

# Terms & Conditions

In these Terms and Conditions "the Company" means Focus Marketing Ltd trading as Focus Magazine Group and "the Advertiser" means the person or company at whose request bookings for advertisements or other services provided are accepted.

## 1. Acceptance of Conditions

In placing an order for the publication of an advertisement, the Advertiser accepts these conditions.

## 2. Warranty

The Advertiser will warrant:

- (a) 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.
- (b) That the advertisement will not infringe copyright or any other vested interest in a third party.
- (c) That the Advertiser has secured all necessary permissions in the use of pictorial images, or words, attributed to living persons.

## 3. Indemnity

- (a) The Advertiser will indemnify the Company in respect of all costs, damages or other charges incurred in connection with any actions or claims brought against the Company arising from a breach of the Advertiser to these Terms and Conditions or otherwise from the publication of their advertisement.
- (b) The Company will not be liable for any loss or damage consequential or otherwise occasioned by error, late publication, or the failure of an advertisement to appear from any cause whatsoever beyond the Publisher's control including but not limited to Acts of God, legislation, war, civil commotion, strike, lock-out, trade dispute, breakdown in machinery, fire, flood or failure of power supply. Should any such event occur the Company may cancel or suspend the order in whole or part.

## 4. Acceptance of Order - Booking Form

- (a) A Booking Form will be issued with each accepted advertisement. The Booking Form and these Terms and Conditions will form the Contract.
- (b) The Company reserve the right to refuse an advertisement, which they consider unsuitable for publication.

## 5. Artwork

- (a) It is the Advertiser's responsibility to submit artwork on time and to specification. If artwork is not received by the deadline, the Company reserve the right to use a previously supplied advertisement.
- (b) Logo and image files must be provided digitally at 300dpi as either PDF or JPEG files.
- (c) Colour matching in the printing process cannot be guaranteed.
- (d) Artwork prepared on behalf of the advertiser will be at additional charge.
- (e) The Publisher cannot accept responsibility for any loss or damage to artwork, photographs or other material submitted by The Advertiser.

## 6. Copyright

- (a) Any reproduction of artwork produced by the Company is strictly forbidden without the written consent of the Company.
- (b) The Advertiser authorises the Company to record, reproduce, publish, distribute and broadcast all advertisements (including but not limited to text, artwork and photographs) including electronically via website and social media.

## 7. Advert positioning

Whilst requests for certain page positions or to be inserted under a certain classification will be noted at the time of booking, no guarantee can be given.

## 8. Pricing

- (a) **Advertisement prices** are as confirmed on the Booking Form, in accordance with the Rate Card in force at the time of order, and are accepted on condition that the price binds the Advertiser only in respect to the next issue to go to Press. The Rate Card is available upon request.
- (b) **Pricing Discounts** are given for multiple bookings in Focus Buckingham magazine only. Payment must be received in full by the first deadline day of the booking run, unless specifically agreed in writing otherwise.
- (c) **Price Increases:** The Company shall give thirty days' notice to any change in pricing. Advertisers will be given the option to cancel any booked advertisements affected by 8(a) above.

## 9. Payment

- (a) All invoices should be paid in full by deadline day or 60 days prior to Deadline day for Premium Advertising Spaces, unless specifically agreed otherwise in writing.
- (b) The Company reserves the right to pass all overdue invoices to a Debt Collection Agency.

## 10. Cancellation

- (a) Cancellation of an Advertisement Booking must be received in writing. Verbal cancellations will not be accepted.
- (b) Cancellations can only be accepted up to seven working days prior to the Deadline day and 60 days prior to Deadline day for Premium Advertising Spaces.
- (c) Where a pricing discount was given for multiple bookings, the amount payable will be recalculated, and the Advertiser will be liable to reimburse the Company.

For any concerns or queries relating to the above, please telephone 01 327 353753, or email [mail@focusmagazinegroup.co.uk](mailto:mail@focusmagazinegroup.co.uk).