

Clyde & Forth Press Ltd.

CONDITIONS OF ACCEPTANCE OF ADVERTISING

DEFINITIONS:

The 'Publisher' means Clyde & Forth Press Limited, having its registered office at Pitreavie Business Park, Dunfermline, Fife, Scotland KY11 8QS; Tel. 01383 728201; fax 01383 738217.

The 'Advertiser' means the person by or on whose behalf the advertisement is instructed.

The 'Publications' means publications of the Publisher.

'Advertisement' means the advertisement instructed by the Advertiser to the Publisher.

'Standards' means the British Code of Advertising Practice and the provisions of any law applicable to advertising including, but not limited to, the Trade Descriptions Act 1968, the Consumer Credit Act 1974, the Control of Misleading Advertisements Regulations 1988, the Financial Services Act 1986, the Business Advertisement (Disclosure) Order 1977, and all amendments and replacements.

It is hereby agreed that

1. The placing by the Advertiser of an Advertisement is deemed to be acceptance of these Conditions of Acceptance of Advertising.
2. The Publisher shall not be liable for any loss or damage incurred by the Advertiser as a result of any failure, negligence or omission by any party in the course of the distribution or circulation of the Publication in which the Advertisement is scheduled to appear.
3. The Publisher shall endeavour to meet the Advertiser's written requirements but the Publisher reserves the right to hold over the publication of any Advertisement without notice and to publish any Advertisement so held over in a subsequent issue of the publication in which such Advertisement was instructed. The Publisher also reserves the right to alter any Advertisement in order that the Advertisement will conform to the Standards.
4. Any Advertisement must not contravene the Standards.
5. In the event of any error, misprint or omission in the printing of an Advertisement or any part of an Advertisement, the Publisher will re-insert the duly amended Advertisement or, at the Publisher's option, refund or give credit for the whole or part of the cost. No re-insertion, refund or credit will be made or given where the error, misprint or omission does not materially detract from the Advertisement. The Publisher will have no further liability in respect of any error, misprint or omission in the printing of an Advertisement or part of an Advertisement.
6. In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed either (a) the total amount of a full refund of any price paid to the Publisher for the particular Advertisement in connection with which liability arose; or (b) the cost of a further or corrective Advertisement of type or standard reasonably comparable to that in connection with which liability arose; such option to be at the discretion of the Publisher.
7. It is the responsibility of the Advertiser to check the first insertion of an Advertisement and to notify the Publisher of any error within 24 hours of the first publication of the Advertisement. The Publisher assumes no responsibility for the repetition of errors unless notified by the Advertiser in writing.
8. 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 the series of Advertisements, published in accordance with the copy instructions supplied to the publisher in pursuance of the Advertiser's order.
9. The Publisher reserves the right to omit or suspend publication of any Advertisement or order of any part thereof, for any reason whatsoever, without giving notice to the Advertiser of their intention to do so.
10. Cancellation of the Advertisement must be received in writing by the Publisher not less than 72 hours before the first printing of the Advertisement. The Publisher is not obliged to stop or cancel a full colour or special position Advertisement unless the publisher receives written notice of cancellation not less than 28 days prior to the proposed publication of the Advertisement.
11. All artwork prepared by the Publisher will remain copyright of the Publisher. Any artwork prepared by the Advertiser and used by the Publisher in connection with the Advertisement which is not claimed in writing within three months of publication of that artwork will be destroyed.
12. The Publisher reserves the right to cancel or alter any of the Conditions of Acceptance of Advertising.
13. Each of the foregoing conditions shall be separate and severable.

IMPORTANT NOTICE TO ALL TRADE ADVERTISERS

All trade advertisers using telephone numbers **MUST** include the word trader, dealer, agent, breeder or appropriate wording in their copy. This will be of help and assistance to advertisers and readers alike.