

Village Voices Publishing

Advertising terms and conditions:

These conditions apply to the placing of an order for the publication of an advertisement with Village Voices Publishing either printed or electronically. An advertiser means any person or organisation that places an order for an advertisement either for themselves or on behalf of another. By placing an order, an advertiser agrees to these conditions.

1. Content

1.1 Village Voices Publishing agrees to publish its magazines in line with the rate card in force at the time of publication.

1.2 It is the responsibility of the advertiser to ensure that any advertisement complies with applicable legislation, advertising regulations, including those set down by the Financial Services Authority, and the British Code of Advertising, Sales Promotion and Direct Marketing (see http://www.asa.org.uk/asa/codes/cap_code) and the Committee of Advertising Practice (www.cap.org.uk).

1.3 It is the responsibility of the advertiser to ensure that publication of the advertisement does not breach any contract, copyright, trademark or any other right held by a third party, and is not libellous of any person. The advertiser must have consent from any person identified in writing or in a picture.

1.4 Advertisements will be published subject to approval by Village Voices Publishing, which reserves the right not to publish if it believes a breach has been caused as set out previously or if it believes that any offence may be caused by publication of the advert. Should an advert not be published for these reasons, the cost of the space booked will remain payable.

1.5 Where an advert is laid out or designed by Village Voices Publishing, a proof will be emailed to the advertiser for approval. Village Voices Publishing will not accept responsibility for errors or omissions published in advertisements if the advertiser did not notify Village Voices Publishing of those errors or omissions (in writing) prior to publication.

1.6 The copyright for any advert laid out or designed by Village Voices Publishing remains with Village Voices Publishing, and neither the advertisement nor the proof may be published in any other place or publication without the prior written permission of Village Voices Publishing.

1.7 Where copy is to be supplied by the advertiser, it should be supplied without application or request from Village Voices Publishing by the stated/published deadlines.

1.8 Where an advertiser books advertising space for multiple months, the advertiser may supply different artwork each month within the specified deadlines. However, this is at the advertiser's discretion and no reminder will be

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given by Village Voices Publishing. Where no request is received by Village Voices Publishing to change artwork, the same advert as previously published will continue to be published.

1.9 Where an advertisement is placed by an advertising agency, that agency must have full authority from the advertiser for all aspects relating to the booking of an advertisement.

1.10 Village Voices Publishing will accept advertisements on the condition that Village Voices Publishing retains the right to publish the advertisement online as well as within its publications.

1.11 No part of any publication produced by Village Voices Publishing may be reproduced, copied or transmitted without prior written permission from Village Voices Publishing.

2. Payment

2.1 All advertisements must be paid for by the specified deadline (given at the time of a booking being made), with cleared funds available, unless credit terms have been agreed by Village Voices Publishing in writing only. Where payment is not made within these terms the advertisement booked may be cancelled.

2.2 Failure to settle payment/s by the due date as set down by Village Voices Publishing may result in a claim being made for payment with the County Court. Any such claim will include the cost of any court fees. Village Voices Publishing reserves the right to claim interest at a rate of 8% for the period of time between the due date and the date payment is made.

2.3 Where an advertiser books an advertisement for multiple months at a discounted price, the full cost of all appearances must be paid at the time of booking or by the specified deadline. If an advertiser fails to pay the full amount, then the advertisement booking will be charged at the full rate and the multiple month discount will not apply.

2.4 Where Village Voices Publishing is requested to amend or redesign artwork for clients a charge may be made for each amended or redesigned advert at the standard rate for layout of artwork.

2.5 Where advertisements are booked by an advertising agency, all payment terms apply to that agency.

2.6 Village Voices Publishing will try to give notice of any price changes, but Village Voices Publishing reserves the right to amend its pricing at any time, however this will not affect any prices already agreed with advertisers in writing.

2.7 The placing of an order does not give the right to renew on similar terms.

3. Cancellation

3.1 A new booking may be cancelled up until the booking deadline, at which

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point payment for the advertisement will become due. All applicable artwork, photos or copy must be received by this deadline.

3.2 Should the applicable artwork, photos or copy not be received by the deadline, then the booked space will be forfeited by the advertiser for alternative use or sale by Village Voices Publishing without refund of costs paid. Where credit terms apply, the costs will remain payable to cover Village Voices Publishing's costs and potential losses.

3.3 Where Village Voices Publishing has agreed to layout or design artwork for the client, wording and electronic photographs must be provided by specified deadline.

3.4 Should the applicable wording and electronic photographs not be received by the deadline, then the booked space will be forfeited by the advertiser for alternative use or sale by Village Voices Publishing without refund of costs paid. Where credit terms apply, the costs will remain payable to cover Village Voices Publishing's costs and potential losses.

3.5 If an advertiser cancels a contract for a series of advertisements before the conclusion of that series, then Village Voices Publishing reserves the right to surcharge the advertisements that have been published in the series to the full single month cost of the advertisements, where the series of advertisements attracted a discount.

4. Errors

4.1 Village Voices Publishing will not be liable for any error, misprint or non-appearance of an advertisement, unless caused by the negligence of Village Voices Publishing. It is the responsibility of the advertiser to check the accuracy of an advertisement. Where an error is caused by Village Voices Publishing, this will be remedied by a re-insertion of the advertisement in the following issue or a proportionate refund, as determined by Village Voices Publishing.

5. Liability

5.1 Village Voices Publishing makes every effort to ensure the accuracy of its content. However, Village Voices Publishing accepts no responsibility or liability for any errors, omissions, the accuracy of statements made within the publication or any loss arising from the publication or non-publication of an advertisement.

5.2 Village Voices Publishing does not endorse any product, service, business or event included in its publications.

6. General

6.1 Unless agreed in writing at the time of booking, Village Voices Publishing does not guarantee the specific positioning of an advertisement within any publication. For a booking of multiple months, the positioning of an advertisement may change each month.

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6.2 Any physical submissions to Village Voices Publishing such as copy, photos or other documents or materials will be held for six months. After this time, if no arrangement has been made for collection, such items will be disposed of.

6.3 Village Voices Publishing shall not be liable should it be prevented from publishing by law or by any event beyond the reasonable control of Village Voices Publishing. Should this arise, the advertiser may either accept a later publication, or it may cancel the order in writing and only pay for work done and materials used.

6.4 Advertisers will be liable for any costs, losses or any other damages incurred as a result of any legal claims or actions arising due to the breach of any of these conditions by the advertiser, or by the publication of an advertisement, unless caused by the negligence of Village Voices Publishing.

6.5 Village Voices Publishing may cancel an order any time if the advertiser is in breach of any of these conditions, or if Village Voices Publishing believes that the advertiser is unable to settle its liability to Village Voices Publishing as it falls due.

6.6 Village Voices Publishing will store advertiser contact details as long as it is reasonably necessary to do so, and will not pass details onto a third party without an advertiser's consent.

6.7 Village Voices Publishing reserves the right to amend the distribution of its publications and distribution outlets, and the dates on which publications are published and delivered, without prior notice and without giving reason.

6.8 By placing an order to advertise with Village Voices Publishing, whether orally, verbally (including written) or electronically, an advertiser agrees fully to these terms and conditions.

This document was last updated on 27th May 2018.