



## Terms and Conditions of Business

In these conditions the term 'ADVERTISER' means the party who books the space, buys any service provided by IML products, is the principal in the contract and/or is responsible for payment.

1. These conditions shall apply to all advertisements and any other paid for promotional method or service accepted for publication in any and all of IML's print, electronic and virtual titles. Specific terms and conditions of business governing IML events and marketing services are set out below. Any other condition proposed by the ADVERTISER or his agents or any other party, shall be void unless specifically accepted by the PUBLISHER in writing.
2. All business is accepted subject to the PUBLISHER's approval of the copy, content and method of transmission.
3. The ADVERTISER warrants that the advertisement does not contravene any Act of Parliament nor is it in any way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice.
4. The ADVERTISER will indemnify the PUBLISHER against any damage and/or loss and/or expense, which the PUBLISHER may incur as direct or indirect consequence of the ADVERTISER'S announcement.
5. The PUBLISHER reserves the right to refuse, amend, withdraw or otherwise deal with all advertisements submitted to him at his absolute discretion and without explanation.
6. The PUBLISHER will not be liable for any loss or damage consequential to or otherwise occasioned by error, late publication or the failure of an advertisement to appear from any cause whatsoever.
7. Every care is taken to avoid mistakes but the PUBLISHER cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions.
8. Series discounts apply only to orders placed in advance and completed within one year of date of first insertion. If the ADVERTISER cancels the balance of a contract all unearned series discounts will be surcharged. The PUBLISHER reserves the right to surcharge in the event of insertions not being completed within the contractual period.
9. In no circumstance does the placing of an order confer the right to renew on similar terms.
10. The PUBLISHER cannot accept stop orders, cancellation or transfers unless they are received not less than 6 weeks before the date of insertion.
11. Where the ADVERTISER has undertaken to supply inserts, the PUBLISHER reserves the right to charge the contracted rate if they fail to arrive at the agreed time and place for insertion.
12. The PUBLISHER may stipulate special charges and conditions for split runs, regional inserts and other special requirements. Regional inserts are accepted on the understanding that there is no guarantee that the insert will not appear in some copies outside the areas specified.
13. Any insert carried which is heavier than the weight agreed between the ADVERTISER and the PUBLISHER and shown on the order acknowledgement will be surcharged pro rata to the weight increase.
13. Postal and email distribution lists are rented for one time use only. Misuse of date will incur the surcharge current at the time of misuse.
14. The PUBLISHER is not responsible for any additional costs incurred by the ADVERTISER as a result of list quantity variation.

### PaymentTerms

15. Agency commission is payable at the discretion of the PUBLISHER, to PPA recognised agencies, who meet the PUBLISHER's terms and conditions of business
16. Credit accounts are strictly net and are due for payment 30 days after the invoice date.
17. Failure to pay accounts in accordance with our terms and conditions will incur the following penalties:-
  - a) 5% surcharge on the invoice amount net of VAT, where the sum owing has not been paid by the due date.
  - b) A further 5% surcharge (a total of 10% of the net invoice total) if the debt remains unpaid 30 days after the due date.
  - c) The ending of credit facilities and the application of statutory interest to the sum outstanding including surcharges, from the payment due date until the debt is paid in full.

- d) The withdrawal of all business booked into future months of IML products. Where the principal is an agency booking business on behalf of their client, IML reserves the right to approach the client directly to negotiate the re-booking of that business.
- e) Any company having credit facilities withdrawn by the PUBLISHER must pay all outstanding debts and pre-pay future advertising until such time as the PUBLISHER is satisfied the company can meet payment terms.

Any other condition proposed by the ADVERTISER or his agents or any other party, shall be void unless specifically accepted by the PUBLISHER in writing.