

ADVERTISING TERMS & CONDITIONS

- 1.** The Publishers (Hubert Burda Media UK) shall have at their absolute discretion the right to omit, suspend or change the position of any advertisement accepted for insertion.
- 2.** The said Publishers have the right to make any alterations they consider necessary or desirable in an advertisement or to require any copy to be amended to meet their approval. Failure to supply suitable advertising copy by the stipulated deadline as per the dispatched advertisement booking confirmation shall result in the automatic cancellation of the relevant advertisement space and a cancellation surcharge of 100% of the cost of the advertisement being applied.
- 3.** The said Publishers will not be responsible for any error in the insertion of or omission to insert any advertisement at whatever time or for any damage or loss of any artwork or other material supplied for the purpose of advertisement.
- 4.** The Publisher will not be liable for any loss for late publication (print or digital) of an advertisement or failure to perform any other obligation, whether occasioned by negligence or otherwise. In addition, the Publisher reserves the right to transfer any advertisement from print to digital format or vice versa. Should this happen, the advertiser or their agent will be informed of the change by email. The advertiser or their agent will then have ten working days to cancel (by return email) without cost, future advertisements in a previously booked series of advertisements being moved to the new format. Failure to cancel will mean their acceptance of the new format on the same terms and conditions as previously. The Publisher will not be liable for any claim for loss from missed sales on advertisements booked in a series in a print (or digital) format which do not appear due to a change from that format.
- 5.** The said Publishers shall have the right to change their scale of advertisement rates at any time.
- 6.** The said Publishers state that notice of cancellation of advertisements received more than 3 months prior to copy deadline shall carry no surcharge. Cancellations received 21 working days or less prior to copy deadline shall incur a 90% cancellation surcharge.
- 7.** The advertising agency or advertiser submitting the advertisement shall indemnify the said Publishers in respect of costs, damages or other charges falling upon them as a result of legal actions or threatened legal actions arising from the publication of the advertisement in accordance with the copy instructions supplied to the said Publishers by the agency or the advertiser. In any case where a claim is made against the said Publishers and the agency or advertiser may ultimately be liable under the terms thereof, notice in writing shall be given in order that consultations shall take place before any expense is incurred or the claim is settled, defended or otherwise disposed of to his detriment.
- 8.** The said Publishers shall make a surcharge of 3% of the cost of any advertisement for which payment has not been received on or before the last day of the month following that in which the advertisement appears provided that the account has been dispatched on or before the tenth day of the month following that in which the advertisement appears and provided also that voucher copies or tearsheets have been dispatched (where this is normal practice) or otherwise made available on or before the tenth day of the month following in which the advertisement appears.
- 9.** The cost of an advertisement shall imply the cost of advertisement space and the said surcharge should be applied only to such cost.
- 10.** These conditions shall not imply a requirement to supply voucher copies or tearsheets in respect of classified advertisements.
- 11.** The placing of any order for the insertion of any advertisement shall amount to an acceptance of the above conditions and any condition stipulated on an agency's order form or elsewhere by an agency or advertiser shall be void insofar as they are in conflict with them.
- 12.** In these Conditions the word dispatched shall mean dispatched by post.