

TERMS AND CONDITIONS

Terms & conditions of acceptance of display advertisements in Mail Connected print products

1. In these conditions, (1) "the Publisher" means the publisher of the newspapers (including any supplement or magazine for which no charge is made to its recipient and which is published, whether regularly or occasionally, as part of, or in association with, the newspapers) in or with which the advertisement is to appear or has appeared; (2) "the Buyer" means the person placing with the Publisher the order for the insertion of the advertisement, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein ("the Advertiser") or the Advertiser's advertising agency or media buyer; (3) the "rate card" means the Publisher's rate card in effect for the time being; (4) an "advertisement" means matter to be printed on the page or separately inserted.
2. The Buyer warrants that: (a) in relation to an advertisement the Buyer contracts with the Publisher as a principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity; (b) the reproduction and/or publication of the advertisement by the Publisher as originally submitted or as amended pursuant to condition 3 will not breach any contract or infringe or violate any copyright, trade mark or any other personal or proprietary right of any third party or render the Publisher liable to any proceedings whatsoever; (c) any information supplied in connection with the advertisement is accurate, complete and true; (d) in respect of any advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or copy by which any living person is or can be identified the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy; (e) in relation to any financial promotion the contents of the advertisement have been approved by an authorised person within the meaning of the Financial Services and Markets Act 2000 and related legislation, including but not restricted to the Financial Services and Markets Act 2000 (Financial Promotion) Order 2001 or that the advertisement is otherwise permitted under that Act or related legislation; (f) the advertisement complies with the requirements of all relevant legislation (including subordinate legislation) the rules of statutorily recognised regulatory authorities and the law of the European Economic Community for the time being in force in the United Kingdom and; (g) all advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.
3. (i) The copyright for all purposes in all artwork, copy and other material which the Publisher or his employees have originated or reworked shall vest in the Publisher. (ii) The Publisher is hereby authorised to record, reproduce, publish, distribute and broadcast (or to permit the same) all advertisements (including but not limited to text, artwork and photographs) and to include and make them available in any information service, electronic or otherwise.
4. The Publisher may, without derogation from the warranties contained in condition 2, refuse or require to be amended any artwork, materials and copy for or relating to an advertisement so as (i) to comply with the legal or moral obligations placed on the Publisher or the Buyer or the Advertiser; or (ii) to avoid infringing a third party's rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority or the production and quality specifications stipulated or referred to in the rate card.
5. The Publisher has the right, at its discretion, to decline to publish or to omit, suspend or change the position of any advertisement otherwise accepted for insertion. However, the Publisher will use reasonable endeavours to comply with the wishes of the Buyer. The Publisher may not distribute all parts of the newspaper package to all locations.
6. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.
7. Where the Buyer is the Advertiser's advertising agency or media buyer, the Buyer warrants that it is authorised by the Advertiser to place the advertisement with the Publisher and the Buyer will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from the publication thereof.
8. The Publisher shall not be bound by a stop order or cancellation or transfer of the advertisement unless it meets the cancellation requirements specified on the rate card, and any such instruction, otherwise than prior to the deadline, therefore shall not (even though it be followed by the Publisher) affect the Buyer's liability for payment for the advertisement. The Publisher may treat as a cancellation after the deadline the fact that the Buyer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or otherwise in breach of any of these conditions.
9. Payment in respect of the advertisement (including any associated production, late copy and box number charges) shall be in the amount specified in the rate card and is due in advance of publication except where the Publisher has confirmed its agreement in writing to allow credit to the Buyer, in which case the due time for payment shall be no later than 2.00 p.m. (i) if the Buyer is a recognised agency under the Joint Recognition Scheme of the Newspaper Publishers Association Limited and the Newspaper Society, on the last working day of the month following that in which the advertisement appeared; or (ii) in any other case, on the last working day prior to the 16th day following the end of the month in which the advertisement appeared. Full details of each remittance are to be supplied to the Publisher by the due time. Payment shall mean (i) the receipt by the Publisher at its principal place of business (or elsewhere as it may direct) of cash or a cheque subsequently honoured or at its bank of monies transferred electronically or through the clearing banks giro credit system or (ii) payment by credit card.
10. It is the Publisher's practice to provide an invoice for each insertion/advertisement published. Open item statements are provided to each Buyer to whom credit is extended at the beginning of the month in which payment is due. Liability for payment arises from publication of the insertion/advertisement. Further, all items on the statement are deemed to be payable; any errors or omissions must be communicated to the Publisher in time to be rectified before payment becomes due. Payment for the advertisement shall be made as aforesaid whether or not the Buyer shall have provided the Publisher with an order number at the time the advertisement was booked.
11. The Buyer agrees to pay the Publisher in respect of each advertisement for which payment is not made by the due time: (a) the sum of £25.00 as an administration charge and (b) interest on the amount paid late at the rate of 4% above the base rate of NatWest Bank plc accruing from day to day (including the day on which payment was due) both before and after judgement.
12. The Publisher cannot be held responsible for errors in advertising where the copy and full copy instructions have not been received prior to the copy deadlines as stated on our ratecards. It is the responsibility of the Buyer to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to condition 6, the Publisher assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless notified immediately the error occurs. Any other matter of complaint, claim or query (whether in relation to the advertisement or the invoice) must be raised with the Publisher in writing within seven days following (as the case may be) insertion of the advertisement or of the date on which it is claimed the advertisement should have appeared. Without prejudice to the Publisher's entitlement to be paid for the advertisement as published (i) In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement, the Publisher at its sole discretion will either re-insert the advertisement or relevant part of the advertisement as the case may be or make a reasonable refund of or adjustment to the cost. No re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement. (ii) In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which liability arose, or (b) the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which liability arose. (iii) Any complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Publisher's charges for that and all other advertisements. The Buyer shall not be entitled to withhold payments by reason of any alleged minor defect. (iv) No claim will be considered on colour or mono reproduction unless the Buyer has supplied material in accordance with the Publisher's specifications. The mono specification is set out on the rate card; the colour specification is available on request.
13. There is no obligation on the Publisher to supply voucher copies or tearsheets and their absence shall not affect the Buyer's liability for the agreed charge. Voucher copies or other acceptable facsimiles illustrating publication of advertisements can be made available on request.
14. While reasonable endeavours will be made as soon as possible after receipt by the Publisher to forward to the Buyer, or as it may direct, any replies to box numbers, the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies. Box numbers are not to be used for sending original documents, goods or payments of any kind, nor for the distribution of circulars. Box number replies will be posted or available for collection only by the Buyer or the Buyer's nominee named before publication of the advertisement and a fee additional to the charge for the advertisement will be made to the Buyer for use of a box number.
15. The Buyer will indemnify the Publisher and keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law given by or applying to the Buyer so far as the law allows.
16. The placing of an order for the insertion of an advertisement shall amount to an acceptance of these conditions and shall govern such contract to the exclusion of any other terms and conditions, subject to which any order for the insertion of an advertisement is made or purported to be made by the Buyer. No variation of these Terms and Conditions shall be binding unless agreed in writing by the advertisement director or the relevant head of trading.
17. No waiver or indulgence by the Publisher shall be effective save in relation to the matter in respect of which it was specifically given in writing.
18. Mail order advertisements are accepted only after the Newspaper Publishers Association Application Form has been completed, approved and the appropriate payment made to the central fund. Full details on application.
19. These conditions shall apply to each contract for the insertion of an advertisement together with such additional matters (if any) as may be set out elsewhere in the Publisher's rate card. Telephone reservations for space shall be treated in all respects as written orders, and all conditions including those relating to cancellation periods will apply as though the orders were in writing at the time of the telephoned order.
20. Buyers may make cancellations for Daily Mail and Mail on Sunday mono (black & white) special position advertisements and spaces over 36 column centimetres or more by giving notice 24 working days prior to the date of insertion. Mono spaces of less than 36 column centimetres may be cancelled by giving notice 7 publishing days prior to the date of insertion. Colour advertisements of any size may be cancelled by giving notice 36 working days prior to the date of insertion. Bookings of any size in Weekend, You and Live magazines may be cancelled by giving notice 72 working days prior to the date of insertion. All notice of cancellations must be given both verbally and in writing to the Mail Newspapers Advertisement Department.
21. A commission of 15 per cent is allowed to all advertising agents recognised by the Newspaper Publishers Association. Failure to pay any invoice by the due date will result in cancellation of credit facilities.
22. All gross display advertisement rates are subject to a 0.1 per cent Advertising Standards Board of Finance surcharge, payable by the advertisers, to help finance the self-regulatory control system administered by the Advertising Authority.
23. The contract shall be construed under and governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.