

## Definitions and acceptance of the Terms & Conditions

1. Inprimo Marketing Limited accepts publication of advertisements on the terms and conditions set out below.
2. These terms apply to advertisements within its publications and on its websites; specified on the advertisers booking form.
3. By placing an order, the advertiser (which is the person placing the order for the advertisement, whether they are an advertiser or an agency acting on behalf of an advertiser.) accepts and agrees to be bound by these terms in full.

## Content & Delivery of Advertisements

4. Materials and/or artwork (advertisement) for an advertisement must be provided to Inprimo Marketing Limited no later than the deadline date for your chosen issue (3 weeks prior to release date). Inprimo Marketing Limited accept no liability for non receipt of artwork. It is the advertisers responsibility to provide/approve editorial / for inclusion within their chosen issue. Inprimo Marketing is not liable for the rewriting of editorial. Inprimo Marketing Limited is not liable mistakes printed within the advertisers advertisement or the advertisers editorial.
5. Inprimo Marketing Limited, without any responsibility to the advertiser may reject, cancel or request new content, should the provided content be considered unsuitable for print. Inprimo Marketing Limited reserve the right to not print/publish any provided content should the advertiser have not paid for their advertisement.
6. The publication of an advertisement by Inprimo Marketing Limited does not mean that Inprimo Marketing Limited accepts the advertisement has been provided in accordance with these terms or that Inprimo Marketing Limited has waived its rights under these terms.
7. The advertiser guarantees to Inprimo Marketing Limited that:
  - a. Any information supplied in connection with the advertisement is accurate, complete, true and not misleading.
  - b. It has obtained the consent of any person/s whose name or image is contained in any advertisement.
  - c. Any advertisements are legal, decent, honest and truthful, are not contradictory to the provisions of any applicable law, regulation or code of practice (see [asa.org.uk/asa/codes/cap\\_code](http://asa.org.uk/asa/codes/cap_code)).
  - d. The advertisement will not be prejudicial to the image or reputation of Inprimo Marketing Limited, its publication or its websites.
  - e. Where the advertiser is being represented by an advertising agency or media buyer, that the agency is authorised to place an advertisement.

## Payment

8. All advertisements are accepted on the basis they will be paid for at the applicable rate as set out on the advertisers booking form at the time of booking.
9. All sums payable to Inprimo Marketing Limited should be made in accordance to Inprimo Marketing Limited financial terms which are:
  - a. All new customers will be required to make payment prior to the release of any advertisements.
  - b. All payments must be made on or before the dates as specified on the advertisers invoice. Any late payment or refusal to pay will result in the full outstanding balance of contract work being due. Any other services provided by Inprimo Marketing Limited shall be placed on hold until full balance has been paid.
10. Inprimo Marketing Limited accepts no responsibility for any interruption or delay the advertiser experiences in delivering any advertisements to Inprimo Marketing Limited or any loss/damage to such items. The advertiser confirms that is has sufficient quality/quantity of materials supplied.
11. In cases where the publication shall be delayed or the possibility of damage to the publication, Inprimo Marketing

Limited shall endeavour to deliver the product in an alternative method to cover the distribution area within a reasonable timescale (depending on the circumstances). Should the booked print slot for the publication be lost/misplaced/rescheduled, Inprimo Marketing Limited reserve the right to change the release date of the publication.

12. Inprimo Marketing Limited shall aim to reproduce the advertisers advertisement as provided/approved but can not guarantee that the advertisement will be of the same quality.
13. Inprimo Marketing Limited cannot guarantee the position of any advertisements however will make reasonable efforts to comply with the wishes of the advertiser.
14. If an advertisement is not published solely due to a mistake on the part of Inprimo Marketing Limited, an alternative publication/publication date will be provided however no refund shall be provided.
15. If an advertisement is published with a substantial error solely due to a mistake on the part of Inprimo Marketing Limited, an alternative publication/publication date will be provided at no additional charge however no refund shall be provided.
16. Inprimo Marketing Limited shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of revenue and/or any other loss suffered by the advertiser.
17. For the avoidance of doubt, nothing in these terms will limit or exclude Inprimo Marketing Limited responsibility for death or personal injury resulting from its own negligence or liability that cannot be excluded.
18. Nothing within these terms shall affect the statutory rights of an advertiser who is a consumer.

## Liability of The Advertiser

19. The advertiser will fully reimburse Inprimo Marketing Limited for all claims, losses or expenses arising as a result of any breach or failure to perform any of these terms and/or the use or publication of any advertisement in accordance with these terms.

## Rights

20. The advertiser grants Inprimo Marketing:
  - a. Use of the advertisers name, trademarks and logos as Inprimo Marketing Limited may consider necessary for the use of publishing the advertisement.
  - b. Use of the advertisement in any media from the date of publication for promotional purposes. For the avoidance of doubt the content, layout and format of any advertisements will be subject to variation at the discretion of Inprimo Marketing Limited.

## Cancellation Policy.

21. The cancellation period for advertisements shall be no later than 14 days from the time of booking specified on the advertisers booking form. The advertiser waives its right to cancellation prior to the 14 day period if:
  - a. The advertiser approves its artwork prior to the 14 day period.
  - b. The advertiser submits its own artwork.
22. If the advertiser is insolvent or bankrupt, Inprimo Marketing Limited may treat the order as cancelled.
23. Any deposits paid by the advertiser is non refundable.

## General

24. Any person who is not a party to these terms has no rights to rely upon or enforce these terms.
25. These terms shall be governed by English Law and the courts of England and Wales will have exclusive jurisdiction in relation to these terms.

These terms are agreed by both Inprimo Marketing Limited and the advertiser at the time of booking.

