



Vitality Publishing Ltd  
3rd Floor  
207 Old Street  
London EC1V 9NR

T: 020 7608 6300  
F: 020 7608 6380

## ADVERTISING TERMS AND CONDITIONS

1. These conditions shall apply to all advertisements accepted for publication. Any other conditions proposed by the Advertiser shall be void unless agreed in writing by the duly authorised representative of the Publisher. The placing of an order for the insertion of an advertisement shall amount to an acceptance of these Conditions and any conditions stipulated on an agency's order form or elsewhere by an agency or an Advertiser shall be void insofar as they are in conflict with them.
2. The Publisher reserves the right to suspend, omit or move any advertisement at anytime in which case no claim on the part of an Advertiser for damages or breach of contract shall arise. Should such omission or suspension be due to the act or default of the Advertiser or his servants or agents, and then the space reserved for the advertisement must be paid for in full notwithstanding that the advertisement has not appeared. This also applies if the copy for an advertisement does not meet the copy date. Such omission or suspension shall be notified to the Advertiser or the Advertiser's agent as soon as possible.
3. Payment terms are strictly thirty days from the date of the invoice.  
On any accounts outstanding after that date: -
  - (a) If paid within the next thirty days the Publisher reserves the right to withdraw all discounts given and commission given to advertising, agents whereupon the usual advertising rate charge will apply.
  - (b) In respect of payments outstanding thereafter, the Publisher reserves the right to withdraw all discounts given and commission given to advertising, agents, whereupon the usual advertising rate charge will apply.
  - (c) The Publisher reserves the right in any event to claim interest at the rate of 2.5% per month from the date of invoice.
4. Time for payment detailed in the immediate preceding clause shall be of the essence and failure to make payment within thirty days of the invoice or publication date or any other breach of contract by the Advertiser or if in the Publisher's opinion the financial position of the Advertiser shall not at any time meet the Publisher's satisfaction allows the Publisher in its absolute discretion to terminate the contract (but without prejudice to its rights in respect of breach by the Advertiser) or suspend the contract until such time as the Publisher is satisfied.
5. If an agent of an Advertiser defaults in payment of the Publisher's invoice or in settlement of any other sum or sums which may be due to the Publisher, the Advertiser shall be liable for the cost of the advertisement to the Publisher and the Publisher shall be entitled to join the Advertiser in any proceedings for recovery of the debt against the agent.
6. If an Advertiser cancels the balance of the contract where a series of advertisements has been booked then, except in the circumstances set out in the next Condition or the publication rate being increased by the Publisher, the Advertiser shall relinquish any right to that series discount to which he was previously entitled and may have received, and advertisements will be paid for at the appropriate rate and shall be immediately payable and recoverable by the Publisher. The Advertiser will not be surcharged if the Publisher cancels the balance of the series.
7. If the Publisher considers it necessary to alter the size of the advertisement but not otherwise the Advertiser will have the right to cancel if the alteration is unacceptable unless such charges are due to an emergency or circumstances beyond the Publisher's control. Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions.
8. All advertisements are accepted subject to the Publisher's approval of the copy and of the space being available. No guarantee is given that specified positions in any publication are available.
9. Commission to advertising agencies is given at the rate of 10% and only on orders made at the full rate and value. Rates are subject to revision at any time and orders are accepted on condition that the rate binds the purchaser to the rate applicable at the next issue of any publication to go to press. The Advertiser will have the option in respect of a series contract in the event of any rate increase as detailed above.



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10. The Publisher shall not be responsible for any loss whatsoever (including any consequential loss) occasioned as a result of: -
- (a) The delay or failure of any advertisement to appear on the date or dates specified in the contract.
  - (b) The Publisher's discontinuance of any publication in which the advertisement is to appear.
  - (c) The delay or failure (for whatever reason) of any issue of a publication to appear PROVIDED THAT in the event of the publication being discontinued the Publisher shall pay to the Advertiser any sum which shall have been paid by the Advertiser (invoice value) having first deducted such costs as the Publisher shall have incurred immediately prior to the date the publication is discontinued.
11. The copy date shall be the date referred to in the Order confirmation or such other date or dates notified to the Advertiser by the Publisher.
12. A cancellation, suspension or alteration of an advertisement must be received in writing by the Publisher not less than fifteen weeks prior to copy date for colour and for black and white advertisements. The Advertiser will remain liable for full payment in respect of any advertisements booked where notice of cancellation, suspension or alteration aforesaid does not comply with this requirement. In respect of any payment for cancelled or suspended advertisement for any reason the Publisher reserves the right to recover from the Advertiser the full rate card price and surcharge if applicable in acceptance with the provisions above.
13. Should the Advertiser place any order with the Publisher for advertising during the cancellation period, detailed in the immediate preceding clause, the Publisher will not be obliged to accept any subsequent cancellation, suspension or alteration whatsoever for any reason.
14. The Publisher reserves the right to amend, cancel or suspend an advertisement without prior notice to the Advertiser.
15. The Publisher reserves the right to alter, postpone, suspend or cancel the publication date of any of its publications but none of the same shall have any effect upon or alter the copy date or any rights either party may have under this contract relating thereto and the provision of the three immediately preceding clauses hereto shall apply in any event.
16. Advertiser's artwork, film and other property are held at the Advertiser's risk and should be insured by him against loss or damage from whatever cause. The Publisher reserves the right to destroy without notice all artwork, film and other property, which has been in the custody for twelve months from the date of its last appearance in one of the Publisher's publication PROVIDED THAT the Advertiser has not given instructions in writing to the contrary.
17. Proofs will only be supplied if requested in writing PROVIDED approved copy is received at least five weeks prior to copy date as detailed in Condition 11 above.
18. Advertisers are responsible for ensuring that separated film for colour advertisements is sent with either progressives or cromalins by the copy date referred to in Condition 11. The Publisher accepts no responsibility for advertisements print quality where film supplied by the Advertiser fails to meet the Publisher's requirements as generally referred to in these conditions.
19. The Advertiser will be charged for any additional colour process costs and the Publisher will be at liberty to recover from the agent or the Advertiser those additional costs in full.
20. All advertisement material originated by the Publisher remains the Publisher's copyright.
21. The Publisher will not under any circumstances be under an obligation to remind the Advertiser that copy for any particular publication is outstanding. In the event of the Advertiser failing to provide the Publisher with copy for a particular publication within the copy period referred to in Condition 11, the Publisher will be at liberty to use such copy as may be in the Publishers possession which shall have been received from the Advertiser or agency or any previous publication so as to repeat the copy. However, the Publisher will also be entitled, should it consider the previous copy inappropriate or unacceptable for the particular publication, to omit the advertisement altogether from the publication. In any event the full cost of the advertisement calculated in accordance with the above Conditions will be payable.



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22. If it is intended to include a competition within an advertisement or a special offer of merchandise not normally associated with the advertised product, full details must be submitted to the Publisher for acceptance when the advertisement is booked.

23. The Advertiser agrees to indemnify the Publisher in respect of all costs, damages, or other charges falling upon the Publisher as the result of legal actions or threatened legal actions arising from the publication of the advertisement, or any one or more of a series of advertisements, published in accordance with the copy instructions supplied to the Publisher in pursuance of the Advertiser's order, in any case, where a claim is made against the Publisher or the Publisher has sued and the Advertiser may ultimately be liable under the terms of this Agreement, notice in writing shall be given to the Advertiser and a consultation shall take place before any expense is incurred or the claim is settled or the case is defended or otherwise disposed of.

24. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory, or an infringement of any other party's rights or an infringement of the British code of advertising practice.

25. If the Publisher considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control. Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions.

26. Notwithstanding that the Advertiser's order shall have been initially made by telephone with an authorised representative of the Publisher and the order subsequently confirmed in writing by the Publisher to the Advertiser, the contract shall be deemed to have been made at the Publisher's office and not at the Advertiser's office.

27. The Publisher's non-observance of any of these Conditions or its insistence upon strict performance by the Advertiser of the same shall not release or in any way lessen or affect the liability, of the Advertiser under the Contract and to accord fully with the terms and conditions hereof. None of the aforesaid conditions shall merge upon the completion or partial completion of the contract.

28. This contract shall be governed and construed in accordance with the Laws of England and the Publisher and Advertiser hereby agree to submit to the exclusive jurisdiction of the English Courts.

29. For the purposes of these Conditions 'Advertiser' shall refer to the Advertiser or his agent, whichever is the principal. "Advertisement" includes loose or other "insert" where appropriate.

30. In the event that any part of the Contract contains an element of mail order advertising, there shall be annexed hereto the Publisher's terms and conditions with regard to mail order advertising which shall be deemed to be the terms and conditions of contract generally and which shall be read in conjunction with the terms and conditions.

#### ADDITIONAL TERMS AND CONDITIONS WITH REGARD TO MAIL ORDER ADVERTISING

1. Mail order advertising is defined as direct response advertisements, display or postal bargains, where cash has to be sent in advance of goods being received.
2. The Advertiser will immediately upon request supply to the Publisher a signed and completed mail order form, or at the option of the Publisher, a duly completed and signed reference and undertaking in the form specified from time to time by the Publisher. In the case of a limited liability company, such mail order form or undertaking shall be signed by a Director of the advertiser company who shall be deemed to have express or otherwise ostensible authority of the Advertiser.



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3. The Advertiser shall if requested by the Publisher make available for inspection of the Publisher samples of the goods to be advertised, the same to be selected by the Publisher at random if it should so desire and the Advertiser to warrant that all such goods shall be in accordance with these samples.
4. The Publisher shall have the absolute right at its sole discretion to require the Advertiser to cease sending any such goods to buyers and to refund monies paid for such goods to buyers forthwith.
5. The Advertiser shall warrant that at the date of advertising sufficient stocks of any product to be advertised are held to meet demands reasonably to be anticipated as a result of advertising.
6. The Advertiser's name shall be prominently displayed at the Advertiser's premises to which the address given in any advertisement is stated and that adequate arrangements will exist at the address for enquiries to be handled during normal business hours by a responsible person and samples of the goods advertised would be available for public inspection.
7. The Advertiser agrees at all times to provide information with regard to methods of conducting business, stocks held and ordered from the Advertiser's suppliers, including details of payments for such stock, and the Advertiser's ability to carry out any of its obligations to the Publisher which may be contained in any undertaking.
8. The Advertiser shall supply the Publisher with such guarantees, indemnities and further undertakings and abide by such conditions and further conditions as the Publisher may require and with such further information as the Publisher may require at any time.
9. The Advertiser shall supply the Publisher with such guarantees, indemnities and further undertakings and abide by such conditions and further conditions as the Publisher may require and with such further information as the Publisher may require at any time.
10. The Advertiser will accord and comply with the provisions of the Trade Description Act 1968. Fair Trading Act 1973 and Consumer Credit Act 1974 and with all regulations and orders for the time being in force relating thereto.

#### COLOUR SEPARATION TERMS AND CONDITIONS

For the purposes of these Conditions 'Advertiser' should refer to the Advertiser or his agent, whichever is the principal, and the 'Company' refers to the publisher.

These conditions shall apply to all colour scanning work undertaken on behalf of an Advertiser. Any other conditions proposed by an Advertiser are not acceptable unless agreed in writing. The delivery of material or information to provide the separated film shall amount to an acceptance of these conditions.

Any work undertaken must be received before the copy date of the publication the advertisement is to appear in to enable cromalins to be submitted. No responsibility is accepted if work is requested after the copy date. No responsibility is accepted if the Advertiser fails to meet the requirements on copy date.

The copy date shall be the date referred to in the order confirmation or such other date or dates notified to the Advertiser.

Advertiser's artwork, film or other property is held at the Advertiser's wish and should be insured by him against loss of damage from whatever cause. The right is reserved to destroy without notice all artwork, film and other property, which has been in the Company's custody for twelve months from the date of completion, provided that the Advertiser has not given instructions in writing to the contrary.

Any compensation for errors on colour separation work is limited to the cost of the work and does not affect the advertisement cost. Payment terms are strictly thirty days from the date of invoice. No discount is given to advertising agents on colour separation for work or artwork.

Any instruction must be received in writing and the Advertiser will be charged for any colour processing costs based on the estimates given. Any additional work undertaken after the estimate will be charged extra.

The contract shall be deemed to have been made at the publisher's office and not at the advertiser's office.