



# TRADE

## FAX MARKETING TERMS OF BUSINESS

New Horizons (We, Us) is a trading name of New Horizons Advertising Agency Ltd of 16 Macon Court, Herald Drive, Crewe, Cheshire CW1 6EA. These Terms set out the basis on which you (the Client) use our advertising agency services for third party media purchases from (the Supplier).

By using our services it is implied that you agree to be bound by these Terms. If you do not agree to these Terms, you should not use our services. New Horizons reserves the right to alter these Terms from time to time without notice and each time you use our services the Terms which prevail are those which are posted on our website at www.newhorizons.co.uk/pdf/fax-terms.pdf. A printout of the current Terms are available on request at any time.

In considering the context in which the following terms of business apply, it should be remembered that New Horizons acts as the Client's agent and that therefore the terms and conditions of the third party Supplier apply also. In our capacity as Agent we act as an intermediary and we will relay the Client's instructions to the Supplier and in turn the Supplier's response to the client.

If any of these Terms shall be judged by a court or administrative authority of competent jurisdiction to be invalid or unenforceable, then that provision shall be severed and it shall not affect the remaining provisions which shall remain in full force and effect.

### TRANSMISSION TIME/DATE AND REPRODUCTION

While every endeavour will be made to meet the wishes of clients, New Horizons cannot guarantee that any transmission will take place on a specified date at a specified time. If not, transmission will take place at the next available time-slot or, if specified by the client in advance a future insert date will be arranged or payment refunded, less any design and booking fees as appropriate. No liability is accepted for any alleged consequences of failed or late transmissions.

The appearance of the transmitted document will vary depending on the equipment used by the recipient and the resolution of the transmission. Unless expressly stated otherwise and confirmed in writing, documents are transmitted at normal fax resolution (200x100 dpi). Clarity of greyscales and halftones cannot be guaranteed and it is the responsibility of the customer to ensure that their document is suitable for faxing, in as much as the text is adequately legible and any images are suitably optimised.

Transmission Summary Reports must be requested with order since server log files are deleted 24 hours to 7 days after transmission. Full transmission reports showing numbers faxed (less trailing digits) are also available at extra cost and as with the summary reports must be requested at the time of ordering.

### 5. COMPLAINTS AND THE FAX PREFERENCE SERVICE

Current OFTEL legislation dictates that companies who make unsolicited fax broadcasts must screen all numbers used against the latest suppression list which is maintained by the FPS, and that they must acquire the latest list at least every 28 days. All of our Suppliers are FPS registered companies who use screened and cleaned data for which a rental fee is incorporated into the price quoted. Complaints both written and verbal are par for the course with fax broadcasting from ungrateful or inappropriate recipients and it is the customer's responsibility to provide whatever resources are necessary to deal with complaints regarding their document. We recommend that a list is made of the fax numbers of all complaints which is then forwarded to New Horizons for suppression from future broadcasts of your document. No liability will be entertained for complaints of any type whatsoever regardless of their nature or persistence or volume, including complaints from people who claim to be registered with the FPS. Due to the 28-day time-lag between a recipient registering with the FPS and actually being screened and the inherent unreliability of the FPS process itself, a proportion of your complaints will probably say they are FPS registered and should not have received your document in the first place. We advise that these people's fax numbers are recorded and then they are quickly referred directly to the FPS if they appear to have a problem with their registration. The telephone number of the FPS is 0845 070 0702.

### LIABILITY FOR ERRORS

In the event of any error, misprint or omission in your document or any

part thereof, no re-transmission, refund or adjustment will be made where the error, misprint or omission does not materially detract from the content and in no circumstances shall the total liability for any error, misprint or omission exceed the amount of the full refund of any price paid for the transmission in connection with which liability arose or the cost of a further or corrective transmission of a type and standard reasonably comparable to that in connection with which liability arose. Please note it is the responsibility of the Client to check the transmission document and in the case of a series booking any problems should be pointed out with the first transmission since liability for errors is limited to one transmission only.

If the Supplier has introduced the error, misprint or omission: as your agent we will request that the Supplier make amends by either re-sending the document or relevant part of the document as the case may be or make a reasonable refund of or adjustment to the cost. We regard the Supplier's decision as final but if the Client is not satisfied with the Supplier's decision they may take the matter up with the Supplier directly or request that we take matters further with the Supplier: the time taken relating to this will be charged at our standard agency rate.

If We have introduced the error, misprint or omission: We will make amends by either re-sending the document or relevant part of the document as the case may be or make a reasonable refund of or adjustment to the cost at our discretion. In the event that the Client has approved a proof copy of the document prior to publication, no liability is accepted for any errors which are present in the proof. In no circumstances shall the total liability for any error, misprint or omission exceed the amount of the full refund of any price paid for the transmission in connection with which liability arose or the cost of a further or corrective transmission of a type and standard reasonably comparable to that in connection with which liability arose.

### COMPLIANCE

Your advertisement must comply with standard ASA CAP Code: i.e. in short it must be legal, decent, honest and truthful. It must also comply with the requirements of any other current legislation which may be applicable in the country or jurisdiction where the transmission appears and any specific additional requirements of the Supplier concerned. The Supplier may in accordance with its own terms make any alteration it considers necessary or desirable in the document and to require copy to be amended to meet its approval. It should be noted that this may occur after the client has approved a proof of copy to ourselves which we have subsequently submitted to the Supplier. In the event that we have provided copy or otherwise created or contributed towards the content or design of the document, our inputs are suggestions only and it is still the responsibility of the Client to ensure that such inputs from ourselves comply with all relevant laws and legislations which apply.

### LIABILITY FOR CLAIMS AGAINST THE CLIENT

The client agrees to indemnify New Horizons in respect of all costs, damages, or other charges as the result of any legal actions or other losses arising from the transmission of any one or more documents in accordance with the instructions supplied by the Client. In the event of a problem arising resulting from the content of one or more of the Client's advertisements, or the inability of the Client to fulfil the obligations advertised, we remind parties concerned that we act only as agents for the Client and accept no role in dispute resolution and ultimately we reserve the right to withdraw our services as intermediary such that it will be as if the client had booked the transmission in person directly with the Supplier.

### VERBAL ORDERS

Orders may be confirmed on a verbal-only basis. All prices quoted are subject to VAT. Calls may be monitored or recorded for verification.

### CANCELLATIONS

Once a transmission is booked it may only be cancelled if we receive your request at least one full working day before the Supplier's own cancellation deadline. In the event of cancellation any charges for artwork or any other items are not refundable and an additional charge will be made for the time spent carrying out your instructions. If the cancellation should fail and the Supplier insists on payment then the transmission must be paid for in full.

### PAYMENT TERMS

Our "payment with order" terms help us to maintain the lowest rates by minimising resources spent chasing late payments. Therefore unless stated otherwise, we require cleared funds before we can place your order. A seven-day invoice may be issued under certain circumstances, for example if we have your card details on file as security and your written authority to charge payment to that card if your payment has not arrived within those seven days.

If you represent a limited company with a recognised credit rating we may offer a credit limit in accordance with the recommendations of a credit reference agency providing this is supported by written personal guarantees from the directors of the company concerned. The cost of the credit reference application (currently £15+vat) is payable by the Client regardless whether the application is successful or not.

### EXTENDED PAYMENT TERMS

Longer payment terms are possible if the Client forwards to us a financial Bond equal to the maximum spending limit required by the Client. The Bond is held by ourselves and returned immediately upon request or at the end of your advertising series or campaign.

### CARD PAYMENTS

A Service Charge of 3% is added to the invoice amount when a credit card is debited. This is to cover the costs levied on us by the Client's credit card provider. To avoid this charge please use a Debit card, bank transfer or send a cheque allowing 7 days clearance time.

If you wish to book near a deadline (with no time to pay by cheque) and avoid the service charge, you may give your card number as confirmation of order and tell our representative that you will be forwarding a cheque immediately. We will then wait for your cheque to arrive and not debit your card account. Please note that if your cheque does not arrive within 7 days your card account will be charged with the amount of the invoice, including your Service Charge.

### LATE PAYMENTS

CHASING LATE PAYMENTS IS UNPLEASANT WORK WHICH COSTS US TIME AND MONEY. Therefore our ability to provide a good service relies on being paid promptly. Orders are accepted on the understanding that, except in the event of a genuine dispute, if for ANY REASON payment is more than two weeks overdue, a 10% or £30 (whichever is greater) finance charge will be added and any discount from the Supplier's ratecard will be withdrawn. Customers are advised to use Recorded Delivery for postal payments, or call to confirm receipt. We reserve the right to make reasonable charges for correspondence, telephone calls and administration time relating to overdue accounts. Dishonoured cheques will incur an additional charge of £30.

Please help us by settling your account in accordance with the Terms stated on your invoice.

### CREDIT

It is a company policy not to expose ourselves to financial risk. We do not give unsecured credit. Please do not ask since refusal often offends. If you require credit you will have to pay more for your advertising elsewhere, sorry.

### STANDARD AGENCY RATE

At the time of writing our standard agency rate is £30+vat per hour subject to a minimum charge of £15+vat to cover up to the first half hour, thereafter in 10 minute increments of £5.

I AGREE TO BE BOUND BY THE ABOVE TERMS OF BUSINESS. I ACCEPT THAT THESE TERMS ARE SUBJECT TO CHANGE AND THOSE WHICH APPLY ARE THOSE WHICH ARE PUBLISHED ON THE NH WEBSITE AT THE TIME I PLACE EACH ORDER IN THE FUTURE:

SIGNED ..... DATE .....