

Equestrian Business Ltd

Terms and Conditions of Acceptance of Advertisements

These conditions shall apply to all advertisements (including onserts and inserts) accepted for publication. Any other proposed condition shall be void unless incorporated clearly by written instruction and specifically accepted by the Publisher. For the purpose of these conditions, 'Advertisers' shall refer to the Advertiser or his Agent whichever is the principal. 'Advertisement' includes 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.
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 advertised 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 of 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 will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control. Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to third parties, subcontractors or inaccurate 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 or other regulations.

6. The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement. The Publisher will 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 will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.

8. Should the Advertiser cancel the balance of a contract, except in the circumstance set out in clauses above, the Advertiser relinquishes any right to that series discount to which the Advertiser was previously entitled. Advertisements already printed will be paid for at the full rate card price.

9. New companies advertising with the Publisher are subject to receiving a ProForma invoice for immediate payment.

10. Accounts are due for settlement on or before the 30th of the month following the date of publication of the advertisement. 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 and to reduce any commission otherwise allowed to advertising agencies.

11. Advertisement copy should be supplied by the Advertiser or their Agent in accordance with the mechanical data published on the rate card. Charges will be made to the Advertiser or their Agent where the printers are involved in extra production work owing to acts or defaults of the Advertiser or their Agent.

12. Inserts must be delivered to the agreed mailing house by the agreed date. Inserts must meet the agreed specification. We reserve 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 will be made to the Advertiser or their Agent where 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 fail to deliver inserts to the agreed mailing house the Advertiser or his agent will be charged in full.

13. Complaints regarding reproduction of advertisements must be received in writing within one calendar month of the cover date. Equestrian Business Ltd reserves the right to run free adverts.

14. For all publications, at least 6 weeks' notice prior to cover date in writing is required to stop or suspend an insertion. If the order is accepted less than 8 weeks from cover date then cancellation is not permitted.

15. Failure to sign or return the written acknowledgement of order to the Publisher does not constitute cancellation of an advertisement booking.

16. If copy instructions are not received by agreed 'copy date' no guarantee can be given that proofs will be supplied nor corrections made and the Publisher reserves the right to repeat the most appropriate copy.

17. Advertisers' property, artwork, etc., are held at Owner's risk and should be insured by them 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.

18. All investment advertisement will be issued by an authorised person and the contents of such advertisements will have the prior approval of an authorised person as required by the Financial Services Act 1986, or the advertisements will be within those permitted by or under Section 58 of the aforesaid Act.

19. These Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.

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 any copy that resembles editorial matter. This is supplied in the interests of fair-trading and should be kept for reference.
- c. All advert copy designed by the Publisher using the free of charge design services remains the copyright of Equestrian Business Ltd and cannot be used elsewhere without a release being paid by the advertiser or advertising agency.