



## CONDITIONS OF ACCEPTANCE

1. The "Advertiser" in this case is defined as an advertising agency where an agency is used, and all other circumstances it means the person, firm or company and/or its agent placing the order for an advert. Where an advertising agency is used the order is and shall be treated as issued by the advertising agency and there shall be no contract between the agency's client and Primary Times. The agency's client has no claim upon the contract of the agency with Primary times.
2. The placing of an order for the insertion of an advertisement in any Primary Times publication shall constitute: a) an undertaking by the Advertiser to Primary Times that any advertisement/insert: (i) complies (if relevant) with the Trade Descriptions Act 1968 and 1972, the Financial Services Act 1986 and any other relevant legislation; (ii) does not contain material that is illegal or defamatory or an infringement of any other parties rights; (iii) is legal, decent, honest and truthful so as to comply with the British Code of Advertising Practice and other codes under the general supervision of the Advertising Standards Authority. b) an acceptance of the above conditions and any conditions stipulated on an order form or elsewhere by an Advertiser shall be void in so far as they conflict with the above conditions.
3. **Series bookings: Where a series booking has been placed, the advertiser is contractually bound to pay for each and every advertisement in that series. In the event that an advertiser subsequently purports to cancel any of the advertisements in the booked series, the total series amount (ie the total sum payable for every advertisement in the series, less the cost of any advertisements already paid for, where applicable) will be payable immediately.**
4. Primary Times will not be bound by notice of stop orders, cancellations or transfers of advertisements to alternative issues or regions received less than 18 days prior to publication.
5. All advertisements are accepted subject to copy and illustrations being in accordance with the standards of Primary Times and subject to availability of space. Primary Times reserves the right to refuse an advertisement.
6. Primary Times has at its absolute discretion the right to omit, suspend or change the position of any advertisement accepted. Primary Times also reserves the right to make any alteration it considers necessary or desirable in an advertisement or require the agency or client to amend copy to meet the approval of Primary Times.
7. In the event of any loss or damage as a direct or indirect error, in the placement or omission of any advertisement, Primary Times will not be liable. This shall also apply in the event of late publication, failure to perform or any other obligation whether caused by negligence or otherwise except in cases caused by the direct act of Primary Times in which case compensation may be negotiated up to a maximum of the cost of the space booked and paid for by the Advertiser.
8. Primary Times will not be liable for any damage or loss of any material supplied for the purposes of any advertisement whether caused by negligence or otherwise.
9. All orders are accepted at the Advertiser's risk. Primary Times will not accept any responsibility for loss of circulation or ineffectiveness of any issue owing to circumstances beyond its direct control.
10. In the event of the Advertiser requiring Primary Times to produce or make changes to artwork for the advertisement from copy supplied by the advertiser, no claim shall be made against Primary Times for errors or omissions to the said advertisement should the copy not be received at Primary Times offices by the previously advised copy deadline. Any artwork provided that does not meet the criteria of the technical specification, needs changes or a making-up must be provided at least two weeks before copy deadline so that a proof can be provided. A full brief, including all images, text, logos and fonts must be provided. A maximum of two proofs will be provided. Any additional changes will result in a charge of £25.00 plus VAT per proof. If the advert is subsequently cancelled prior to print a studio charge of £250.00 plus VAT will be applied along with the rate card cost for the space booked.
11. When an insertion of an advertisement/inserts has been agreed between Primary Times and the advertiser Primary Times reserves the right to charge at the full rate agreed for the advertisement/insert if such material fails to arrive at the agreed time, place or in suitable condition for insertion.
12. The Advertiser shall indemnify Primary Times against any claim, costs, loss, damage and/or expense which Primary Times may incur as a direct or indirect consequence of Primary Times publishing the advertisement in accordance with the copy instructions supplied by the Advertiser. In any case where a claim is made against Primary Times and where an Advertiser may ultimately be liable under the terms hereof, notice in writing shall be given to the Advertiser in order that consultations shall take place before any expense is incurred or the claim settled, defended or otherwise disposed of to his detriment.
13. Any matter or complaint arising out of the publication of an advertisement must be raised in writing with Primary Times within two weeks of publication.
14. Advertisement rates are subject to increase at any time. Advertisers who have already placed orders prior to such an increase will not be affected by said increases.
15. Unless payment is made in advance, accounts shall be paid not later than 14 days from publication date. The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.