

## **Standard Terms and Conditions of Acceptance of Advertisements**

### **Definitions and Acceptance of the Terms and Conditions**

1. Devonshire Publishing Limited ("DPL") accepts publication of advertisements on the terms and conditions set out below ("Terms").
2. These Terms apply to advertisements in Association Management International, ("Magazine") advertisements on [www.associationmanagement.co.uk](http://www.associationmanagement.co.uk) ("Website") and loose inserts ("inserts").
3. By placing an order, via the DPL Booking Form, the Advertiser (which is the person placing the order for the Advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser) accepts and agrees to be bound by these Terms in full.

### **Content and Delivery of Advertisements**

4. Materials for an Advertisement must be provided no later than the deadline specified in the media rate card and, for Advertisements on the Website, in accordance with the Website technical specification on the media rate card.
5. DPL may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not print, suspend or change the position of any such Advertisement. DPL may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising in the Magazine or the Website. The Advertiser will remain responsible for all outstanding charges.
6. The publication of an Advertisement by DPL does not mean that DPL accepts the Advertisement has been provided in accordance with these Terms or that DPL has waived its rights under these Terms.
7. The Advertiser guarantees to DPL that:
  - (i) any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;
  - (ii) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;
  - (iii) the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice (including the British Code of Advertising, Sales Promotion and Direct Marketing and all other codes under the general supervision of the Advertising Standards Authority – see [www.asa.org.uk/asa/codes/cap\\_code](http://www.asa.org.uk/asa/codes/cap_code) are not libellous or obscene and do not infringe the rights of any person (including any person's intellectual property rights);
  - (iv) the Advertisement will not be prejudicial to the image or reputation of DPL or the Website or the Magazine and
  - (v) all Advertisements submitted for publication online will be free of any viruses and no Advertisement will cause an adverse effect on the operation of the Website.
8. Where the Advertiser is an advertising agency or media buyer, the Advertiser guarantees that it is authorised by the advertiser of a product or service to place the Advertisement with DPL and the Advertiser will compensate DPL for any claim made by such advertiser against DPL.

### **Payment**

9. All Advertisements are accepted on the basis that they will be paid for at the agreed rate on the booking form or as set out in the media rate card on the date of publication. DPL may change its rates at any time by publishing the modified rates at [www.associationmanagement.co.uk](http://www.associationmanagement.co.uk). Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.

10. All sums payable to DPL should be made in accordance with DPL Financial Terms & Conditions which are: All new customers will be required to prepay unless credit terms have been approved. DPL's standard credit terms are for payment to be received as cleared funds by BACS payment on or before 28 days of the date of insertion/date of invoice. Any changes to the Standard Payment Terms must be agreed by Phil Slinger at DPL. DPL may charge interest on the amount outstanding up to 4% above the Bank of England base rate.

### **Online Advertisements**

11. DPL cannot guarantee the number of impressions reached.

### **Guardian Ad Network**

12. DPL does not guarantee that Advertisements booked to appear on the website will appear on every page unless booked. Advertisements booked will appear on the home page, unless DPL agrees in writing to publish on a particular page.

### **Data Collecting on [www.associationmanagement.co.uk](http://www.associationmanagement.co.uk)**

13. Where an Advertiser wishes to drop cookies on users' computers or use pixels, web beacons or other data collecting technology (the "Data Collecting Technology") for the purpose of displaying or providing advertising on the website and tracking impressions and related data, it shall notify DPL in advance of booking an Advertisement and provide all information requested by DPL regarding such Data Collecting Technology.

14. If DPL authorizes the Advertiser to use Data Collecting Technology, DPL will provide written authorisation within the Booking Form and Advertiser agrees to use such Data Collecting Technology and all data collected from it solely in the manner disclosed to DPL.

15. All data collected by Advertiser through such Data Collecting Technology will be confidential information owned by DPL and will not be disclosed by the Advertiser to any third party without the consent of DPL in advance. In no event shall such Data Collecting Technology or the data collected from it be used by Advertiser for the purpose of tracking or targeting users when they leave [www.associationmanagement.co.uk](http://www.associationmanagement.co.uk) or be combined with information collected from other sources, except where DPL has given agreement in writing. Advertiser shall ensure it complies with the DPL privacy policy or policies with respect to such Data Collecting Technology and all applicable laws and regulations and that all such data will be deleted from its servers upon the end of the relationship between DPL and the Advertiser.

### **Inserts**

16. The Advertiser will be liable for the full cost of the Insert order. In no event will DPL be liable for loss arising from failure to insert or any errors in the insertion of Inserts

### **Liability of DPL**

17. DPL accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Advertisement copy to DPL or any loss or damage to any Advertisement copy or any other materials. The Advertiser guarantees that it has retained sufficient quality and quantity of all materials supplied to DPL

18. DPL shall use its reasonable endeavours to reproduce Advertisements as provided by the Advertiser but cannot guarantee that the Advertisement will be of the same quality.

19. DPL cannot guarantee the time, dates and/or position of Advertisements and all such decisions will be at the sole discretion of DPL unless the Booking Form has such detail and has been signed.

20. If a booked Advertisement is not published at all solely due to a mistake on DPL's part, DPL will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.

21. If the Advertisement as reproduced by DPL contains a substantial error solely due to a mistake on DPL's part, DPL shall, on request, re-publish the Advertisement at no additional cost to the Advertiser. DPL shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform DPL of any errors and provide any necessary assistance to DPL to prevent a repeat of the error.

22. DPL shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Advertiser or any loss which could not be contemplated by DPL and the Advertiser, and DPL's maximum total liability for any loss or damage arising out of or in relation to any Advertisement whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Advertisement actually paid by or on behalf of the Advertiser.

23. In respect of Advertisements on the Website, DPL does not guarantee continuous, uninterrupted access by users of the Website but will use reasonable efforts to provide this. In addition, DPL will not be responsible for any failure or delay affecting production or publication of the magazine or the transmission of the Website and any Advertisements contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of DPL.

24. For the avoidance of doubt, nothing in these Terms will limit or exclude DPL's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.

### **Liability of the Advertiser**

25. The Advertiser will fully reimburse DPL for all claims, losses or expenses arising as a result of any breach or failure to perform of any of these Terms and/or the use or publication of the Advertisement by DPL in accordance with these Terms.

### **Rights**

26. DPL owns the copyright in all Advertisements written or designed by it or on its behalf.

27. The Advertiser grants DPL the right (free of charge) to:

- (i) use such of the Advertiser's names, trade marks and/or logos as DPL may consider necessary for the purposes of publishing the Advertisements;
- (ii) reproduce the Advertisement in any media at any time from the date the Advertisement was last published in magazine for promotional purposes. For the avoidance of doubt, the content, layout and format of the Website or Magazine will be subject to variation at DPL's sole discretion.

### **Cancellation policy**

28. The Advertiser may cancel an Advertisement provided that notice in writing is received by DPL at least 30 days before the booked publication date of the advertisement or within 14 days of a website advertisement.

29. If the Advertiser is insolvent or bankrupt or is otherwise in breach of these Terms, DPL may treat the order as cancelled.

### **General**

30. A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.

31. If DPL fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.

32. These Terms shall be governed by English law and the courts of England and Wales will have exclusive jurisdiction in relation to these Terms