

ADVERTISING TERMS AND CONDITIONS

1. **'Advertiser'** is deemed to include both the Advertiser and the Advertiser's agent.
2. **'Publisher'** is deemed to include the Professional Contractors Group (PCG), its brands, subsidiaries and associated companies.
3. **'Media Pack'** refers to the document detailing advertising prices, specifications and the terms and conditions on which advertising contracts are made.
4. **'Order Confirmation'** is the document that details the agreement between the Advertiser and the Publisher, in respect of type of advertisement, number of insertions, position and price.
5. **'Advertisement'** is deemed to include display advertisements, classified advertisements, loose or bound inserts or any other promotional pieces, sponsored editorial and all other promotions undertaken by the Advertiser within or distributed with any of the Publisher's publications.
6. **'Copy'** is defined to include digital files, film, artwork, printed inserts, promotional items and all other materials used in the creation or production of Advertisements.
7. **Conflicts.** Advertisements contracted to appear in or distributed with the Publisher's magazines, directories, books and other publications are accepted on the basis of the Terms and Conditions printed in the current Media Pack, on the Order Confirmation issued in confirmation of verbal or written agreements and on the Publisher's invoices. Acceptance of the agreement detailed in the Order Confirmation is deemed to be acceptance of the Publisher's Terms and Conditions. In the event of a conflict between the Publisher's Terms and Conditions and those of the Advertiser, the Publisher's Terms and Conditions will prevail.
8. **Specifications.** Advertisements will be placed in accordance with the instructions and specifications detailed in the Order Confirmation and the technical and delivery requirements detailed in the Media Pack. The Advertiser is deemed to waive any positional guarantee, without penalty to the Publisher, when in breach of these requirements.
9. **Exclusion.** The Publisher reserves the right to refuse to publish Advertisements deemed to be unsuitable whether in terms of the materials supplied or the content. The Publisher accepts no responsibility for any consequential losses arising as a result of exclusion.
10. **Publication.** Publications are deemed to be published when proof copies of the publication are delivered to the Publisher. The Publisher accepts no responsibility for the late or nonappearance of Advertisements booked by the Advertiser.
11. **Agents.** The Publisher accepts no responsibility for the actions or omissions of its printers, delivery services, distributors or other suppliers or agents in so far as they affect the Advertiser.
12. **Copy.** The Advertiser is responsible for ensuring that Copy is delivered to the Publisher in accordance with the specifications, delivery instructions and copy dates detailed in the Media Pack. Proofs or tear sheets must be supplied for materials to be printed by the Publisher. Where no proof or tear sheet of an Advertisement is supplied by the Advertiser the Publisher accepts no responsibility for errors.
13. **Third party actions.** The Advertiser will indemnify the Publisher for costs and damages awarded from any legal action or claim arising from the publication of an Advertisement placed by the Advertiser.
14. **Production.** The Publisher reserves the right to charge for any production processes deemed to be necessary to render the Advertiser's Copy or materials into a suitable format for publication or inclusion.
15. **Materials.** The Publisher accepts no responsibility for film, artwork, proofs and other materials supplied by the Advertiser for the production of Advertisements.
16. **Intellectual property.** The Publisher retains the copyright to advertising materials created at the request of the Advertiser.
17. **Substitution.** The Publisher reserves the right to substitute copy supplied for previous advertisements placed by the Advertiser should the Advertiser be in default of the Copy requirements, specifications or delivery dates specified in the Media Pack. Should no such materials be available, failure to comply with Copy requirements will be deemed to be constructive cancellation and the Publisher's compensation terms detailed under 'Cancellation' below will apply in full.
18. **Cancellation.** Cancellation of an Advertisement or series of Advertisements will not be accepted by the Publisher unless received in writing and acknowledged by the Publisher thirty days before the Copy Date published in the Media Pack for the first affected issue.
19. **Cancellation charges.** Where discounts have been negotiated and an Advertisement or series of Advertisements is cancelled the Publisher will apply cancellation charges. Cancellation charges are calculated as the difference between the negotiated price per Advertisement and the Rate Card price per Advertisement detailed in the Media Pack, multiplied by the number of advertisements published in the series with the amount of such cancellation charges not to exceed the total value of the Advertising contract agreed less any payments made.
20. **Payment terms:** Payment terms are thirty days from the invoice date unless varied in writing by the Publisher. The Publisher reserves the right to apply late payment charges to accounts settled outside the thirty-day period.