

Terms & Conditions of Acceptance of Advertisements superseding any previous terms & conditions received prior to 27/01/14.

Orders for insertion of advertisements (to include advertorials) in publications produced by Border Publishing Limited ('the publishers') are accepted from advertisers and/or advertising agents ('the advertiser') subject to the following terms.

Please Note: Conditions, other than credit periods, attached to, contained or referred to in any order which conflict with these Terms shall be void.

ACCOUNTS

1. (a) Unless agreed and stated otherwise on the advertisement booking form, approved credit for normal payment shall be 30 days from date of invoice.
- (b) The existence of a query on any individual item in an account shall not affect the due date of the balance of the account.
- (c) Queries concerning invoices shall be submitted in writing to the Managing Director at the address below, or emailed to accounts@borderpublishing.com within 45 days of the date of invoice. Where no such query is received within 45 days, invoices shall be deemed to have been accepted and shall remain due.
- (d) The publishers understand and will exercise their statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if accounts are not paid according to the agreed credit terms.
- (e) Agency discounts shall only be agreed prior to booking, such that any agent acting on behalf of an advertiser accepts full liability for the full rate displayed on the booking form.
- (f) The acceptance of an order does not confer the right to renew on the same terms. Rates quoted are subject to revision and the right is reserved to vary the terms of any further agreement.

CONTENT

2. (a) Advertising copy shall be legal, decent, honest and trustful; shall comply with the British Code of Advertising Practice and all other codes of the Advertising Standards Authority; and shall comply with the requirements of all current legislation.
 - (b) Submission of an advertisement is deemed to imply that the copy complies with the requirements of the Trade Description Act 1968, and the advertiser will indemnify the publishers in respect of any claim or liability resulting from a breach of the Act.
 - (c) The advertiser is required to ensure that his advertisements comply with the Sex Discrimination Act 1975, and will indemnify the Publishers in respect of any liability or claim resulting from any breach of the Act. Where any advertisement implies an intention to discriminate on the grounds of sex, then the copy must be accompanied by a signed, written statement as to which exemption is being claimed. The publishers reserve the right to alter or reject any copy not accompanied by such statement.
 - (d) The advertiser is required to ensure his advertisements comply with the Business Disclosure Orders or Regulations made relating to, or affecting the publication of advertisements, and will indemnify the publishers in respect of any liability or claim arising from the breach.
 - (e) The copyright for all purposes in all artwork, copy and other material which the publishers, their employees or subcontractors have contributed to or re-worked shall vest in the publishers.
 - (f) The placing of an order by the advertiser constitutes an assurance that all necessary authorities and permissions have been secured in respect of the use in advertisement(s) of pictorial representations of (or purporting to be of) living persons and of references to words attributed to living persons.
 - (g) The advertiser agrees to indemnify the publishers in respect of all costs, damages or other charges falling upon the publication as a result of legal actions or threatened legal actions arising from the publication of the advertisement(s), published in accordance with copy instructions supplied to the publishers in pursuance of the advertiser's order.
3. Whilst every endeavour is made to comply with requirements of advertisers, the publishers do not warrant that any particular advertisement will appear in a specified issue, a specified position, separate from competitors or at all, and reserve the right to decide the correct classification for any advertisement.

ARTWORK

4. The publishers make every endeavour to reproduce advertisements to as high a quality as possible but cannot guarantee the quality whatsoever.

5. (a) The publishers make every endeavour to convey artwork/proof-approval deadlines to advertisers. Where a deadline has not been received within 48 hours of receipt of an advertisement booking, it shall be the advertiser's responsibility to ascertain such.
 - (b) Failure to deliver artwork / proof approval by the relevant deadline for whatever reason, resulting in the omission, substitution or incorrect insertion of the related advert, will not free the advertiser from the terms of the advertisement order; such that full payment will still be due.
 - (c) **FOR FULL DETAILS OF ARTWORK SPECIFICATIONS, SEE APPENDIX 1 ON PAGE 2 OF THIS DOCUMENT.**
15. Artwork/photos will be returned if requested in writing, but no guarantee can be given regarding quality, damage or marking to such.

CANCELLATION

6. (a) Cancellation of advertisement bookings can only be accepted in writing.
- (b) All advertisement bookings not made in person are confirmed by email. Unless otherwise stated, the publishers offer the advertiser 24 hours from receipt of email or booking form in person during which to cancel.
- (c) The publishers thereafter reserve the right to require 48 clear days' written notice of cancellation prior to the first day of cover date of issue of insertion in respect of any order.
7. Cancellations not in accordance with the terms of all of 6(a) and 6(b) and 6(c) above will be subject to payment of the full cost, due on date of cancellation.
- (e) In the event of cancellation of a series of bookings, the advertiser accepts liability to a charge per published insertion equal to the full discount achieved (by way of booking a longer series) on the relevant prevailing rate-card price (or equivalent) at the time of cancellation.
8. In the case of "ongoing" advertising arrangements, whereby an advertisement is booked on an issue-by-issue or other regular basis (eg every other issue) until further notice is given by the advertiser, the publishers reserve the right to require 48 clear days' written notice of any decision to cancel.
9. The publishers reserve the right to cancel the order at any time prior to publication without any liability whatsoever, bar repayment of any payment received for said order.

EDITORIAL

10. Editorial coverage accompanying an advertisement, and the exact nature of such, is only guaranteed if expressly stated on the booking form. In the absence of an agreed word count, page-size or image requirement, the nature and quantity of any agreed editorial is subject to the Editor's discretion. All editorial submitted for consideration or agreed inclusion is subject to editing. Due to time constraints, proof-approval is not available on accompanying editorial. Editorial is not to be confused with 'advertorials' – advertisements designed to appear as editorial – for which proof-approval is available.

ERRORS

13. In the event of any error, misprint or omission in the printing of an advertisement or part thereof, not caused by the failure of the advertiser to meet an artwork / proof-approval deadline, the publishers will either reinsent the advertisement or any 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, of which the publishers shall be made the sole arbiter, or where approval has been sought from the advertiser by the publishers to print the offending advertisement. It is hereby expressly agreed that the publishers' maximum liability in respect of and arising out of an error, misprint, omission or failure to print shall not exceed the amount of a full refund of any price paid to the publishers for the advertisement in connection with which the liability arose.

Border Publishing Ltd

Salop House, Salop Road, Oswestry, Shropshire SY11 2NS

Tel: 01691 662709 • Fax: 01691 679889 • Email: enquiry@borderpublishing.com • Web: www.walesandborders.com

Registered Office: Isfryn, Cefn Canol, Oswestry SY10 7JF • Registered in England & Wales No. 4773026 • VAT No. 811 0362 83



APPENDIX I – artwork conditions & specifications

- a) All artwork/copy/images to be emailed to your account manager. Please note, an 8Mb limit applies to our email accounts. Larger files should be sent on disk to the Border Publishing address below. If sending images, these must be able to be printed at the required size at 300dpi resolution.
- b) 'Complete' artwork must be to the correct dimensions (see below) and in the following formats only please: PDF, TIF, JPG or EPS. All fonts and images must be embedded within the document, which should be 300dpi resolution and CMYK mode. Full-page artwork supplied 'complete' with bleed must include crop marks and feature the words 'FULL BLEED' in the file name.
- c) Artwork agreed to be supplied 'complete' yet requiring additional in-house design work in order to be approved by the advertiser for publication or for correct printing will be subject to a £25 design fee.
- d) Where artwork design services are included in the booking, this includes for two proof stages, when the publishers shall do all they can to accommodate the advertiser's brief. However, if the advertiser requires further changes after the second proof, a design rate of £55/hr will apply.
- e) Where 'complete' artwork is supplied with the intention of being run 'full bleed', but insufficient 'bleed' is included in the artwork, the publisher reserves the right to publish the advertisement

AD DIMENSIONS:



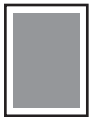
Quarter page – 130mm(h) x 94mm(w)



Half Page Landscape – 130mm(h) x 192.5mm(w)



Half Page Portrait – 267mm(h) x 94mm(w)



Full Page (text) – 267mm(h) x 192.5mm(w)



Full Page (full bleed) – 296mm(h) x 216mm(w) including 3mm bleed on all sides

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