

The Bridal Magazine

The Bridal Magazine Limited - Company Number: 07723179
91/93 St Andrews Business Centre, Garston, Liverpool, L19 2NL

Advertising Terms & Conditions Advertising Standard Conditions of Contract

General

Definitions:

1. 'Advertiser' means a person or company making a booking for the purchase of advertising space.
2. 'Advertising Copy' means advertising text, content or artwork intended for reproduction in the 'The Bridal Magazine' publication and/or web site as an advertisement.
3. 'Contract' means the agreement between The Bridal Magazine Limited and the Advertiser and/or Advertising Agent or Agency for the publishing or broadcast of the advertisements, which is governed by these terms & conditions.
4. 'Advertisement' means any page or part thereof containing graphics or text put forward by the Advertiser for publication in The Bridal Magazine and/or transmission on the web site pursuant to the Contract.
5. For the purpose of these terms and conditions, all references to the Advertiser shall, unless the context otherwise requires, be construed as references to the Advertising Agent or Agency where the agreement is entered into by an Advertising Agent or Agency on behalf of a third party.

ACCEPTANCE OF TERMS AND CONDITIONS.

1. By placing an order with The Bridal Magazine Limited for publishing or broadcast on the website, and /or TV, the Advertiser is deemed to have accepted these Terms & Conditions.
2. No terms and conditions other than those set forth herein or any variation thereof shall be binding upon The Bridal Magazine Limited or the Advertiser unless it is in writing and signed by authorised representatives on behalf of The Bridal Magazine Limited and the Advertiser.
3. The Bridal Magazine Limited do not guarantee the success of any Advertisement or series of Advertisements which it publishes or transmits on its website, printed edition or TV advert and will accept no liability for the commercial failure of any Advertisement(s).

ACCEPTANCE OF ADVERTISEMENTS

1. An advertisement will be transmitted only if it is approved by The Bridal Magazine Limited and complies with all applicable laws, rules and regulations, and any industry codes or rules (by which The Bridal Magazine and the Advertiser may be bound) that are in force at the time of publication or transmission.
2. Advertisement Copy, together with any instructions pertaining thereto, must be submitted in advance of the scheduled publication or transmission for provisional approval by The Bridal Magazine Limited.
3. Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to third parties, subcontractors or inaccurate copy instructions.
4. Cancellation of an advertisement package must be notified to The Bridal Magazine Limited in writing at least 14 days after securing the said advertisement. Should the Advertiser fail to meet this condition then he will be required to pay for the space reserved at the agreed rate, notwithstanding that the advertisement has not been published, and the space will be used by the Publisher for another purpose.
5. Proofing of advertisements produced by The Bridal Magazine Limited on behalf of the advertiser must be confirmed in writing by email within 3 working days of receipt of the artwork along with any required amendments. Failure to provide written proof within this time will be considered as proofed advert unless a prior arrangement has been formally agreed with both parties in writing. The Publisher shall incur no liability for any errors not corrected by the customer in proofs so submitted. When style, type or layout is left To the Publisher's judgement, changes therein made by the customer shall be charged extra.

MATERIALS LIABILITY

The Publisher may, at its absolute discretion, reject any advertising material supplied by the customer, which appears to be unsuitable. Additional cost incurred, if materials are found to be unsuitable during production, may be charged. Where materials are so supplied or specified, the Publisher will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. Materials supplied are taken in good faith that you have permission to use and reproduce any images, copy or text provided and the publisher holds no liability for misuse.

ACCOUNTS

1. Any credit accounts must be authorized by The Bridal Magazine Limited in writing in advance.
2. All accounts require 25% deposit at booking stage and balance paid no later than 4 days after date of invoice(s). Invoice dates will be the last Friday of every month unless prior agreement in writing from The Bridal Magazine Limited.
3. In default of payment under paragraphs 1 and 2, The Bridal Magazine Limited shall be entitled to apply a 10% surcharge. Any dishonoured or stopped cheques suffered by the Publisher shall incur a bank administration charge per attempt at clearance.
4. Advertisers shall pay a 10% surcharge for each reissued invoice where balance is outstanding. This condition may be waived with agreement of a director of The Bridal Magazine Limited.

CANCELLATION

1. All cancellations must be registered in writing to The Bridal Magazine Limited within 14 working days from date of contract/order and are subject to a twenty five (25) % cancellation fee. Cancellations after this date will be invoiced at the full amount. Advertising bookings made within 14 days of the Advertising Deadline cannot be cancelled. The Publisher is entitled to cancel any advertising contract prior to 14 days of the Advertising Deadline. All customers entitled to a cancellation as defined above will receive a full 100% refund within 14 days of written receipt of the cancellation request.

INSOLVENCY

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Publisher without prejudice to other remedies shall:

- (a) Have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not), such charge to be an immediate debt due to him, and
- (b) In respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

ILLEGAL MATTER

The Publisher shall not be required to print any matter, which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. The Publisher shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

FULL COLOUR PRINTING

The Publisher will make every effort to obtain the best possible colour reproduction of customers' work, the nature of the processes involved means the Publisher shall not be required to guarantee an exact match in colour or texture between the customer's original materials as supplied, and the printed article. A colour proof as supplied can be used to check approximate colour reproduction. It is the customer's own responsibility to ensure that the colour photographs(s) or transparencies(s) or digital image files submitted are suitable for the work in hand. The Publisher cannot accept responsibility for unsatisfactory results caused by unsuitable or inferior material as supplied.