



Watsons Directories Ltd (The Publisher)  
Terms and Conditions for  
Acceptance of Advertisements

These conditions shall apply to all advertisements (including inserts and inserts) accepted for publication. Any other proposed condition shall be void unless incorporated clearly in written instruction and expressly accepted by the Publisher in writing. For the purpose of these conditions, 'Advertisers' shall refer to the Advertiser or his Agent whichever is the principal. 'Advertisement' induces loose or other inserts where appropriate.

1. All the advertisements are accepted subject to the Publisher's approval of the copy and to the space being available at the date of the advertising contract.
  2. If it is intended to include in an advertisement a competition or a special offer of merchandise other than that normally associated with the advertiser's product, full details must be submitted at the time of booking
  3. The Publisher reserves the right to omit or suspend any advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage 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 then the space reserved for the advertisement shall be paid for in full notwithstanding that the advertisement has not appeared. Such omission or suspension shall be notified to the Advertiser as soon as possible.
  4. 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 shall have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publishers reasonable control. Every care is taken to avoid mistakes but the Publisher does not accept any liability for any errors due to third parties, subcontractors, or inaccurate or unclear copy instructions.
  5. 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. Country of origin (other than the United Kingdom) of goods advertised must be shown in advertisements if so required by statute or statutory regulations.
  6. The Advertiser shall indemnify the Publisher fully in respect of all costs and liabilities howsoever arising from any claim made against the Publisher arising from any aspect of the advertisement. The Publisher shall consult with the Advertiser as to the way in which such claims are to be handled.
  7. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press. In the event of a rate increase, the Advertiser shall have the option either to cancel the order without surcharge or to continue the order at the revised advertisement rates.
  8. If an advertiser cancels the balance of a contract, except in the circumstance set out in clauses above, he relinquishes any right to any series discount to which he was previously entitled and advertisements shall be paid for at the appropriate standard rate.
  9. Accounts are due for settlement on or before the 30th day after confirmation of the order by the Advertiser. In the event of any account becoming overdue, the Publisher reserves the right both to suspend insertions due under the order until such time as the sum owing is paid. The Publisher additionally has the right to charge interest on overdue payments at a rate of 12% p.a. All Client payments shall be held in the Publisher's Client account until the relevant print and delivery contract is let. Clients shall be refunded in full if publication does not happen for any reason.
  10. Advertisement copy must be supplied by the Advertiser or his Agent in accordance with the mechanical data published in the media information. Charges shall be made to the Advertiser or his Agent where the Publisher and/or printers are involved in extra production work owing to acts or defaults of the Advertiser or his Agent.
  11. Inserts must be delivered to the agreed mailing house by the agreed date. Inserts must meet the agreed specification. The Publisher reserves the right to invoice for additional costs incurred due to the weight of inserts exceeding that advised by the Advertiser or Agent at the time of booking. Charges shall be made to the Advertiser or his Agent where the Publisher or the mailing house is involved in extra production work owing to acts or defaults of the Advertiser or his Agent. If the Advertiser or his Agent fails to deliver inserts to the agreed mailing house on time the Advertiser or his Agent shall be charged in full.
  12. Complaints regarding the production of advertisements must be received in writing within one calendar month of the publication date. The Publisher reserves the right at its sole discretion to run free adverts.
  13. For all publications, at least 6 weeks' notice prior to printing date in writing is required to stop or suspend a monotone insertion. At least 8 weeks' notice prior to printing date is required in writing to stop or suspend a colour insertion. If any order is accepted less than 8 weeks from printing date then cancellation is not permitted.
  14. Failure to sign or return the written acknowledgement of order to the Publisher does not constitute cancellation of an advertisement booking.
  15. If copy instructions are not received by agreed copy date no guarantee can be given that proofs shall be supplied nor corrections made and the Publisher reserves the right to repeat the most appropriate copy at his discretion.
  16. Advertisers' property, artwork, etc. are held at Owners' risk and must be insured by Owner against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork that has been in his custody for twelve months from the date of its most recent appearance.
  17. Any investment or financial related advertisements shall have the prior approval of an authorised person as required by the relevant current UK Legislation and shall be warranted to comply with all aspects of such Legislation.
  18. These Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England and subject to the jurisdiction of the English Courts.
- Publisher's clause
- a. Advertisers and advertising agencies assume liability for all content of advertisements printed (including text, representation and illustrations) and also assume responsibility for any claims arising and made against the Publisher. The Publisher reserves the right to reject any advertising that is not in keeping with the Publication's standards.
  - b. No deliberate attempt to simulate a publication's format is permitted. The Publisher reserves the right to place the word 'Advertisement' with copy that resembles editorial matter.