

LONDON BOROUGH OF HARINGEY CONDITIONS RELATING TO THE INSERTION OF AN ADVERTISEMENT IN ANY COUNCIL NEWSPAPER

1. In these Conditions:
 - 1.1 "Advertisement" means the matter to be printed on the page or separately inserted or data stored on disk or which the Publisher is asked to publish and which is intended to be viewed by the public;
 - 1.2 "Advertiser" means the person, firm or company and their agents or assigns who wishes the Publisher to publish an Advertisement;
 - 1.3 "Media Pack" means the document which incorporates the Publisher's rate card in effect for the time being and includes, among other matters, publication dates and deadlines and technical data;
 - 1.4 "Newspaper" means any paper in or with which the Advertisement is to appear or has appeared and includes any supplement or magazine of other printed matter for which no charge is made to its recipient and which is published whether regularly or occasionally as part of, or in association with, therewith;
 - 1.5 "Publication" means making information available to the public; and
 - 1.6 "the Publisher" means Haringey Council being the publisher of the Newspaper.
2. Advertisements are accepted subject to the Publisher's approval of the copy and space being available.
3. These Conditions apply in preference to and supersede any other terms and conditions referred to, offered or relied on by the Advertiser whether in negotiation or at any stage in any dealings between the Publisher and the Advertiser with reference to the Advertisement. The Publisher will not be bound by any standard or printed conditions furnished by the Advertiser in any documents unless the Advertiser specifically states in writing, separately from such terms, that it intends such terms to apply and the Publisher acknowledges such notification in writing.
4. The Publisher may at its sole discretion omit or suspend any Advertisement at any time upon reasonable grounds in which circumstance the Advertiser shall have no claim against the Publisher. In the event of omission or suspension of an Advertisement the Advertiser will be notified as soon as possible. If the omission or suspension is due to the fault of the Advertiser, payment for the Advertisement will be due in full.
5. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials which the Advertiser warrants that it has retained in sufficient quality and quantity for whatever purpose.
6. The Advertiser must supply copy instructions unasked. Unless copy instructions are received the Publisher reserves the right to publish only the Advertiser's name and address. The full Advertisement price will be payable.
7. Where the Advertiser is using an agency the Advertiser warrants that the agency is authorised by the Advertiser to place the advertisement with the Publisher and the Advertiser will indemnify the Publisher against any claim made by any person against the Publisher arising from the publication thereof.
8. The Advertiser warrants that:
 - any information supplied in connection with the Advertisement is accurate, complete and true;
 - in respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;
 - in relation to any investment Advertisement, the Advertiser is, or its contents have been, approved by an authorised person within the meaning of the Financial Service Act 1986 or the Advertisement is otherwise permitted by the Act;
 - the Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) for the time being in force;
 - the advertising copy will not contain material of a political or religious nature; and
 - all advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.

The Advertiser will fully indemnify the Publisher on demand against any claim or liability arising from the publication of any Advertisement where the Advertiser is in breach of the provisions of this Clause 8.
9. The Publisher in its sole discretion and at any time may alter the position or date of publication of the Advertisement and/or amend the wording of any copy submitted to suit the style and subject matter of the Newspaper concerned and/or charge the costs of production (other than printing costs) as an extra.

- 10.** Copy films and artwork supplied to the Advertiser shall be held and used by the Publisher at the Advertiser's sole risk. The Publisher may destroy any material supplied unless collected within six (6) months from publication. Corrected proofs must be returned by the date specified on the submission proofs. The Advertiser shall be responsible for checking proofs and corrections.
- 11.** The Publisher will accept no responsibility for the quality of the reproduction of any films included in the copy.
- 12.** The Publisher will provide the Advertiser with one (1) voucher copy per insertion. The Publisher reserves to itself the right to make a reasonable charge if the Advertiser requests further copy.
- 13.** Copyright in materials prepared by the Publisher or in the Newspaper published by it in which it appears will rest wholly in the Publisher.

Advertisements containing such material may not be reproduced without the Publisher's consent and their use by the Advertiser may be subject to the Publisher granting a licence upon such terms as it considers is reasonable in all the circumstances.
- 14.** The Publisher's Logo shall not be incorporated in any Advertisement without the express consent in writing of the Publisher.
- 15.** The Publisher shall have the right to change its scale of advertisement rates at any time. On revision the Advertiser may cancel any outstanding orders but future orders shall be subject to the revised charges.
- 16.** Invoices rendered by the Publisher shall be paid within twenty eight (28) days from the date of the invoice and if they remain unpaid will bear interest at a rate of 4% above the Co-operative Bank plc base rate from the due date until payment is made.
- 17.** In the absence of any other specific arrangements between the Publisher and the Advertiser, payment in respect of the Advertisement (including any associated production, late copy and box number charges) is due in advance of publication except where the Publisher has agreed to allow credit to the Advertiser, in which case the due time for payment shall be no later than 10.00 am on due date.
- 18.** Full details of each remittance are to be supplied to the Publisher by the due time. Payment shall mean the receipt by the Publisher at its principal place of business (or elsewhere as it may direct) of cash or a cheque or at its bank of money transferred electronically or through the clearing banks' giro credit system.
- 19.** Subject to the provisions herein the Publisher will carry out its obligations hereunder with reasonable care and skill but otherwise all liability to the Advertiser, or any third party, for breach of contract, negligence (unless resulting in death or personal injury) or any other matter (including without limitation, delay or failure of an advertisement to appear and errors or omissions in any copy sent to the Publisher) and if such exclusion shall be ineffective limits its total liability to the Advertiser, or third party to the charges paid or payable by the Advertiser hereunder.
- 20.** All cancellations of any Advertisement, or Sponsorship booked by the Advertiser shall be required to be cancelled in writing and received by the Publisher no later than the published booking deadline for the respective edition of the Newspaper displayed in the Media Pack.
- 21.** It is the responsibility of the Advertiser to check the correctness of the Advertisement (and of each insertion of the Advertisement if more than one (1)). Without prejudice to condition the Publisher assumes no responsibility for the repetition of an error in an Advertisement ordered for more than one (1) insertion unless notified immediately the error occurs. Any other matter of complaint, claim or query (whether in relation to the Advertisement or the invoice) must be raised with the Publisher in writing within seven (7) days following (as the case may be) insertion of the Advertisement or of the date on which it is claimed the Advertisement should have appeared or of the receipt by the Advertiser of the invoice giving rise to it. Without prejudice to the Publisher's entitlement to be paid for the Advertisement as published a sum representing a reasonable proportion of the charge agreed at the time the Advertisement was booked, the Publisher's liability is limited to a maximum at its option of giving a credit for its charge for the Advertisement or (in an appropriate instance) of publishing the Advertisement for a second time without charge. Such complaint, claim or query shall not affect the liability of the Advertiser for payment by the due time of the Publisher's charges for that and all other advertisements.
- 22.** There is no obligation on the Publisher to supply voucher copies or 'tearsheets' and their absence shall not affect the Advertiser's liability for the agreed charge.
- 23.** The Advertiser will indemnify the Publisher and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeable as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these Conditions or implied by law.
- 24.** The placing of an order for the insertion of an Advertisement shall amount to an acceptance of these Conditions and any conditions stipulated on an order form or elsewhere by the Advertiser shall be void insofar as they are inconsistent with these Conditions.
- 25.** Return of the acknowledgement copy or letter, fax or other electronic mail, or provision of copy by the Advertiser shall be deemed acceptance of the order and the conditions contained herein.
- 26.** For the avoidance of doubt it is specifically hereby provided that the provisions of the Contracts (Rights of Third Parties) Act 1999 and any subordinate legislation made there under shall not apply.
- 27.** All matters affecting the placing of the Advertisement and the Conditions shall be subject to the Laws of England and to the jurisdiction of the English Courts.