

Terms and conditions of placing advertisements with Caerphilly Media Ltd

Definitions

For the avoidance of doubt:

“Publisher” shall mean Caerphilly Media Ltd. Its registered office is Britannia House, Caerphilly Business Park, Van Road, Caerphilly, CF83 3GG.

“Title” shall mean the print edition of Caerphilly Observer; the website CaerphillyObserver.co.uk; and any other print or digital title produced by the Publisher.

“Advertiser” shall mean any person or company placing an order with the Publisher for an Advertisement to appear in any of its Publications and shall also mean and include the Advertiser’s successors in title and assignees, as well as any advertising agency acting on behalf of its client.

“Advertisement” shall mean a printed advert, digital advert, job listing or any other advertising format the Publisher may insert into its title(s).

“Insertion” shall mean the publication of an advertisement(s) in the Publisher’s Title(s)

Warranty

An Advertiser shall provide a warranty that its advertisement is: legal, decent, honest and truthful; complies with any relevant industry codes of practice and legislation; is not defamatory; does not infringe the copyright, moral rights, or any other intellectual property rights of any third party.

Online advertisements

Online adverts appearing on any of the Publisher’s websites may only contain hyperlinks and metatags linking back to the advertiser’s own website. No other code is to be included unless expressly authorised by the Publisher.

The advertiser will indemnify the Publisher against all costs, claims, damages and other charges arising, either directly or indirectly, as a result from the insertion of its advertisement.

The Publisher will not guarantee the insertion of any advertisement in any of its titles on a specific date, although every effort will be made to fulfil an advertiser’s order.

Errors

It is the responsibility of the Advertiser to check the advertisement proofs (where supplied) prior to insertion and inform the Publisher of any required changes within the given deadline.

The Publisher assumes no responsibility for the correction of errors unless notified by the advertiser.

In the event of any error, misprint or omission in a print advertisement, caused by the Publisher, the Publisher will either re-insert the advertisement in a future print edition, make a reasonable refund of, or adjustment to the cost.

It is the advertiser’s responsibility to check the first insertion of an advertisement and to notify the Publisher of any errors. The Publisher assumes no responsibility for the repetition of errors in a series of advertisement insertions.

The Publisher accepts no liability in respect of any loss or damage caused to the advertiser as a direct or indirect result of the insertion of its advertisement or through any partial or total failure by the Publisher or advertiser (however caused) to insert the advertisement in any titles where it is scheduled for insertion. In no circumstances shall the total liability

of the Publisher for any error, misprint or omission exceed the amount of a full refund of any price paid to the Publisher 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.

The Publisher reserves the right to:

Refuse any advertisement or to cancel the order at any time by giving reasonable notice before the next insertion, but in that event the Advertiser shall not be liable for payment of the difference (if any) between the rates for the series specified in the order and the usual price for the series of insertions which has appeared when the order is stopped.

Make any alteration it considers necessary or desirable in an advertisement and to require artwork or copy to be amended to meet its approval.

Copyright

The copyright for all purposes in all artwork, copy and other material which the Publisher has created, contributed to or reworked to fulfil an advertisement order remains with the Publisher.

Advertising materials

Materials submitted by the advertiser and held by the Publisher is entirely at the advertiser’s risk and should be insured by the advertiser for loss or damage. The Publisher accepts no liability for such loss or damage and reserves the right to destroy, without notice, all such materials after the date of an advertisement’s last insertion, unless otherwise instructed by the advertiser.

Disclosure

The Publisher reserves the right to disclose the name and address of Advertisers and/or agencies to the police, trading standards officials, or any other relevant authority and, where the Publisher in its sole discretion deems it reasonable, to other third parties.

Cancellation

Advertising orders cannot be cancelled in full once the Publisher has commenced to carry out the order with the first requested insertion date in a title. Orders for a series of advertisement insertions may be partially cancelled if the advertisements have yet to run, subject to written notification five working days before the due insertion date. No refunds will be offered on advertisements already published and where discount has been applied for multiple insertions, the full rate card price for the advertisements already inserted will be charged. A cancellation surcharge of 10% of the order’s entire value or £25, whichever is greater, will also apply.

“Advertorial”

Printed advertisement copy that gives the appearance of editorial, and could reasonably be understood as such, will be clearly marked “ADVERTISEMENT”. Similar advertisement copy appearing on the Publisher’s website will be clearly marked as “Sponsored Content”.

Missing Copy

The Publisher reserves the right to insert advertisement copy and artwork last inserted if new copy and artwork is unavailable by deadline. If no last copy/artwork has been approved or is unavailable at time of deadline,

the Publishers reserve the right to charge the advertiser for the cost of the advertisement booked. The Publisher cannot guarantee requested amendments to copy after the deadline.

Advertisement Features

Participation in Advertisement Features does not imply that advertisers will be mentioned in any accompanying editorial.

Cost

The rate payable for any advertisement shall be in accordance with the Publisher’s current rates, unless otherwise is agreed with the Publisher. VAT will be charged in accordance with current legislation

Payment

Unless otherwise agreed, payment for any advertisement bookings must be made in advance of insertion. Payment can be made either by bank transfer, cheque or by debit and credit cards.

If credit has been agreed, payment terms can be found on the invoice issued for the advertisement order by the Publisher.

When the sum owing has not been received by the Publisher by the 20th of the month following the date of invoice, the Publisher reserves the right to levy a surcharge of 12.5% of the debt or £20, plus VAT, whichever is the greater.

In the case of late payment by agencies, the Publisher reserves the right to impose a surcharge of 3% at the end of the month following the month of invoice and a further 2% after a further month.

The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account. If an account becomes overdue for payment, the Publisher reserves the right to stop any further insertions.

Bookings by Advertising Agencies

Agency orders are accepted by the Publisher on the strict understanding that the payment terms detailed above apply. An agency commission rate of 10% will apply at all times.

Without prejudice to the generality of these terms, these conditions of acceptance specifically extend to any personal guarantee given by the Directors or any other person on behalf of a recognised agency at the time of recognition in respect of any unsatisfied liabilities of the agency in the event of the agency’s liquidation or insolvency. Such guarantee is part of these conditions of acceptance.

Acceptance

The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated on an agency’s or advertiser’s order form or elsewhere by an agency or an advertiser shall be void insofar as they are in conflict with them.

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales.

Last updated: November 2016