

BRITISH SAFETY COUNCIL
STANDARD CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS

1. An advertisement is accepted on the understanding that the relationship between the Advertiser and British Safety Council (the Publisher) is governed by the conditions set out below. Unless specifically approved in writing by the Publisher, the conditions stipulated on an Advertiser's order for m or anywhere else shall be void.
2. For the purpose of these conditions, "Advertiser" shall refer to the Contractual Principal, that is the party responsible for the payment of charges arising from the publication of an advertisement. Where appropriate "advertisement" includes a loose or bound-in insert or outsert.
3. The Publisher reserves the right to refuse, with good reason, any advertisement submitted for publication.
4. The Publisher reserves the right to amend advertisement copy where absolutely necessary. If the Publisher considers it necessary to modify the space or alter the date or position of insertion, the Advertiser will have the right to cancel if such arrangements are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control. Where the advertisement forms part of a series order, the liability of the Advertiser shall be limited to the pro-rata cost of the advertisements already published.
5. In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement, except where attributable to an act or default by the Advertiser or their Agents or where covered by Clause 4 above, the Publisher will either re-insert the advertisement or make a refund of or an 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. In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed (a) the amount of a full refund of any price paid to the Publisher for the advertisement on connection with the liability arose (however, where loose inserts are lost or damaged, the Publisher may also be liable for a proportion of the production costs) or (b) the cost of a further or corrective advertisement of a similar type and standard to the advertisement in connection with which liability arose. Any complaint concerning the reproduction of an advertisement must be lodged in writing and received by the Publisher within two weeks of the publication for UK advertisers and four weeks for overseas advertisers.
6. The Publisher cannot accept liability for any errors due to inaccurate copy instructions. Charges will be made to an Advertiser where the printers are involved in extra production work owing to acts or defaults of an Advertiser or their Agents.
7. Telephone space bookings are subject to the same conditions as written orders. Nevertheless, the Advertiser is required to issue written confirmation of a verbal booking as far on advance of the publication date as possible and certainly within three days of the booking.
8. The Advertiser or their Agents shall supply advertisement copy to the Publisher such that it is received by the Publisher at least four weeks preceding publication in the case of mono and eight weeks in the case of colour.
9. Copy must be supplied without application from the Publisher. In the event of copy instructions not being received by the copy date the Publisher reserves the right (but shall not be obliged) to repeat the copy last used.
10. Accounts are strictly net and instructions are invoiced individually. These are payable no later than the last day of the month following that in which the Advertisement appeared.
11. The existence of a query on an individual item in an account shall not affect the due date of the balance of the account. Account queries must be confirmed in writing.
12. The Publisher reserves the right to add 2.5% per month for each month any account remains outstanding. This surcharge shall be applied to the gross charge and is not subject to any Advertiser Agency Commission.
13. Series discounts apply only to orders placed in advance and completed within one year of the first insertion. If an Advertiser cancels the balance of a contract he relinquishes any right to the series discount to which he previously entitled and advertisements will be paid for the appropriate rate.
14. Cancellation of an intended advertisement must be in writing and such notice must be received by the Publisher no later than six weeks before publishing date.
15. The Advertiser warrants that the advertisement does not contravene any Act of Parliament, nor is it any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice. 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.
16. The Advertiser will indemnify the Publisher fully in respect of any costs, damages or losses arising directly or indirectly from the publication of an advertisement, where such an advertisement conformed to the

copy instructions supplied by the Advertiser. The Publisher will consult the Advertiser as to the way in which such claims should be handled.

17. 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 or of words attributable to a living person.
18. The Advertiser must disclose the identity of a client and reveal the nature of the product/service to be advertised. In the event of the Advertiser failing to comply with such a request, THE Publisher reserved the right to cancel the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
19. If it is intended to include a competition or special offer within an advertisement, full details should be submitted at the time of booking.
20. In accepting financial advertisements , the Publisher does so on the understanding that their copy content, authorisation and placing have been processed in accordance with the requirements of the FINANCIAL SERVICES ACT 1986 and the FINANCIAL SERVICES and MARKETING ACT 2000.
21. The copyright on artwork/copy contributed to an advertisement by the Publisher shall be vested in the Publisher.
22. Advertiser's or Advertising Agency's property, i.e. photographic and magnetic materials, digital files held on computer systems or archive etc., are held at the owner's risk and should be insured by them against loss, damage by fire or any other damage whatsoever or however caused.
23. The Publisher reserves the right to destroy all originals, i.e. photographic and magnetic materials, digital files held on computer systems or archive etc., including all excess printed materials known as Loose or Bound-In Inserts which had been in its (or agent's) custody for 12 months or more providing the advertiser or their Agents have not given instructions to the contrary.
24. As a condition of acceptance of your advertisement we must receive a proof copy. A proof must be supplied for all electronically prepared adverts.
25. These conditions and all other terms of the contract shall be governed and construed in accordance with the Laws of England.
26. Notwithstanding anything in the above which may provide to the contrary, neither the Publisher nor the Advertiser shall be liable to one another for any loss or damage consequential or otherwise, caused by or arising out of any Act of Parliament, Order in Council, Act of State, strike of Employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, Act of God, or other similar contingency beyond the control of either party.
27. Neither the Publisher nor the Printer can accept liability for any errors in a published advertisement due to non arrival of the requested proof copy.