Terms and Conditions: Advertising with South Devon Magazines

The placing of an order, verbally or in writing or email, with any of our publications will be deemed to be an acceptance of these terms and conditions by the Advertiser:

- I. Your company must provide products or services to the residents and businesses of the area served by our magazines.
- 2. We gratefully acknowledge the support of businesses whose advertisements appear in our magazines, and whilst every care is taken to ensure accuracy, the publishers cannot accept responsibility for loss, damage or omission caused by any error in the printing of an advertisement or other information.
- 3. Advertisements are accepted on the understanding that descriptions of goods and services are fair and accurate. The publishers cannot accept responsibility for views expressed by contributors, or for the accuracy of claims made by advertisers.
- 4. Copy for your advertisement should be sent to us before the copy deadline (details of the relevant publication dates are available on request or on our ratecard). If you have requested that your advertisement/ editorial be written/designed by us, it is your responsibility to ensure that you give us the correct information about your business. We reserve the right to charge for any design work undertaken on your behalf where appropriate and where previously indicated to you.

Any cancellations of advertisements must be communicated to us 7 days ahead of the copy deadline or you may be charged for the space. Adjustments will be charged for any series discounts that have been offered but no longer appropriate. It is the responsibility of the advertiser to communicate to us any changes to copy or design of their advertisement by the copy deadline. The advertiser must also send all copy and artwork to us by the due date or we will either use any copy of yours that we hold on le or will charge for the blank space.

- 5. Advertisements submitted to us should be in at least one of the following formats: High res PDF, JPEG, EPS or TIFF. All artwork should be of a minimum of 300 DPI. We are unable to accept adverts produced in Microsoft Publisher. Copy should be submitted by email to: copy@southdevonmagazines.co.uk
- 6. We take no responsibility for the content of your advertisement. It is your responsibility to ensure that your advertisement is legal and copyright free. We cannot accept advertisements which you do not have permission to copy, e.g. for a Yellow Pages advertisement.
- 7. If you wish to use an advertisement designed by us in another publication you will be required to seek permission from us for its use. We may charge for this.
- 8. We reserve the right to refuse advertisements, which may be defamatory or offensive or which promote products that may be considered indecent.
- 9. We can make no guarantees that your advertisement will be successful; therefore we are unable to offer you a refund if you receive no response. The cost of your advertisement covers the cost of printing.
- 10. When you book your advertisement, you are agreeing to pay the current advertisement price by the due date. The due date is as stated on your invoice. Advertising prices may change without prior warning. In cases of overdue accounts, we will exercise our statutory rights under the Late Payment of Commercial Debts (Interest) Act 1998. In this respect, interest at the rate of 2 per cent above base rate per 14-day period will be added, compounded in each 14-day period on any outstanding balance from the date of receipt of payment in full. Also, please be advised that, in accordance with the European Directive 2000/35/EC, a debt recovery fee of £40 will be charged.
- 11. Our advertising prices quoted to you are exclusive of the current rate of VAT unless expressly indicated otherwise.
- 12. Distribution of each magazine takes up to one week to complete (often sooner) and starts around the published issue date.
- 13. We will collect and retain basic information about your business including contact details which we need to be able to process your order. We will also use such information to keep you up to date with news and offers about our publications. We may use part of this information to help promote your business in our Directories of Local Businesses on our websites or printed directories. If you do not wish to be promoted in this way, please inform us immediately. We will not share such information with third parties unless complied by law to do so. A copy of our Privacy Policy is available at www.bythedart.co.uk/privacy-policy

