



TRADE

PRESS ADVERTISING 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 (New Horizons) advertising agency services for third party media (the Publication).

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/press/terms. A printout of the current Terms are available on request at any time.

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

INSERTION

While every endeavour will be made to meet the wishes of clients, New Horizons cannot guarantee that any advertisement will actually appear on a specified date. If not, a future insert date will be arranged or payment refunded, less any design fees or booking fees as appropriate. No liability is accepted for any consequential losses due to any errors or omissions.

CHANGES TO ADVERTISING COPY

A minimum of seven working days is required to implement changes to copy between receiving instructions and a Publication's booking deadline. No liability will be accepted for consequences of failed copy changes within that time or in any event when the difference between the old and new copy does not materially affect the content of the advertisement.

POSITION

We will ask for good position on your behalf but exact page position within the section cannot be specified (some publications do allow premium position at additional cost). Our representatives cannot and will not guarantee any particular page position.

REPRODUCTION

The appearance and size of the advertisement may be different on the printed page when re-typeset or reproduced in the publication. Small ads booked late which are not re-typeset by the publication may be transmitted by enlarged fax which may sometimes be discernable on the printed page. Accuracy of colours and greyscales is not guaranteed and may vary between publications. If you require proof of insert it must be requested with your order. We will then request it for you when booking your ad but if it is not forthcoming we may make additional charges to chase it up at our standard agency rate*.

ARTWORK/DESIGN AND BOOKING FEES

Artwork and design is charged at our standard agency rate. The design itself remains copyright property of New Horizons and may not be reproduced without written permission which will normally involve a release fee. Booking fees are charged at standard agency rate for small or complex bookings or otherwise when necessary to cover costs, for example in the event of additional work required following up a problem with a publication which is not the fault of NH.

DIGITAL ARTWORK DELIVERY

The cost of delivery of your advertisement copy to the publication is normally included in the price charged for Artwork. Additional charges made for digital artwork delivery are £20+vat via ISDN, and £40+vat via ADS. Some publications accept ADS format only.

COLOUR

Some publications impose an extra charge when a colour ad is submitted (a colour charge). This is not included in the cost of the advertisement and the client is responsible for any such colour charges incurred.

LIABILITY FOR ERRORS

In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement, no re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement. Any concession or refund offered will be in accordance with the severity of the error and how much in the publisher's opinion it is likely in to have affected your response. 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 advertisement in connection with which liability arose or the cost of a further or corrective advertisement 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 advertisement has appeared satisfactorily and in the case of a series booking any problems should be pointed out with the first insert since liability for errors is limited to one appearance of the advertisement only.

If the publisher has introduced the error, misprint or omission: as your agent we will request that the publisher make amends by either re-inserting the advertisement or relevant part of the advertisement as the case may be or make a reasonable refund of or adjustment to the cost. We regard the publisher's decision as final but if the Client is not satisfied with the publisher's decision they may take the matter up with the publication directly or request that we take matters further with the publication: 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-inserting the advertisement or relevant part of the advertisement as the case may be or make a reasonable refund of or adjustment to the cost at our discretion in accordance with the severity of the error and how much in our opinion it is likely to have affected the response. In the event that the Client has approved a proof copy of the advertisement 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 advertisement in connection with which liability arose or the cost of a further or corrective advertisement 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 advertisement appears and any specific additional requirements of the publication concerned. The publication may in accordance with its own terms make any alteration it considers necessary or desirable in an advertisement and to require blocks or copy to be amended to meet its approval. It should be noted that this may occur after the client has approved a proof of advertising copy to ourselves which we have subsequently submitted to the publication. In the event that we have provided copy of otherwise created or contributed towards the content or design of the advertisement, 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 advertiser 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 publication of any one or more advertisements published in accordance with the copy instruction 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 it will be as if the client had booked the advertisement in person directly with the publication

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 advertising is booked it may only be cancelled if we receive your request at least one full working day before the

publication'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 publisher insists on payment then the advertising must be paid for in full.

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.

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 book any advertising. 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, less any outstanding balance.

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. Advertising is booked 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 publication'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 occurs. 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