 10% per month for each calendar month outstanding.

17. Web Windows Marketing Ltd reserves the right to exert full control over any editorial submitted by an advertiser for possible inclusion in editorial pages. No liability will be accepted for any errors or subsequent damages by any such inclusion. Further, irrespective of any verbal or written assurances, the inclusion of an editorial write-up under no circumstances constitutes a condition of booking of advertising. Non-appearance of editorial write-ups does not constitute a reason for withholding payment of advertising booked. Editorial matter not received by the published deadline may not be included.