

**Standard Terms and Conditions of Advertising and Payment for
Talk Publishing applicable to all advertising booked or other business transacted.**

CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS

1. General

In these Conditions:

- 1.1 "the Company" means Talk Publishing, Farm Mount, Leeds, LS15 7LD.
- 1.2 "The Advertiser" means any person or company placing with the Company an order for the publication of an advertisement within "Smalltalk Magazine".

2. Acceptance of Conditions

In placing an order for the publication of an advertisement, the Advertiser accepts these conditions. No condition which conflicts with them is binding on the Company or the Advertiser unless it is in writing and signed by or on behalf of both parties.

3. Advertiser's Warranty and Indemnity

3.1 *The Advertiser warrants:*

- (a) That the advertisement is legal, decent, honest and truthful and that it complies with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with all requirements of current legislation;
- (b) That nothing in the advertisement is defamatory or constitutes a malicious falsehood;
- (c) That the publication of the advertisement will not infringe copyright or any other rights vested in a third party;
- (d) That the Advertiser has secured all necessary authorities and permission in respect of the use in the advertisement of any pictorial representations of, or words attributed to, living persons.

- 3.2 The Advertiser will indemnify the Company in respect of all costs, damages or other charges incurred in connection with any actions or claims brought against the Company arising from a breach by the Advertiser of this warranty or otherwise from the Publication of the advertisement.

4 Right to Refuse or Amend Advertisements

- 4.1 The Company reserves the right to refuse to publish an advertisement if, in the Company's opinion, the advertisement fails to comply with the requirements of Condition 3.1 above or the refusal is required in the interest of reader protection, even if the advertisement has been accepted or previously published.
- 4.2 The Company may make any alteration it considers necessary or desirable in an advertisement including the use of standard abbreviations, or change the siting of an advertisement in the relevant publication.

5 Requests for Insertion on Particular Dates or in Particular Sections

- 5.1 Whilst the Company will endeavour to comply with reasonable request for an advertisement to be inserted on a particular date or in a particular part or edition of the publication, or to be inserted under a particular classification, the Company makes no guarantee in respect of any such request.

6 Cancellation

- 6.1 The Company may cancel the Advertiser's order at any time, and shall give Five days notice of the cancellation before the next due date of publication of the advertisement if practicable.
- 6.2 The Advertiser may cancel its order or the unexpired part of an order by giving twenty eight days notice of the cancellation before the next due date of publication, subject to any deadline as set out in *the Company's rate card applicable at the time*.
- 6.3 It is the responsibility of the Advertiser to retain a note of any "stop reference number" issued by the Company.
- 6.4 On cancellation of any unexpired part of an order the Advertiser will be liable to pay back to the Company any series or special offer discounts already taken for advertisements previously published.

7 Copyright

- 7.1 Copyright of all artwork, copy or other material created, reworked or contributed to by the Company shall vest in the Company.
- 7.2 The Advertiser authorises the Company to record, reproduce, publish, distribute and broadcast 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.

8 Advertiser's Properly Held at Advertiser's Risk

All artwork, photographs, film or other property delivered by the Advertiser to the Company is held by the Company at the Advertiser's risk and the Advertiser should insure all such property against loss or damage from whatsoever cause. The Company reserves the right to destroy without notice all artwork, photographs, film or other property which has been in its custody for six months from the date of its last appearance in an advertisement, unless the Advertiser has given written instructions to the contrary.

9 Right to Disclose Information

9.1 All advertisements must be accompanied by the Advertisers full name and address. All trade advertisements must contain a trading name.

9.2 The Company reserves the right to refuse an advertisement containing only a mobile telephone number unless the Advertiser discloses to them a fixed land line number (or similar).

10 Errors and Omissions - Limitation of Company's Liability

10.1 The Advertiser shall check the advertisement and notify the Company immediately in writing of any errors. The Company has no responsibility for the repetition of errors in a series of advertisements unless notified by the Advertiser.

10.2 In the event of any error, misprint or omission in the printing of an advertisement the Company will either re-insert the advertisement or relevant part thereof, or make a reasonable refund 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.

10.3 In no circumstances shall the Company's total liability (including consequential liability) in respect of any error, misprint or omission exceed either the amount of a full refund of any price paid to the Company for the advertisement in connection with which liability arose, or the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which liability arose.

10.4 The Company shall not be liable for any loss or damage (including consequential loss or damage) occasioned by any total or partial failure for reasons beyond the Company's control of publication or distribution of any magazine, edition, supplement thereof or other publication in which any advertisement is scheduled to appear.

11 Assignment

11.1 The Company shall be entitled to assign its contract with the Advertiser or any of its rights or benefits thereunder to any other company within the group of Talk Publishing.

11.2 The Advertiser may not assign, transfer, sub-contract, charge or in any other way deal with any of its rights or obligations under this Agreement without the Company's prior written consent.

12 DATA PROTECTION ACT

12.1 The Company will hold information we obtain in our dealings with customers and may use this to tell you of other services we think will interest you, to administer your account for statistical purposes, for debt collection and for fraud and crime prevention.

12.2 If you do not wish your information to be used for marketing purposes, please write to the company at:
1, Shakespeare Grange, Leeds, LS9 7UA

ORDERS FOR THE INSERTION OF ADVERTISEMENTS ARE ACCEPTED SUBJECT TO THE FOLLOWING PAYMENT TERMS

1. General

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1.2 "The Advertiser" means any person or company placing with the Company an order for the publication of an advertisement in "Smalltalk Magazine".

2 Rates

2.1 The rates charged for the insertion of advertisements shall be those set out in the Company's` rate card in force at the time the order is placed. The rate card is subject to change at any time. Copies are available on request. It is the responsibility of the Advertiser to bring to the Company's attention at the time of booking any discount, allowance or exemption from Value Added Tax to which entitlement is claimed.

3 Advertising Agencies

- 3.1 Commission will only be granted to agencies formally recognised by the Company at the time of placing the order. The rate of commission payable will be determined by the Company and may be varied or withdrawn at the Company's discretion at any time, subject to giving the advertising agency seven days written notice thereof.
- 3.2 All advertising agencies claiming commission must quote order numbers for every booking made.
- 3.3 The Company reserves the right to vary these terms of acceptance of advertising and payment in respect of any advertising agency at the Company's discretion, subject to giving the advertising agency seven days written notice thereof.

4 Time of Payment

- 4.1 Pre-payment may be required for any advertisement at the Company's discretion
- 4.2 Save as provided for under Clause 4.1 above, payment shall be made for each advertisement within seven days of the date of the invoice. Should the Advertiser be in breach of these terms, or of any contract with the Company, then the full amount in respect of all advertising published and all other amounts accruing from the Advertiser shall become due and payable.
- 4.3 The Company reserves the right to withdraw credit facilities from any Advertiser at the Company's discretion subject to giving the Advertiser seven days written notice thereof if practicable, or forthwith upon the issue of any Court proceedings against the Advertiser.
- 4.4 Any query in respect of an invoice must be brought to the attention of the company within seven days of its issue.

5 Late Payments

- 5.1 The Company reserves the right to utilize the "Late Payment of Commercial Debts (interest) Act 1998" on late payments and will claim statutory interest and compensation for debt recovery costs on outstanding payments. See www.payontime.co.uk for more information on this scheme.
- 5.2 The Company shall be entitled to charge interest on all sums due at a rate of 8% plus a reference rate as quoted on the Pay on Time website www.payontime.co.uk until payment is received, after as well as before any judgment is obtained. The Company shall be entitled to add to any sums due any reasonable costs and expenses (including administrative costs) incurred by the Company in obtaining payment (hereof on an indemnity basis. The Company shall be entitled to charge the Advertiser £ 15.00 in respect of any cheque tendered which is not met upon presentation (and to vary this charge at any time without notice).
- 5.3 The Company reserves the right to exercise a lien over any documents or other property of the Advertiser in its possession if the Company's charges are not paid in accordance with these terms.