

## CONDITIONS OF ACCEPTANCE

Orders for insertion in any publications of Cambridge Newspapers Ltd (hereafter referred to as CNL) are accepted subject to:

- Compliance with current legislation.
- Confirming to the provisions of the British Code of Advertising Practice and CNL conditions of acceptance as listed below. Where there is conflict the CNL conditions override the British Code of Advertising Practice Provisions.

### 1. LIABILITY

CNL as a publisher, hereby excludes itself, its employees and/or agents from:

- All and any liability for loss or damage caused by any error or inaccuracy or omission, whether the result of negligence or other cause, in printing and/or publications of any advertisement.
- All and any liability for loss or damage to advertisers' artwork/photos, supplied for the purpose of printing in an advertisement, whether the loss or damage results from negligence or otherwise.

Other conditions applying to all orders placed are:

- No repeat, refund or adjustment will be made where in the opinion of CNL the error, misprint or omission does not materially detract from the advertisement. In no circumstances shall the CNL total liability exceed the price of the advertisement or the cost of a corrected advertisement.
- Time shall not be of the essence in respect of any advertisement. This condition may only be varied by written confirmation signed by a Director of CNL and such confirmation shall relate only to a specified advertisement and date of publication and no other.
- It is the responsibility of advertisers to check that their advertisement is correct and any errors found should be immediately notified to CNL. CNL will accept no claims in respect of errors in advertisements after the first insertion has been published, and in the case of a series of separate bookings utilising the same copy after the initial publication of the advertisement.
- Any copy supplied electronically must be in the formats specified in the CNL Guidelines for the transfer of electronic copy, details on request.
- All other complaints, queries or claims must be raised with CNL within one week of publication.

### 2. COPYRIGHTS AND PERMISSIONS - WARNING

All printed matter appearing in CNL publications carries a copyright. No part may be reproduced, copied or published by any means whatsoever without the written consent of CNL. The placing of an order by an advertiser, or an advertising agency on behalf of a client, constitutes a warranty that all necessary authority and permissions have been obtained in respect of the copy, fonts, artwork or photographs, in whatever format supplied, for use in an advertisement. The customer is to indemnify CNL in respect of all actions, proceedings, costs, claims and demands arising from any breach of this condition. Where CNL provides artwork and design facilities to advertisers in order to produce copy for advertisements then CNL will retain the copyrights to these designs and layouts unless a specific artwork service charge is rendered in addition to the cost of the advertisement space.

### 3. RIGHT TO AMEND OR OMIT

CNL reserves the right to amend or omit any advertisement without prior notice to the advertiser. Advertisers must so word their advertisement to comply in all respects with all the requirements of the Business Advertisements (Disclosure) Order 1977 and the Trade Descriptions Act 1968. CNL reserves the right to amend or omit colour artwork supplied if it fails to meet the CNL colour policy currently in force.

### 4. ADVERTISING CHARGES

The advertisement rates shown are subject to immediate revision at any time and orders are accepted on condition that the price is binding in respect of the next issue to go to press. In the event of rate increases the advertiser or agent will have the option to cancel or continue the order at the revised advertisement rate. The right is reserved to make charges where extra production work in colour copy is involved.

### 5. BOX NUMBERS

These must be replied to in writing. No addresses or information of any kind will be given by our staff. Whilst every endeavour will be made to forward replies, we accept no liability in respect of any loss or damage alleged to arise from any delay or non-delivery, however caused.

### 6. PAYMENTS

Payment must be made in advance, except where credit facilities have been granted by CNL. Where credit facilities are offered the payment terms are subject to the rules currently in force. The existence of a query on any individual item in an account shall not affect the due date for payment of the balance of the account.

### 7. CANCELLATIONS

CNL reserves the right to charge for advertisements unless the conditions below are followed:

- Notice of cancellation or postponement in Display Advertisements must be given in writing one week prior to copy deadline.
- Notice of cancellation or postponement of Classified Advertisements is required 24 hours prior to copy deadline.
- No claims will be accepted regarding cancellations unless a stop number is quoted.

### SPECIAL CONDITIONS FOR PRIVATE ADVERTISERS' CANCELLATIONS.

These are: Private advertisements, once accepted, cannot be cancelled before the first insertion. In the case of a series booking the advertisement may be cancelled after the first insertion, but no refund will be given for the remaining week or weeks.

### 8. VAT

All charges rendered by CNL to advertisers are subject to the addition of VAT according to current regulations and rates.

### 9. ELECTRONIC COMMUNICATIONS

Receipt by CNL or a fax, e-mail or other electronic communication shall not be nor deemed to be in acceptance of any advertisement or order in whole or in part.

### 10. ACCEPTANCE OF THESE CONDITIONS

The placing of an order, whether verbal or written, for the insertion shall be deemed to be an acceptance of the above conditions. Any conditions stipulated on any agency's order form or elsewhere shall be void in so far as they are in conflict with our conditions.

*NB: For service and training purposes telephone calls to any CNL telephone sales departments may be recorded.*