

Terms and Conditions for advertising in Round & About July 2017

1. Advertising

These conditions shall apply to all advertisements accepted for publication in Round & About. Any other proposed condition shall be void unless incorporated clearly in written instruction and specifically accepted by the Publisher.

1.1 All advertisements are accepted subject to the Publisher's approval of the copy and to the space being available.

1.2 The Publisher reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage or breach of contract shall arise.

1.3 If the Publisher considers it necessary to modify the space or alter the date or position of insertion, or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control.

1.4 Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions.

1.5 The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British code of Advertising Practice.

1.6 The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement. The Publisher will consult with the Advertiser as to the way in which such claims are to be handled.

1.7 Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press and any Series of advertisements confirmed at the same time as that of the next issue.

1.8 If an Advertiser cancels the balance of a contract they relinquish any right to that series discount to which they were previously entitled and any advertisements already published will be charged at full rate.

1.9 Advertisement copy should be supplied by the Advertiser or their Agent. Charges may be made to the Advertiser for any additional artwork or production work required to make the advertisement technically suitable for publication. Such charges will be at the rate agreed prior to publication.

1.10 Advertisers' property, artwork etc, are held at the Advertiser's risk and should be insured by them against loss or damage from whatever cause.

2. Payment for advertising

2.1 Payment for advertisements is due in full on or before the Payment Date. In the event of payment not being received by the Payment Date, the Publisher reserves the right to suspend or cancel insertion due under the order. Series discount orders must be paid in one payment, on or before the first Payment Date for the advertisements.

2.2 We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest on overdue amounts at the rate in force pursuant to the (United Kingdom's) Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

2.3 The description and price of advertising opportunities are stated in our current Rate Card and, once booked, will be stated in our Invoice, issued once terms have been agreed.

2.5 Advertisement prices are subject to change and we will ensure that you have accurate information available to you when placing an order.

3. Refunds

3.1 The Publisher will refund in full or part the value paid for any product or service if the Publisher fails to deliver the product or service as agreed, except if by reason of labour dispute, strikes, inability to obtain labour or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, so that the Publisher is unable to perform in whole or in part its obligations set forth in these terms, then the Publisher shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make the Publisher liable to any other party.

4. Distribution of publications

4.1 Round & About is distributed in Burnham, Buckinghamshire and its immediate surrounding neighbourhoods by a team of volunteers which delivers to the doors of many local residents and public locations such as the health centre, library and shops. We cannot be held responsible for any failure on the part of these volunteers, once they have taken delivery of our publications.

4.2 To the extent permitted by law we exclude all other liability to you. Our exclusions of liability shall not apply to any damages arising from death or personal injury caused by our negligence or that of any of our employees or agents. These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

5. Copyright and trademarks

5.1 Copyright in all information, text and images featured in our magazines, are owned by or licensed to the Publisher of that content ("Our Content"). You are not entitled to make any further copies of the work.

5.2 All property rights remain with the Publisher. Other than as provided in these terms and conditions, you may not reproduce (in whole or in part), transmit (by electronic means or otherwise), modify, or use for any public or commercial purpose any of Our Content without our prior written permission.

6. General notes

6.1 Dependence on our Products: The contents of any of our Products do not constitute advice and should not be relied on in taking, or refraining from taking, any decision or action.

6.2 Data Protection: We may use personal information which we hold about you to provide our products and services to you, for credit control and market research purposes and to inform you about our products and services. If you do not wish to receive information from us, please contact the Publisher.

6.3 You have the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998), which we hold about you.

6.4 We reserve the right to amend these Terms and Conditions.

6.5 These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

7. Definitions

Publisher: Round & About is published by a Committee of Burnham Community Association which is a company limited by guarantee registered number 8264680. It is a registered charity number 1154536. Registered address: Burnham village Information Point, Burnham Library, Windsor Lane, Burnham, SLOUGH, SL1 7HR. The company is incorporated in England and Wales.

Advertiser: a company or individual placing an advertisement.

Advertising Agent: a company or person instructed to act in a business capacity on behalf of an Advertiser.

Series Booking: two or more advertisements running in successive (but not necessarily consecutive) magazine issues.

Advertisement: an item of display, classified, insert, banner or any other announcement designed to promote a cause, concept, brand or activities for which the Publisher has agreed to fulfil under the generally-accepted description of 'advertising'.

Rate Card: our current list of advertising positions, their dimensions, prices, series discounts and artwork requirements.

Payment Date: our stated deadline by which time advertising materials / artwork must be supplied to us.

Start Date: the date after which the first advertisement will appear.