

TERMS AND CONDITIONS OF CONTRACT

1. In this contract:

The expression 'The Company' means MYPEC Limited.

The expression 'The Advertiser' means the person, firm or company by whom an advertisement is placed. The Advertiser shall be deemed to enter into the contract as a principal.

The expression 'loss or damage' includes all consequential loss or damage.

The expression 'copy' and 'advertisement' include all materials submitted for publication whether chargeable or not.

The expression 'advertorial' means an advertisement present as if it is editorial material.

The expression 'sponsorship' means an advertisement presented as if it is editorial material.

2. The terms and conditions set out herein constitute the whole Contract between the Company and the Advertiser. Terms and conditions submitted by the Advertiser and any proposed variation in these terms and conditions shall not be incorporated into the Contract unless in writing signed on behalf of the Company.
3. The Company reserves the right to amend, reject or withdraw in its absolute discretion and copy submitted by the Advertiser. The Company may cancel any booking giving written notice within 28 days before publication. The sole remedy in the event of cancellation by the Company will be the refunding of all monies within 28 days of such notice.
4. The Company may in its discretion accept copy of alterations to copy or proofs submitted after the specified date, but is under no obligation to do so.
5. Receipt of copy from the Advertiser by the Company for an advertisement(s) shall be deemed as confirmation of booking an advertisement(s).
6. The position of an advertisement shall be at the discretion of the Company. In the event of a requested position not being available any surcharge will be refunded.
7. The company shall supply to the Advertiser one proof (which may be in the form of a fax or email) for correction, provided that copy is received by the specified date.
8. Where the Advertiser is an advertising agency, a commission of 10% will be allowed, such commission to be calculated on quoted rates less discount allowed, and less any surcharge payable.
9. The Company reserves the right to increase advertising rates on current orders upon giving three months notice in writing to the Advertiser.
10. All cancellations must be received in writing (on paper) and signed by an authorised representative of the Advertiser. In the event of cancellation the Company reserves the right to charge for work done and commissions paid. The Company reserves the right to charge for each advertisement at the full rate where cancellations are received by the Company within eight weeks prior to the publication date or where advertising copy or proofs are received by the Company after the dates stipulated by the Company and are not accepted.
11. When style, type of layout is left to the Company's judgement, changes there from made by the Advertiser shall be charged extra.
12. The Company shall not be liable for loss or damage arising from:
- (a) the use of incomplete or incorrect copy or information supplied by the Advertiser, or the publication of information not correct by the Advertiser at the proof stage
 - (b) delays or errors by a third party or sub-contractor
 - (c) exercise of any of the Company's rights contained in these conditions
 - (d) alteration to publication date or failure in distribution for whatever reason and the Advertiser is required to pay at the stipulated rate for all advertisements which have been published
 - (e) shrinkage of up to 4mm
 - (f) damage or loss of artwork
13. The Company cannot accept responsibility for the accuracy or copy given verbally and not confirmed in writing.
14. The Advertiser indemnifies the Company against, all costs, claims and liability arising in respect of any defamation, obscenity, mis-representation or other legality contained in the advertisement.
15. The Advertiser warrants to the Company that the copy submitted complies with the British Code of Advertising Practice. The Trade Descriptions Act 1968 and all other statutory provisions which may apply to the same.
16. Artwork, magnetic media, optical media, electronic files and all other material are held by the Company at the Advertiser's risk. The Advertiser is responsible for arranging such insurance as is deemed necessary. The Company reserves the right to commit all such physical material to the ordinary first class post. All such materials not collected from the Company within six months of publication may be destroyed or otherwise disposed of by the Company without further notice to the Advertiser.
17. The Advertiser will be charged by the Company for any supplementary process charges incurred to prepare advertisement copy supplied by the Advertiser to the formats specified in the rates and data for the publication in question is not so supplied. Payment in full for such work shall be made by the Advertiser within 28 days of receipt of an invoice for such. Thereafter interest on outstanding sums due to the Company shall be added to the debt at the rate prescribed in accordance with the County Court rules for the time being in force until the date of payment.
18. The Advertiser must at the time of booking the advertisement notify the Company in writing of full details of any competition or offer that the Advertiser intends to include in the advertisement.
19. Payment by the Advertiser to the Company may be required with order for certain advertisements. Where payment is not required with order it shall be made in full by the Advertiser to the Company within 28 days of publication. Thereafter interest on outstanding sums due to the Company will be added to the debt at the rate prescribed in accordance with the County Court rules for the time being in force until the date of payment.
20. The liability of the Company in the event of any breach of these terms and conditions shall be limited to the Advertiser's cost of booking the advertisement. The Company will accept no liability for any loss or damage unless the complaint is received by the Company within fourteen days after publication.
21. The Contract shall be governed by the laws of England and Wales.
22. The placing of an order will be deemed to be an acceptance of the above terms and conditions by the Advertiser.