TERMS AND CONDITIONS

1. In these conditions

1.1 "The Publisher" means TRMG Ltd or their clients

1.2 "Advertisement" means any kind of promotional material that is printed or to be printed as part of one or more of the magazines or programmes published by one or other of the publishers on the page or inserted.

1.3 "The Buyer" means the person placing the order with the publisher for the Publication of the advertisement or for any other goods or services offered by the publisher.

1.4 "The Advertiser" means any person who promotes products or services to the general public or a sector of the public, whether such person is the buyer or not.

1.5 "The Rate Card" means the rate card from time to time in force which is used by the particular Publisher and as such may include (amongst other things) the particular Publisher's scale of advertisement rates and also technical specifications relating to the standard and quality of reproduction of the Advertisement including its setting style and wording.

1.6 "Working Days" means 9.30am to 5.30pm any day Monday to Friday inclusive other than Christmas Day, Good Friday, bank and other public holidays.

1.7 "Copy Deadline" means the latest date by which the buyer is obliged to give the Publisher full instructions and copy for carrying out the Buyer's order.

1.8 Where the context so admits, words importing the one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

2. The Buyer warrants to the Publisher that

2.1 The Buyer contracts with the Publisher as principal notwithstanding that the buyer may be acting directly or indirectly for the Advertiser or in any other representative capacity.

2.2 In the case of the Buyer changing name, trading style, identity or any other details disclosed in the Account Application form the Buyer will give written notice to the Publisher within 5 working days thereof and complete a further Account Application Form with those new details.

2.3 All colour and mono copy will be delivered to the publisher at least 7 working days prior to the copy deadline.

2.4 A Mail Order Advertiser's Undertaking will be completed and signed by all the persons who are bound to do so.

2.5 The publication of the Advertisement by the Publisher in the form originally submitted by the buyer (or as amended pursuant to condition 3 below) will not breach any contract with a third party or infringe any copyright, trademark or other proprietary right of any third party or render the publisher liable to any proceedings, claims, demands, costs or expenses or any other loss whatsoever.

2.6 In the case of any Advertisement submitted for publication by the buyer which contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person and any material by which any living person may be identified, then the Buyer of the advertisement has obtained the authority of that living person to make use of his name, identity, representation and/or copy.

2.7 In the case of any Advertisement seeking financial investment or offering incentives for financial investment that the advertiser is an authorised person within the meaning of the Financial Services Act 1986 or the contents of the Advertisement is otherwise permitted under that Act.

2.8 The Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rule of statutorily recognised regulatory authorities and the law of the European Economic Community for the time being in force or applicable to the United Kingdom; and

2.9 All Advertising copy submitted to the Publisher is legal, decent and truthful, and complies with the British Code of Advertising Practise and all other relevant codes under the general supervision of the Advertising Standards Authority.

2.10 All instructions, artwork or other material relating to the advertisement submitted to the Publisher by electronic means is year 2000 compliant and not corrupted.

2.11 The Buyer has retained sufficient quantity and quality of any artwork, film or other materials and copy relating to the Advertisement to the intent that the Publisher shall not be liable for the loss of any of these items.

3. Notwithstanding Condition 2 above the Publisher shall be entitled to require the Buyer to amend any artwork, materials and copy for and relating to an Advertisement, or refuse (without notice) to publish any Advertisement for the purpose of

3.1 Complying with the legal or moral obligations placed on the Publisher or the Buyer or the Advertiser or

3.2 Avoiding the infringement of the rights of any third party or the British Code of Advertising Practise and all relevant codes under the general supervision of the Advertising Standards Authority.

4. Payment for any Advertisement or any other goods or services is due in advance of publication unless the Publisher has previously agreed to open a credit account for the buyer; and

4.1 Where a credit account is opened then payment of the account shall become due 30 days after the date of the Publisher's invoice and the Buyer will ensure that repayment is received by the Publisher no later this due date.

4.2 All rate and charges payable under this contract are subject to and exclusive of Value Added Tax at the rate from time to time in force.

5. If the Buyer

5.1 Fails to pay the Publisher's invoice in accordance with condition 4 above, or

5.2 Is in breach of any obligation under this contract then the Publisher shall be entitled to terminate this contract immediately (without prejudice to any remedy available to the Publisher for any antecedent breach) and in any such event the outstanding balance owed by the Buyer shall become due and payable immediately; and

5.3 The Publisher shall be entitled to

5.3.1 Charge interest on the outstanding balance at the rate 18% per annum from the date that the invoice became due for payment until the date that it is paid in full (whether before or after Judgement)

5.3.2 Charge an administration fee of £25 if any cheque drawn in its favour by the buyer in purported satisfaction of any unpaid invoice is dishonoured on presentation.

5.3.3 Instruct a debt collection agency (apart from solicitors) to recover any sum due and in that case all charges incurred by the Publisher as a result of such instruction shall be payable by the Buyer in any event.

6. The Publisher shall be entitled to withdraw, or adjust at its discretion, any discount given to the Buyer for the publication or intended publication of a series of Advertisements if the series is not completed because of any stop order or cancellation by the Buyer or by the Publisher.

7. All advertisement material originated by the Publisher remains the Publishers copyright.

8. The Publisher reserves the right at its discretion and without notice to the buyer

8.1 To decline to publish or omit, alter, suspend or change the position of any Advertisement otherwise accepted for insertion.
8.2 To charge the Buyer for any extra production and colour processing costs because of any omission by the Buyer to supply artwork, film, copy or other materials of sufficient quality.
8.3 To destroy all artwork, film, copy or other materials which have been in its possession for more than 6 months from the date of their last use by the Publisher unless written instructions have been received from the buyer to the contrary.
8.4 To change its scale of advertisement rate at any time.
8.5 To change any matters shown on its Rate card

9. With regard to the actual or intended insertion of an Advertisement in any Publication the Publisher shall not be responsible to the buyer for

9.1 Checking the correctness of the advertisement in the form it is received from the Buyer.
9.2 Any error in the Advertisement in the form it is received from the Buyer .
9.3 The wording or quality of colour or mono reproduction of the Advertisement.
9.4 The actual positioning of the Advertisement or non-inclusion in the Publication.
9.5 The repetition of any error in an Advertisement ordered for more than one insertion.
9.6 The distribution of the Publication in a specific geographical area
9.7 Any order given by the Buyer in the nature of a stop order or cancellation or transfer of the Advertisement unless it is given to the publisher in writing at least 14 working days before the copy deadline.
9.8 Any loss whatsoever caused by any delay or failure by the Publisher to issue the publication on the due date, or the Publisher's decision to suspend the publication or cease the publication altogether.
9.9 The payment of any damages or other compensation for breach of contract because of the Publisher's failure to perform any of its obligations under this contract if such failure is caused by anything beyond the Publishers reasonable control (that is to say as a result of force *majeure*) including terrorism, strikes, lock-outs or other industrial actions or trade disputes, whether involving the Publisher's employees or those of any third party.
9.10 Any loss whatsoever caused as consequence of any instructions, artwork, or any other material relating to the advertisement being submitted by the Buyer in electronic form that is not year 2000 compliant.
9.11 Any other matter of complaint, claim or query (whether in relation to the advertisement or the invoice) unless raised with the Publisher in writing within 5 working days following the insertion of the Advertisement, or of the date on which it is claimed the Advertisement was intended to appear, or the receipt by the Buyer of the invoice giving rise to it.

10. Subject to condition 9 above, if an advertisement contains an error caused by the Publisher then provided the buyer gives written notice to the Publisher of the error in the Advertisement.

10.1 Within 5 working days of its publication in the case of a single order; or
10.2 Before the Copy Deadline for its next insertion in the case of a series order.

the Publisher will at its discretion give the buyer credit for the cost of the advertisement containing the error of Publishing the Advertisement or a second time without charge (if appropriate) and to that extent such concession shall be the Publisher's maximum liability.

11. The Publisher shall be entitled (without prejudice to any other remedy available) to treat this contract as repudiated if the Buyer

11.1 Being an individual dies or makes any voluntary arrangement with his creditors or his estate becomes subject to an administration order or he become bankrupt.
11.2 Being a company has a receiver appointed to manage its assets or it enters into liquidation (other than for the purpose of amalgamation or reconstruction).
11.3 Allows an encumbrance to take possession of any of its property or assets.
11.4 Ceases or threatens to cease to carry on business

12. The Buyer shall indemnify and keep indemnified the Publisher against all proceedings claims demands, damages, costs, expenses or any other loss whatsoever arising directly or reasonably foreseeable as a result of the publication of the Advertisement or any breach of the Buyer's obligations under these conditions implied by law.

13. The placing of an order for the insertion of an Advertisement shall amount to an acceptance of these Conditions; and

13.1 Any stipulations contained in an order given by the Buyer shall be void and of no effect insofar as such stipulations are inconsistent with these conditions.

14. This contract shall be governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the English court.