

ElectroLink

Advertising and Publishing Agreement

Terms and Conditions

All advertisements and any other contributed work/material is submitted and published by Alpha Publishing Ltd (the Publisher) strictly on the basis that the Advertiser/contributor accepts the following terms and conditions:

1. This agreement constitutes the entire agreement between the Advertiser/contributor and the Publisher and supercedes all prior representations, agreements, statements and understandings, whether verbal or in writing.
2. The Publisher reserves the right to restrict the size of the magazine and the amount of advertising contained therein.
3. The Publisher reserves the right to refuse or omit publication of any advertisement or material deemed unsuitable for publication.
4. Casual displacement, rejection or omission of an advertisement, or publishing delay does not invalidate the agreement.
5. Material supplied digitally must be supplied in accordance with the Digital Specifications and Conditions of the Publisher and is accepted and published entirely at the risk of the Advertiser.
6. No liability is accepted by the Publisher for errors or omissions in any published material. Any work required to output it for use in ElectroLink is at the expense of the Advertiser/contributor.
7. All advertising material shall be delivered to the Publisher without expense to the Publisher. The Advertiser and/or its agent shall be liable for any expense incurred by the publisher endeavouring to secure advertising material subject to this agreement after the Advertising Deadline.
8. In the event of material not being supplied to the Publisher by the Advertising Deadline, the Publisher reserves the right to repeat the last used advertisement or compose substitute copy at its discretion and charge the agreed rate, plus production costs.
9. Production costs incurred by the Publisher as a result of any design, construction and layout request by the Advertiser shall be paid for by the Advertiser. The Publisher retains copyright on all material, advertisements, articles, information, images and design created by the Publisher.

INDEMNITY

1. The Advertiser/contributor warrants that the publication of any and all material (editorial and advertising) it submits to the Publisher will not infringe any right of any third party, that the material is true and correct and its use will not be misleading or deceptive, or likely to mislead or deceive.
2. The Advertiser/contributor indemnifies the Publisher for any costs (including legal costs), loss or damage to the Publisher which may result from the publication of material at the request of the advertiser/contributor.
3. An Advertiser booking advertising through an agent is jointly and severally liable to the Publisher for the payment of accounts for services provided to the agent on the advertiser's behalf.
4. Any advertiser liability is unaffected by the sale, transfer or termination of the business of the advertiser or by any change in the ownership thereof.

CANCELLATION

1. Any advertising booked may be cancelled unless specifically stated otherwise in the agreement.
2. Cancellations for any one issue must be in writing and will not be accepted for the magazine in production. The production period commences at 5.00pm on the mailing day of the previous magazine.
3. Cancellation of advertising cancels discounts on all advertising run in the 12-month period preceding the date of the cancellation. Where space falls below the volume stipulated in the agreement, the rate on completed advertising will be surcharged at the casual rate.

PAYMENT

1. Payment shall be made in full for all advertising run in any issue by the due date of 20th of the month following the date of invoicing for that issue. Advertising booked for more than one issue falls due as it is run.
2. Advertising not paid for by the due date will be liable for forfeiture of any discount or bonus awarded and the re-invoicing of advertising at the casual rate.
3. The advertiser is liable for collection fees, late payment charges and all costs of debt recovery.

DISPUTE

1. Any complaints must be received in writing no later than 10 days from the mailing date of the relevant issue of the magazine.