

Terms and Conditions

1. Definitions

"The Publisher" means Sportwise Marketing Ltd. **"The Advertiser"** means the person, firm or company entering into this contract incorporating these terms and conditions. **"The Distributor"** means the distributor into whose publication the advertisement is to appear. **"Camera Ready"** means finished artwork to exact size or bromides from original artwork suitable for reproduction (photocopies and newspaper cuttings are not acceptable).

2. Application of the Terms and Conditions

The terms and conditions set out herein shall apply to all contracts for advertisements, which placed by the advertiser and confirmed accepted by the publisher. No other terms and conditions shall be binding upon the parties, and this contract embodies the entire understanding of the parties and there are no promises, terms, conditions, obligations, oral or written, expressed or implied, other than those contained here in, or confirmed in writing by the publisher and attached here-to.

3. Supply of Artwork and Copy Matter

- (a) Where the advertiser contracts to supply Camera Ready artwork, this must be of suitable quality and standard to the correct size and must be supplied within **14 days** from the signing the advertising agreement or contract. No liability is accepted for damage howsoever caused to advertisers original artwork and transparencies and advertisers are advised to insure goods in transit as required.
- (b) Where the advertiser is not supplying Camera Ready artwork to correct size and requests the publisher to prepare artwork, the advertiser must supply all copy matter necessary for preparation of the advertisement within **7 days** of the signing the advertising agreement or contract. The publisher will then submit a proof which, if not returned to the publisher within **3 days**, will be assumed to be correct and the advertisement proceeded with. Any corrections or amendments to the proof will not necessarily entitle the advertiser to a further proof. The publisher will not be held responsible for poor reproduction of artwork if copy material supplied is of poor quality.
- (c) If the advertiser fails to provide copy within the allotted time scales of the signing here-of then the publisher reserves the right to prepare the artwork for the advertisement which may be simple and only include the name, address and trade of the advertiser. The publisher will then submit a proof which, if not returned to the publisher within **3 days** will be assumed to be correct and the advertisement proceeded with. The publisher will use it's best endeavors to obtain copy of a suitable nature prior to this action.
- (d) In all disputes between the advertiser and the publisher concerning the contents of the advertisement the publisher shall have the right to amend the advertisement in any way it may, in it's discretion, see fit.
- (e) The cost of preparing simple artwork will be born by the publisher. Artwork of a more complicated nature may incur a nominal charge.

4. Method of Payment

The full amount of the cost of the advertisement is payable on the signing hereof. As a concession the publisher will permit the advertiser to pay it's advertising dues within 3 times scales:

- (a) Payment made with signed advertising contract and copy. The advertiser may take a discount as detailed over leaf.
- (b) The full amount of the cost of the advertisement will be invoiced immediately but not become due for payment until **14 days** after the proof of the advert artwork has been sent to the advertiser.
- (c) Payment may be made in 3 equal monthly payments. Prior to publication date, subject to a standing order being completed and returned to the publisher within 7 days of signing hereof.
- (d) If payment of the advertisement contract price is unpaid for after **14 days** of the due *proof date*, the full amount shall immediately become due and payable, the publisher reserves the right to charge interest at 8% above the current inter-bank rate on any outstanding balances overdue for payment.
- (e) **The right to add to the overdue account the costs incurred by employing an agency or solicitors in recovering that overdue account.** On any account not paid within our terms of trading we reserve the right to add to the account any costs incurred by us in instructing an agent or solicitor to act on our behalf in the recovery of the account.
- (f) All payments becoming due and payable are to be made to the principle place of business of the publisher.

5. Cancellation, Change, Closure or Disposal of Business

- (a) Cancellation of this agreement will only be accepted within 14 days of signing the advertising agreement or contract. The cancellation will be accepted in writing sent by *recorded delivery only*. **Cancellation beyond 14 days will be subject to a cancellation fee of 50% of the advert cost.**
- (b) The advertiser hereby agrees that this contract cannot be cancelled and in the event of a closure, change of location or change in style or nature of the business this agreement shall still continue and all liabilities hereunder shall accrue to the advertiser. The advertiser may change the copy matter and location of the advertisement by agreement with the publisher.
- (c) The advertiser hereby agrees that in the event of the disposal of the business the agreement shall continue and the advertiser will endeavor to pass on the terms, obligations and liabilities to any purchaser or successor in the title, in the event the advertiser does not procure such agreement, the liabilities under this agreement shall continue to accrue to the advertiser.
- (d) The advertiser hereby agrees that in the event of a disposal, change of address or change in name or ownership of the distributor, the advertiser shall raise no objection to the advertisement appearing in the subsequent publication to be distributed by the distributor or his successor in title. In the event of there being a break in the continuity of the distribution of the publication, the period under this agreement shall be extended by such period of discontinuance of distribution.
- (e) The publisher shall endeavor to ensure that in the eventuality of a disposal, or change in style or name of the distributors business, such successor in title to the distributors business and/or distribution rights shall honor the obligations and liabilities of the former distributor in the distribution of the publication in which the advertisement has been or will be displayed.
- (f) The publisher reserves the right, in the eventuality that the advertising rights are withdrawn, or the advertisement is not accepted by the distributor, or that the distributor closes the principle place of distribution, to transfer the advertisement to an alternative, similar, publication for distribution within a similar (or greater) area of distribution. In the event that no similar publications are available the publisher may cancel the advertisement and the advertiser shall only be liable for payment of a fee proportional to the period of actual display and distribution (if any) of the advertisement.

6. Warranty and Indemnity - The Advertiser warrants that:

- (a) They will be responsible for obtaining and paying for all necessary licenses and consents for the display of any advertising or copyright material contained or the appearance of any person in his advertisement.
- (b) No advertisement will be in breach of copyright or other rights or be defamatory of any third party.
- (c) They will indemnify and keep indemnified the publisher against all claims, demands, proceedings, damages, costs, charges and expenses arising from breach of the above warranties or in any other way arising out of the publication of the advertisement or anything done as a result thereof.

7. Publication Date and Delivery

- (a) The publisher will endeavor to deliver the publication to the distributor as quickly as possible, but reserves the absolute right to determine the publication date. In the event of any delay in delivery, such delay will not prejudice any of the terms and conditions herein contained. All quoted delivery dates are intended as a guide only as to commencement of distribution and do not constitute part of the contract.
- (b) The advertiser will be supplied with a voucher copy of the publication, at the time of delivery to the distributor, by normal postal services.

8. Trade Monopolies

The publisher retains the right to accept and publish advertisements of a like or similar business trade occupation or profession to that of the advertiser.

9. Distribution and Design

The publisher reserves full rights over the design and presentation of the publication and from time to time vary the size/or design of the publication and amend or alter its color schemes and will not be liable to advise the advertiser of such alterations and any or all such changes shall in no way prejudice the terms and conditions of this agreement.

10. Notices

- (a) Any notices required to be given hereunder shall be deemed effectively served if sent through the post, in the case of the advertiser to the last known place of business abode or its registered office as a company and in the case of the publisher to Sportwise Marketing Limited, 17 Prime Parkway, Mansfield Road, Derby DE1 3QB.
- (b) By interpretation this contract is deemed confirmed at the publishers place of business.