

# Standard Terms & Conditions of Acceptance

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**DIVA**

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www.gaytimes.co.uk

**Pink Paper**

**puffta**

All business is conducted and orders are only accepted subject to the Standard Terms & Conditions set out below. "The Publisher" refers to Millivres Prowler Ltd and "the Advertiser" refers to the party to whom the services are supplied.

- 1** These conditions shall apply to all advertisements accepted for publication and shall supersede any previously published Terms & Conditions of business. Any other condition stipulated, incorporated, or referred to by the Advertiser in its Purchase Order or negotiations shall be void unless incorporated clearly in written instructions and specifically accepted by the Publisher.
- 2** All advertisements are accepted subject to the Publisher's approval of the copy and to the space being available.
- 3** The Publisher reserves the right to refuse, omit, amend or suspend an advertisement at any time without explanation, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise. Should omission or suspension of an advertisement be due to the act or default of the Advertiser or his servants or agents, then the space reserved shall be paid for in full notwithstanding that the advertisement has not appeared.
- 4** Orders should be accompanied by an official Purchase Order or written instructions signed by a duly authorised person. It is the responsibility of the Advertiser to ensure that only authorised persons place orders. Verbal instructions and orders are only accepted on the understanding that the Publisher will not be responsible for mistakes arising there from. The Publisher cannot be held responsible for errors or omissions in advertisements that have not been supplied

to our print-ready specifications. The Publisher cannot accept liability for any errors due to third parties or sub-contractors.

- 5** The Advertiser will ensure that the advertisement does not contravene any Act of Parliament and is in no way illegal or defamatory, or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice. The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement.
- 6** Prices are as stated in the Media Pack or as agreed at the time and date of the order, and are exclusive of VAT at the current rate, which shall be charged in addition where applicable and unless otherwise indicated. 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. In the event of a rate increase the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised cost.
- 7** All new orders must be prepaid unless an approved credit account already exists. New credit accounts will only be opened after obtaining two trade references or a credit reference acceptable to the Publisher. Credits accounts will not be given to Sole Traders, non Limited Partnerships or any non-UK Advertiser.
- 8** Approved credit accounts are subject to settlement in full in accordance with terms noted on invoices. PPA or NPA recognised advertising agencies will be allowed 10% commission on the quoted rates as appropriate provided payment is made by the due date and all other requirements are strictly

complied with. The Publisher reserves the right to charge interest monthly in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 for late settlement of accounts from the due date up to the receipt of payment. For avoidance of doubt, the Publisher reserves the right to cancel any future Advertisements (irrespective of whether applicable deposits have been paid) if any payment is overdue.

- 9** Any size, agency, or series discounts are given in consideration of settlement being made within the Publisher's credit terms set out in Clause 8. Failure to pay within these terms will result in full Rate Card being charged. If the Advertiser cancels the balance of a contract, he relinquishes any right to a previously negotiated series discount and advertisements will be paid for at the full rate, unless the contract has been suspended by decision of the Publisher – see Clauses 2, 3, and 8.
- 10** Charges will be made to the Advertiser or his agent where the printers are involved in extra production work owing to acts or defaults of the Advertiser or his servants or agents. Additional cost incurred if materials are found to be unsuitable during production will be charged, except if the whole or any part of such additional cost could have been avoided but for additional delay by the Publisher or his servants in ascertaining the unsuitability of materials so supplied.
- 11** All property supplied to the Publisher by or on behalf of the Advertiser shall, while it is in the possession of the Publisher or agents of the Publisher, or in transit to or from the Advertiser, be deemed at the Advertiser's risk unless otherwise agreed, and the Advertiser should

insure accordingly. The Publisher shall be under no liability if it shall be unable to carry out any provision of the Contract for any reason beyond its control, including Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other dispute. The Publisher reserves the right to destroy all artwork and associated materials which has been in its custody for 12 months from the date of its last appearance.

- 12** At least four weeks' notice in writing prior to copy date is required to stop or suspend an insertion.
- 13** Complaints regarding reproduction or placement of advertisements must be made in writing and must be received within four weeks of the on-sale date of the issue in question.
- 14** If copy instructions are not received by the relevant copy date, no guarantees can be given that the proofs will be supplied for corrections made, and the Publisher reserves the right to repeat the most appropriate copy available.
- 15** These Terms & Conditions, together with the Media Pack, constitute the entirety of the Contract between the Publisher and the Advertiser. The Contract is deemed to take place at the offices of the Publisher. No variation of or addition to the same shall be of legal effect, and no employee or agent of the Publisher is authorised to make any representation binding upon the Publisher, unless such variation or addition is made in writing and signed by a Director of the company, Millivres Prowler Limited.
- 16** These Terms & Conditions and all other express terms of the Contract shall be governed and construed in accordance with the laws of England.

## Millivres Prowler Ltd

Registered office: Spectrum House, Unit M,  
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