

SUSSEX LOCAL ("THE PUBLISHER") TERMS & CONDITIONS OF ADVERTISING

1. Advertisements are accepted upon the understanding that the Advertiser and/or their agencies are authorised to book the advertising and on the understanding that the relationship between the Advertiser and the Publisher (Sussex Local – sole trader) is governed by the conditions set out below. For the purpose of these conditions, "Advertiser" shall refer to the contractual Principal, that is the party responsible for payment of charges arising from the publication of an advertisement. Unless specifically approved in writing by the Publisher, the conditions stipulated on an Advertiser's order form or anywhere else shall be void. The placing of an order by an Advertiser constitutes an assurance that all necessary authority and permission has been secured for the use in the advertisement of a pictorial representation of or of words attributable to a living person.
2. Conditions are subject to change without notice.
3. Advertisement contents is subject to Publisher's approval. The Publisher reserves the right to cancel advertisements, space reservations or position commitment at any time. The Advertiser warrants that the advertisement does not contravene any Act of Parliament, nor is it in any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Codes of Advertising and Sales Promotion. On the contrary, copy must be legal, decent, honest and truthful. Should it become apparent that this is not the case, the Publisher reserves the right to suspend the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
4. The positioning of advertisements is at the discretion of the Publisher, except where a specifically requested, preferred position (such as page location, competitive separation or placement facing editorial copy) is acknowledged by the Publisher in writing. The Publisher's inability or failure to comply with any positioning request shall not relieve the Advertiser of the obligation to pay for the advertising.
5. If it is intended to include a competition within an advertisement, full details should be submitted at the time of booking.
6. All cancellations and changes must be confirmed in writing and can only be accepted before the booking deadline (10th of month prior to insert month). Advertisements cancelled after the booking deadline has passed must still be paid for in full for the following issue, no charge will be made for future issues. If artwork has been created by the Publisher this must be paid for in full at the current rate even if the advertisement is subsequently cancelled.
7. Advertisement rates are subject to revision at any time however a series booking guarantees that prices will not increase for the duration of the current series.
8. Series discounts are subject to the fulfilment of the agreed series contract. If the Advertiser cancels the balance of a contract they relinquish any right to the series discount to which he was previously entitled and advertisements already published must be paid for at the appropriate rate.
9. Bookings must be paid for at the time of invoice unless alternative arrangements have been confirmed in writing. The Publisher reserves the right to pass overdue accounts to a third party for collection and to recover the collection costs from the Advertiser together with an admin fee of £25. The Publisher reserves the right to charge interest at the current rate on late payments.
10. Basic pre-press and make-ready services, including a small number of text changes, are free of charge. Additional charges will be made for advert design or significant changes to supplied artwork which takes more than fifteen minutes plus other unusual production requests. Changes, alterations or corrections cannot be accepted after the copy deadline.
11. The Publisher shall not be liable for any cost or damages if for any reason the advertisement is not published
12. The Publisher is not liable for delay in production and/or distribution in the event of an act of God, action of government entity, fire, flood, insurrection, riot, explosion, embargo, strikes either legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown or any condition beyond the control of the Publisher affecting production or delivery in any manner.
13. The Advertiser will indemnify the Publisher from and against any loss or expense arising out of publication from such advertisements, including, without limitation, those resulting from claims or suite for libel, violations or rights of privacy, plagiarism and copyright infringement.
14. Any complaint concerning the reproduction of an advertisement must be lodged in writing within three weeks of the publication date. In the event of any error, misprint or omission in the printing of an advertisement in no circumstances shall the total liability of the Publisher exceed (a) the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which the error occurred or (b) the cost of a further or corrective advertisement of a similar type to the advertisement in connection with which the error occurred.
15. Telephone bookings are subject to the same conditions as written orders. Nevertheless, the Advertiser is required to issue written confirmation of a booking as far in advance of the publication date as possible and certainly within seven days of making the booking.
16. If written copy instructions are not received by the agreed copy date, no guarantee can be given that proofs will be supplied or corrections made and the Publisher reserves the right to repeat the most recent copy.
17. The copyright on artwork/copy contributed to an advertisement by the Publisher shall be vested in the Publisher. Artwork, logos etc are held by the Publisher at the Advertiser's risk and should be insured against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been held for nine months from the date of its last appearance.
18. These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.
19. No variation of these terms and conditions shall be binding unless specifically agreed in writing by the Publisher.

