

## Conditions of Acceptance for Trade Advertisers

1. For the purposes of these conditions:
  - (a) "The publication date" is the 1<sup>st</sup> of the month preceding the cover date.
  - (b) "The copy date" is 10<sup>th</sup> of the month preceding the publication date.
  - (c) "The cancellation date" is four weeks preceding the publication date.
2. The Publisher reserves the right at his absolute discretion and without explanation to amend all advertisements submitted to him provided that the Publisher shall make reasonable effort within the time permitted to agree any amendments so made with the Advertiser.
3. The Publisher reserves the right to omit or suspend an advertisement at any time (a) for good reason or (b) if at the time of booking of the advertisement the Advertiser has not disclosed the identity of its client and of the product or services which are to be the subject matter of the advertisement, in which case no claim on the part of any Advertiser for damages or breach of contract shall arise.
4. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice.
5. If it is intended to include in 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.
6. The Publisher shall not be liable for any loss, loss of profit damage or expense whatsoever arising directly or indirectly out of late publication of or failure to publish an advertisement provided that such delay or failure is caused either by circumstances beyond the reasonable control of the Publisher or by reason of compliance on the part of the Publisher with government Statutory requirements or any failure of reason of delay on the part of the Advertiser.
7. In the event that any proof copy is submitted to the Advertiser the Publisher shall not be liable to the Advertiser for any loss damage or expense whatever arising out of any error in any advertisement published PROVIDED THAT such error was contained in the proof submitted and was not corrected by the Advertiser.
8. The Advertiser will indemnify the Publisher against any damage and/or loss and/or expense and/or liability whatsoever which the Publisher may incur as a direct or indirect consequence of the Advertiser's announcement.
9. Unless otherwise stated all advertisement rates and other charges are exclusive of Value Added Tax and shall be subject to Value Added Tax at the standard rate from time to time in force.
10. The Publisher reserves the right to increase advertisement rates at any time or to amend the terms of contract as regards space or frequency of insertion. In such event the Advertiser has the option of cancelling the balance of the contract without surcharge.
11. The Publisher reserves the right to refuse stop orders cancellations or transfers unless they are received by the cancellation date. A stop order cancellation or transfer shall only be binding on the Publisher if made in writing and acknowledged in writing by the Publisher.
12. If the Advertiser cancels the balance of a contract except in the circumstances stated in paragraph 10 all unearned series discount will be surcharged. The Publisher reserves the right to surcharge in the event of insertions not being completed within the contractual period.
13. Where the Advertiser has undertaken to supply inserts which have been accepted and approved by the Publisher the Publisher reserves the right to charge the rate agreed if they fail to arrive at the agreed time and place for insertion.

Roundbale Limited  
2 Littleworth Cottages, Speldhurst, Tunbridge Wells, Kent,  
TN3 0TP

14. Credit accounts, where agreed, are strictly net and must be settled within 30 days. If an account is overdue and without prejudice to any other right which it may have the Publisher reserves the right to suspend insertions.

15. Without prejudice to any other right which the Publisher may have failure to pay accounts in accordance with the Publisher's terms and conditions will:

(a) Make advertising agencies liable to the following reductions in any commission otherwise allowed to agencies.

(i) 3% on the gross rate where the sum owing has not been paid on the due date

(ii) a further 2% making a total of 5% on the gross rate where the sum owing remains unpaid one month or more after the due date

(b) Failure to pay all other accounts in accordance with the Publisher's terms and conditions will entitle the Publisher to charge interest (on unpaid balance) at a rate of 2% per annum above the published base rate of Lloyds PLC from time to time in force.

16. The Advertiser will pay the Publisher all expenses it may incur in collecting arrears on overdue accounts whether or not proceedings are taken and whatever the outcome of those proceedings.

(a) Copy must be supplied by the copy date without further application or reminder by the Publisher

(b) In the event that copy instructions are not actually received by the Publisher by the copy date the Publisher shall be entitled (not obliged) to repeat the copy last used and shall have no liability whatsoever to the Advertiser in the event that any information contained in such copy is out of date

(c) If the Publisher elects to use copy received later than the copy date the Publisher shall have no liability whatsoever in respect of any error contained therein.

18. Provided copy is received by the copy date except in the case of repeat advertisements the Publisher will provide a proof if it is practicable to do so.

19. The Advertiser shall be responsible for the insurance of all blocks of artwork and other advertisement material delivered by him to the Publisher and the Publisher cannot accept any liability for any loss or damage thereto.

20. The Publisher reserves the right to destroy all blocks of artwork and other materials which have been in his (or his printers) custody for 12 months provided always that the Advertiser or his agent has not given instructions to the contrary. The Publisher may exercise this right without giving further notice to the Advertiser.

21. The Advertiser undertakes that any description given to goods and/or services and any fact stated in the advertisement will be accurate and that the publication of the advertisement will not be an offence under the Trade Descriptions Act the Fair Trading Act the Consumer Credit Act and any instrument or order issued there under or any statutory modification or re-enactment thereof.

22. The Advertiser undertakes that for the purposes of the Sex Discrimination Act and the Race Relations Act the acts services or arrangements advertised and the publication of the advertisement placed will not be unlawful.

23. Advertisement Contracts shall be governed by and construed in accordance with the Laws of England and the Advertiser submits to the jurisdiction of the English Courts.

### PRIVACY POLICY

We are dedicated to safeguarding the privacy and information provided to us. All information collected from advertisers current and potential will be kept confidential and held only by the Publisher. When a customer provides direct to us their Credit or Debit card details these will be used only by us for the transaction intended by the customer, then all card details will be destroyed. No Credit or Debit card information will be stored by us.

Registered Office: 69A High Street, Sevenoaks, Kent,

TN13 1LP, England. Registered Number: 6985971