



# ADVERTISING TERMS AND CONDITIONS

## FOR PRIDE MAGAZINES LTD

### General Information

Unless otherwise stated payment is required within 14 days of invoice. If a pre-payment price has been agreed, payment is required within 7 days. Should you breach our payment terms, this is deemed a cancellation of the contract and the 'cancellation fee' will be charged in accordance with Section 4.

Any invoices outstanding beyond the due date will be referred to Daniels Silverman Ltd and will be subject to a surcharge of 15% plus VAT to cover collection costs incurred, which also includes the 'cancellation fee' — see Section 4.

In the event that cheques have to be represented for payment to the buyer's Bank the seller reserves the right to pass on all associated bank charges. Further to that the seller reserves the right also to charge interest at a rate of 8% above prime overdraft rate on all payments outstanding over 40 days.

If handed over for collection please be aware that all collection, legal costs and cancellation fee will be charged to the debtor.

These surcharges together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable. All prices are subject to VAT.

Please ensure that we receive your copy on time in order to avoid cancellation costs. Pride Magazines Ltd can hold no responsibility for errors or mis-prints after a customer has received and passed a proof or missed a

deadline for amendments. Please note that no guarantees of colour accuracy from screen or printed proofs can be given due to the mechanical limitations of the printing process.

You may not reproduce our artwork or images mechanically or electronically without prior permission of Pride Magazines Ltd. Material produced or originated electronically or in printed form by Pride Magazines Ltd remains our sole property. You may not distribute, modify or transmit material without our written consent.

## **1. Introduction**

1.1 By becoming a Pride Magazines Ltd advertiser you agree to the Terms & Conditions and to those of our Privacy Policy (which are found online) with respect to our website/s.

1.2 We may revise these terms and conditions at any time by updating this posting. You should check our website at [www.pridemagazines.co.uk](http://www.pridemagazines.co.uk) from time to time to review the then current terms and conditions, because they are binding on you. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms.

## **2. Ordering From Us**

2.1 We may refuse to accept an order:

2.1.1 Where we cannot obtain authorisation for your payment

2.1.2 At our discretion if we consider we have just cause.

2.2 If you choose to advertise in any publication or website produced by Pride Magazines Ltd by accepting our quotation you also agree to our terms and conditions. If you choose to supply material to Pride Magazines Ltd it is your responsibility to ensure all copyright issues have been sought and resolved, and you agree to our terms and conditions.

## **3. Pricing**

3.1 VAT will be charged where applicable at the standard UK rate.

## **4. Refund Policy & Cancellation Fee**

4.1 No refunds are available with regard to advertising. Once an order has been placed, either verbally or in writing, a cancellation fee will be charged if subsequently cancelled.

The cancellation fee is calculated based on the benefits you may have received by booking a campaign. The following charges for these benefits are as follows;

4.1.1 Advertising prices will be charged at full price (shown either online or in the latest media pack) for all advertising taken up to the time of cancellation — with no discounts applicable.

4.1.2 Editorial space is charged at full price (in the latest media pack) for all advertising taken up to the time of cancellation — with no discounts applicable.

4.1.3 Online advertising is charged at £350+VAT.

4.1.4 Design Package is calculated at £500+VAT.

4.1.5 Administration of the cancellation £500+VAT.

Once a prepaid advertising campaign has been booked, no cancellations, refunds, or payment plans are available.

If a pre-payment campaign is not paid in full by the agreed date (as stated above), the cancellation fee will be applied; see Section 4.

## **5. Licence**

5.1 You are permitted to use extracts from our publications for personal use only, on the following basis:

5.1.1 No text or graphics from our magazines or websites are modified in any way.

5.1.2 No graphics from our magazines/websites are used separately from accompanying text.

5.1.3 Any of our copyright and trade mark notices and this permission notice appear in all copies.

5.2 Unless otherwise stated, the copyright and other intellectual property rights and all material in our magazines and websites (including without limitation photographs and graphical images) are owned by us. For the purposes of these terms and conditions, any use of extracts from this website other than in accordance with clause 5.1 above for any purpose is prohibited. If you breach any of the terms in these terms and conditions, your inclusion

in our magazine/s and website/s automatically terminate and you must immediately destroy any downloaded or printed extracts. In this eventuality no refund will be given.

5.3 Subject to clause 5.1, no part of our magazines/websites may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

5.4 All material supplied including but not limited to photographs, printed material, reflectives, transparencies, discs and digital files, both solicited and unsolicited, are supplied at the risk of the sender. Pride Magazines Ltd shall not be held responsible in the event of their loss or damage. All material supplied for editorial or advertising purposes is deemed to be copyright free and will be used by us in good faith. People who appear as subjects in photographs shall be deemed to have given their consent to appear in any titles and websites belonging to Pride Magazines Ltd. All material supplied for editorial or advertising purposes which has been marked as 'Copyright of...' will be considered to have proper permission for reproduction from the copyright holder. Given the amount of images and material supplied it is impossible for us to contact individuals or businesses directly.

5.5 Any rights not expressly granted in these terms are reserved.

## **6. Service Access**

6.1 While we endeavour to ensure that our websites are normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period.

6.2 Access to our websites may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

## **7. Visitor Material and Conduct**

7.1 Any material or personal information you transmit or post to us will be used in accordance with our Privacy Policy.

7.2 You are prohibited from including in our magazines and websites any material:

7.2.1 That is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience.

7.2.2 For which you have not obtained all necessary licenses and/or approvals.

7.2.3 Which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world.

7.2.4 Which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

7.3 You may not misuse our website (including, without limitation, by hacking or 'phishing').

7.4 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clauses 7.2 or 7.3.

## **8. Registration**

8.1 To register with Pride Magazine Ltd's website you must be over 16 years of age.

8.2 Each registration is for a single user only. We do not permit you to share your user name and password with any other person nor with multiple users on a network.

8.3 Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

8.4 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

## **9. Disclaimer**

9.1 While we endeavour to ensure that the information in our magazines and websites is correct, we do not warrant the accuracy and completeness of the material. We may make changes to the material, at any time without notice.

The material may be out of date, and we make no commitment to update such material.

9.2 Material is provided 'as is' without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with our publications and websites on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to printed material and website content.

## **10. Liability**

10.1 We, any other party (whether or not involved in creating, producing, maintaining or delivering our magazines and websites), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence, contract or otherwise) in connection with our magazines and websites.

10.2 Nothing in these terms and conditions shall exclude or limit our liability for:

10.2.1 Death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977). 10.2.2 Fraud/Misrepresentation as to a fundamental matter. 10.2.3 Any liability which cannot be excluded or limited under applicable law.

10.3 You agree to indemnify us fully, defend and hold us, and our officers, directors, employees and agents, harmless from and against all claims, liability, damages, losses, costs (including legal fees) arising out of any breach of the terms and conditions by you, or your use of our magazines & websites, or the use by any other person using your registration details.

## **11. Governing Law and Jurisdiction**

11.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

11.2 If at any time you believe we have not adhered to our Terms & Conditions, you should, in the first instance, contact our publisher in writing.

## **12. Miscellaneous**

12.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

12.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

12.3 Only the parties to these terms and conditions may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.

12.4 From time to time we may amend this contract with new Terms and Conditions or a new pricing policy, The latest terms and conditions are always available on our website [www.pridemagazines.co.uk](http://www.pridemagazines.co.uk) you should check the terms and conditions every three months.

12.5 In the event where your company goes into Liquidation or Administration, you are not permitted to use advertising for any purposes for subsequent businesses or similar.

12.6 You are not permitted to say that you are an affiliate of Pride Magazines Ltd or that you have been recommended by Pride Magazines Ltd or any of our publications or websites. We reserve the right to terminate this agreement if this rule has been breached.

12.7 In the event of an advert or editorial being published incorrectly, where Pride Magazines Ltd admits fault, we will include an advert of equivalent size, or equivalent sized editorial, free of charge to be used in a future edition, at our discretion. This gesture is accepted as full compensation for the error(s) with no refunds available.

12.8 We cannot guarantee results from any advertising campaign undertaken with Pride Magazines Ltd, its publications or websites. No refunds are available for lack of response.

### **13. Minimum Agreed Term and Renewals**

13.1 Advertising contracts either verbally or in writing with Pride Magazines Ltd run for the agreed minimum term. You cannot cancel the campaign until this agreed minimum term has elapsed, without incurring a 'cancellation fee' — see Section 4.