

CONDITIONS OF ACCEPTANCE

1. These conditions will apply to all advertisements accepted for publication. Any other proposed conditions shall be void unless specifically accepted by Quartz Business Media (the publisher) in writing.
2. All advertisements are accepted subject to the publisher's approval of the copy and to the space being available, and the Publisher reserves the right to refuse an advertisement.
3. Telephone space bookings are subject to the same conditions as written orders. Nevertheless the Advertiser is required to issue written confirmation of a verbal booking as far in advance of the publication date as possible and certainly within three days of the booking. Confirmations by fax are acceptable.
4. If it is intended to include 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.
5. The Publisher reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of any 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.
6. If the Publisher considers it necessary to modify the space or alter the date or position on insertion or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control.
7. Although every care is taken to avoid mistakes, the Publisher shall not be liable to any loss of profit, damage or expense whatsoever arising directly or indirectly out of the Printer's errors, late publication of, or failure to publish an advertisement provided any such delay or failure is caused either by circumstances beyond the reasonable control of the Publisher, or by reason or compliance on the part of the Publisher with Government or statutory requirements, or by reason of delay on the part of the Advertiser. In any event the publishers cannot be held responsible for any claims over and above the price paid to the Publisher for the advertisement in connection with which the liability arose.
8. Where the Publisher provides a Reader Enquiry Service for the benefit of its readers, it shall not be contractually bound to pass such enquires to the Advertisers.
9. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights of an infringement of the British Code of Advertising Practice. On the contrary, copy must be legal, decent, honest and truthful.
10. In accepting financial advertisements, the publisher does so on the understanding that their copy contents, authorisation and placing have been processed in accordance with the requirements of the Financial Services Act 1986.
11. The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement. The Publisher will consult with the Advertiser as to the way in which such claims are to be handled.
12. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher 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 rate.
13. If an advertiser cancels the balance of a contract except in the circumstances set out in clause 6 or clause 12 above he relinquishes any right to that series discount to which he was previously entitled and an appropriate surcharge will be made for the insertion taken. Suspension of the employment of space, as booked, will however be accepted up to a maximum period of six months.
14. Cancellation of the balance of contracts for product services insertions will not be allowed under normal circumstances.
15. Charges will be made to the Advertiser or his agents where the Printers/Reproduction House are involved in extra production work owing to acts or defaults of the Advertiser or his agent.
16. Complaints regarding reproduction or advertisements must be received in writing within one calendar month of the cover date and acknowledged by the Publisher; otherwise no claim will be entertained.
17. Cancellations can be made by either party. Notice of cancellations must be made and accepted in writing no less than six weeks before publication date.
18. Copy must be supplied by the Advertiser or his agent without application from the Publisher. If copy instructions are not received by agreed 'copy date' no guarantee can be given that proofs will be supplied nor corrections made and the Publisher reserves the right to repeat the most appropriate copy.
19. Where the advertiser has undertaken to supply inserts which have been accepted and approved, the Publisher reserves the right to change the rate agreed if they fail to arrive at the agreed place and time for insertion.
20. Advertisers' property, artwork etc. are held at Owners' risk and should be insured by them against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been in his custody for six months from the date of its last appearance.
21. Terms of payment:-
 - (a) Payment of accounts shall be made not later than 30 days from the date of invoice.
 - (b) The existence of a query on an individual item in an account shall not affect the due date of payment of the balance of the account. For disputes on invoices see 16.
 - (c) The Publisher reserves the right to make a surcharge of 3% of the cost of any advertisement for which payment has not been dispatched on or before the end of the month following the date of the invoice.
 - (d) The Publisher also reserves the right to make an additional surcharge of 3% of the cost of any advertisement for each and any additional months for which payment has not been made.
 - (e) The said surcharge shall be applied to the gross cost of an advertisement and shall not be subject to any commission to which an agency may be otherwise entitled.
 - (f) If an account is overdue the Publisher reserves the right to suspend current or future insertions.
 - (g) Failure by an Advertiser to pay invoices within the specified period may result in recovery of the debt being passed over to our Legal Collections Agency. In this instance the full cost of the recovery of this money by the said Legal Collections Agency will be passed on to the Advertiser and form part of the outstanding debt.
22. For the purpose of these conditions, Advertisers shall refer to the Advertiser or his Agent whichever is the principal. 'Advertisement' includes loose or other 'insert'; print advertising and online/electronic advertising where appropriate.
23. Notwithstanding any of the above which may provide to the contrary, neither the Publisher nor the Advertiser shall be liable to one another for any loss or damage, consequential or otherwise, caused by or arising out of any Act of Parliament, Order of Council, Act of State, strike of employees, lock-outs, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, Act of God or other similar contingency beyond the control of either party.
24. These conditions and all other express terms of contract shall be governed and construed in accordance with the Laws of England.