

Spotlight East Wycombe Advertising Agreement

Date:	
Name of business:	
Name of company representative:	
Telephone number:	
e-mail:	
Invoicing address:	
Issue in which advert will first appear:	Spring [] Summer [] Autumn [] Winter []
Number of issues:	One off [] Four issues [] Other:
Size of advert:	1/16 page [] 1/8 page [] Quarter page [] Half page [] Full page []
Agreed cost: <small>(Invoice will be issued for the full amount after the first advert is printed unless otherwise agreed)</small>	
Details of advert (please attach any artwork or logos)	
<small>An electronic or paper proof will be issued to you prior to publication and we require your approval before going to press.</small>	
Any other details:	

Declaration: By signing below I confirm I have the authority to place an advert on behalf of my company and agree to the terms and conditions overleaf.

Signed _____ Print name _____

Spotlight East Wycombe - Advertising Terms and Conditions

1. In these terms and conditions, "Advertiser" means the party who books the space and/or any agent acting on his behalf and "Publisher" means Spotlight East Wycombe.

2. These terms and conditions shall apply to all advertisements accepted for publication by the Publisher except insofar as shall otherwise specifically be agreed in writing by the Publisher, notwithstanding that the Advertiser may choose to provide confirmation, purchase order or any other document containing other terms and conditions. The Advertiser shall not be entitled to rely on any representation or warranty, express or implied, which is not contained herein.

3. All advertisements are accepted subject to the Publisher's approval of the copy and to the required space being available. The Publisher will try to place an advertisement in the product section apparently most relevant to the Advertiser but reserves the right to make the final decision as to the position of the Advertisement. The Publisher reserves the right to place the word "advertisement" with copy which (in the Publisher's opinion) resembles editorial matter.

4. Any free listing facility is offered ex-gratia and whilst the Publisher will consider the wishes of the Advertiser, the Publisher reserves the right to make the final decision as to whether to include the same and as to its format and wording and shall not be required to obtain the approval of the Advertiser thereto.

5. The Advertiser warrants and represents that the advertisement (a) does not contravene any law, statute or regulations in England and/or in any other country where the advertisement might appear as a result of its publication by the Publisher (b) is not in any way defamatory or illegal or an infringement of the rights of any third party (c) complies in all respects with the British Code of Advertising Practice and any other relevant advertising standards prevailing (in England and/or in any other country where the advertisement might appear as a result of its publication by the Publisher) at the time the advertisement is published.

6. The Advertiser will indemnify and keep the Publisher fully and effectively indemnified from and against any losses, costs and expenses howsoever incurred by the Publisher arising out of or in connection with the advertisement and/or in respect of any breach by the Advertiser of paragraph 5 of these terms and conditions. The Publisher will consult with the Advertiser as to the way in which any claim against the Publisher (in respect of which indemnity is sought by the Publisher from the Advertiser) is handled.

7. The Publisher reserves the right (in its absolute discretion) to omit, suspend or exclude an advertisement at any time; any such omission, suspension or exclusion shall be notified to the Advertiser as soon as possible. If the Publisher exercises its rights under this paragraph at any time, the Publisher shall not be liable for costs, claims, liabilities or damages of any kind as a consequence of so doing.

8. All reasonable care will be taken to avoid mistakes but the Publisher does not accept liability for any errors or omissions due to the acts or defaults of third parties or sub-contractors or due to inaccurate or ambiguous copy instructions or due to any other acts, circumstances or defaults beyond its reasonable control. The Publisher shall not be liable for any errors or omissions in the advertisement unless the proof is returned in ample time for corrections to be made before the publication goes to press or is otherwise finalised prior to publication.

9. The Publisher shall have no responsibility if the advertisement is not published on the agreed date as a result of strike, lock-out, fire, storm, flood, riot, explosion, power failure, break-down or failure of systems or machinery or any other event beyond the Publisher's reasonable control.

10. The Publisher does not warrant any particular publication date for the advertisement unless otherwise expressly agreed in writing with the Advertiser and, in any event, time shall not be of the essence as regards the publication date.

11. All advertising insertions shall be submitted by the Advertiser by the closing copy date in the form stipulated by the Publisher and otherwise in accordance with the Publisher's instructions from time to time. Unless the

Publisher receives the advertising insertion in the proper form and as per the Publisher's instructions, or if the Publisher is required to perform additional production work as a result of the Advertiser's failure to conform to the Publisher's requirements and/or instructions, the Publisher (in its absolute discretion) reserves the right (a) to make additional charges to the Advertiser for the cost of any such production work or (b) to treat the Advertiser as having cancelled.

12. The Advertiser must supply advertising copy to the Publisher by the relevant copy date quoted by the Publisher. If the required copy is not received by the quoted copy date, the Publisher may (in its absolute discretion) treat the Advertiser as having cancelled. If the Publisher elects to place the advertisement (notwithstanding the late supply of copy by the Advertiser) no promise or assurance is given that proofs will be supplied or corrections made.

13. Advertisement rates may be revised at any time. Orders are accepted on the basis that the price binds the Publisher only in respect of the next issue to be published by the Publisher. If there is a rate increase which the Publisher wishes to charge to the Advertiser, then the Advertiser will have the option either to cancel the remainder of the order without surcharge or to continue the order at the revised advertisement rates.

14. If the Advertiser cancels the balance of a contract for a series of advertisements except in the circumstances set out in paragraph 13 above, then the Publisher has the right to surcharge previous advertisements in the series where series discount had been applied. Series discounts apply only to orders placed in advance and completed within one year from the date of first insertion. The Publisher reserves the right (in its absolute discretion) to surcharge if the insertions are not completed within (a) such one year period or (b) the agreed period.

15. The Publisher's credit payment terms are strictly 30 days from the date of invoice. Without prejudice to any other rights or remedies available to it, the Publisher reserves the right to charge interest on overdue amounts at the rate of 2% above the base lending rate from time to time of National Westminster Bank plc, such interest to accrue on a daily basis from the due date to the date of actual payment.

16. Notice of cancellation or suspension of an advertisement must be received in writing by the Publisher strictly in accordance with the relevant publication's rate card cancellation terms. Cancellations or suspensions received without sufficient notice will be charged for in full by the Publisher.

17. Copy must be supplied by the Advertiser without application or request from the Publisher. Proofs will be supplied where copy is submitted for setting at the printer provided that such copy is received by the quoted copy date. Proofs will not be supplied for advertisement copy supplied as complete artwork or film unless specifically requested in writing by the Advertiser.

18. The Advertiser's property, artwork and any other items are 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 all such property, artwork and/or other items which have been in its possession for more than twelve months. Additionally, the Publisher reserves the right to retain all such property, artwork and/or other items until the Advertiser's account has been settled in full.

19. In no event shall the liability of the Publisher for any breach of contract or in tort exceed the price paid by the Advertiser for the advertisement.

20. In no event shall the Publisher have any liability either in contract or in tort for any consequential or indirect loss or damage suffered or incurred by the Advertiser, including (without limitation) loss of profit or damage to reputation or goodwill.

21. These terms and conditions and all other express terms of the contract shall be governed and construed in accordance with English law and the Advertiser submits to the non-exclusive jurisdiction of the English courts in connection with all disputes, claims or actions arising out of or in connection therewith.