

# FIRST CAR

## TERMS AND CONDITIONS OF ACCEPTANCE OF ADVERTISING

**First Car Limited**  
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Sandwich  
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All orders for the insertion of Advertisements in Firstcar Ltd (the Company) publications (in all formats and media) are accepted subject to the conditions appearing below. If any of these conditions are unclear or if he has any query, or wishes to discuss any variation to these conditions to take account of his particular circumstances, the buyer is advised to seek clarification from the advertising manager of the relevant publication.

### **1. Ordering**

1.1 In placing an Advertisement order the Buyer offers to contract with the company as principal even where the Buyer is not himself the Advertiser. Where copy or other instructions not constituting an official order are issued, they must clearly be marked at the head "Copy instructions - Not an Order".

1.2 All orders for the placing of an Advertisement shall be subject to these conditions, and unless and to the extent otherwise agreed by the Company in writing any other condition stipulated by the Buyer's order form or elsewhere, shall be of no effect if and to the extent it conflicts with these conditions.

### **2. Buyer's Warranties and Indemnity**

2.1 The Buyer warrants to the Company that:

(1) The Advertisement does not contravene any Act of Parliament (including, in the case of any investment advertisement, the Finance Services Act 1986), law of the European Community, rule of statutorily recognised regulatory authority or any other relevant legislation;

(2) The reproduction and/or publication (in whatever format and or medium) by the Company of the Advertisement (whether or not amended in accordance with Condition 3.5) will not in any way infringe any other party's personal or proprietary rights or breach any contract or otherwise expose the Company to the risk of any proceedings whatsoever;

(3) The Advertisement is legal, decent, honest and truthful and does not infringe the British Code of Advertising Practice or any other relevant Advertising Standards Authority code.

(3) Where it is acting as an advertising agency or media buyer the Buyer is authorised to place the Advertisement; and

(4) Where the Advertisement concerns mail order goods the Advertiser will comply

with all the requirements of the Mail Order Protection Scheme.

2.2 The Buyer agrees to indemnify the Company against any and all actions, proceedings, claims, demands, damages and costs (including legal costs on a full indemnity basis) and any other liability arising directly or indirectly from breach by the Buyer of any of the Buyer's warranties or of any other obligation of the Buyer whether under these conditions or implied by law, including, without limitation, the Buyer's failure to notify the Company of any error in a published Advertisement.

### **3. Supply of Proofs / Corrections**

3.1 The Company does not undertake to provide the Buyer with proofs of an Advertisement prior to publication, although it will endeavour to do so where practicable.

3.2 The Company cannot be held responsible for alterations or corrections to proofs if returned after the specified latest date or not confirmed in writing.

3.3 Any proofs provided by the Company must be approved by the Buyer before insertion, if time permits.

3.4 The Company does not accept any responsibility for the accuracy of reproduction of copy not given to the Company in writing.

3.5 The Company may (without prejudice to the Buyer's warranties) require copy in respect of an Advertisement to be amended or altered to the extent the Company deems necessary for the Advertisement to conform with both those warranties and any technical specifications set out in the rate card.

### **4. Advertising content, copy and artwork**

4.1 The Company reserves the right to refuse publication of any booked advertisement. If publication is refused, the Buyer may supply alternative copy if the copy is refused before the published or agreed ad copy deadline. If copy is supplied after the ad copy deadline and subsequently refused, alternative copy will be published at the Company's discretion.

4.2 Artwork and/or photographic materials submitted by the Buyer are submitted to and used by the Company entirely at the risk of the person by whom, or on whose behalf, they are submitted. Unless otherwise arranged in writing, the Company reserves the right to return at the Buyer's expense or dispose of such artwork and/or materials if not collected within six months of their receipt by the Company.

4.3 The Buyer acknowledges that the copyright in all artwork and/or materials contributed by the Company in connection with the Advertisement is solely vested in the Company.

### **5. Positions**

Special Positions will be given only if agreed in writing by the Company and at an additional charge. Agreement will be specific to an identified advertiser. No other Advertiser may take the position without the prior written consent of the Company.

### **6. Advertising and Editorial**

All Advertising bookings are taken independently of scheduled Editorial content. Inclusion of Editorial content of the magazine is the sole discretion and responsibility of the Editor and is subject to change at any time. Advertisements are not accepted on the basis of Editorial inclusion of Editorial content of any kind unless agreed in writing by the Company, including the written agreement of the Editor. Inclusion of Editorial contributions or scheduled content is not guaranteed and Advertisements are not accepted on the basis of inclusion in an issue with scheduled Editorial, although every effort will be made to abide by any published Editorial schedule. Payment for Advertisements will be due regardless of any implied or express offer of inclusion of Editorial content to the Buyer by the Company's sales staff which is

subsequently excluded from an issue.

## **7. Advertorial and Promotional Features**

Paid for 'Advertorial' or 'Promotional Features' must be agreed in writing with the Commercial Director or Company Director, specifically describing the nature of the paid for content in terms of number of words, design style and page coverage, position in the magazine or website and issue or date of publication. Advertising and Promotional Features are governed by the Terms and Conditions relating to Advertising contained herein.

## **8. Late Copy and/or Proofs**

If, following an accepted order for space, the Buyer's copy instructions and/or proofs are not received by the specified copy date, the Company reserves the right to print the relevant Advertisement from any previously supplied copy or from any proofs received from the Advertiser and the right not to publish the relevant Advertisement, without prejudice to the Company's right to be paid for such space.

## **9. Cancellations, etc**

9.1 The Company reserves the right without giving notice to the Buyer:

- (1) to refuse or cancel any advertisement without giving any reason therefor;
- (2) to make corrections or alterations it considers necessary or desirable in an advertisement (whether to conform it to the style and subject matter of the publication or otherwise).
- (3) to alter, cancel or postpone publication date(s).

In such cases the Company will return any money paid by the Buyer in respect of an Advertisement(s) which do not appear, and in the case of an order for a series of Advertisements the Buyer will not be liable for the difference for the rate between the entire series specified in the order and the usual rate for the number of Advertisements which have appeared when cancellation occurs.

9.2 At the time advertising space is ordered by the Buyer, if the Buyer is an advertising agency or media buyer and does not disclose:

- (1) the name of its Advertiser client, and/or
- (2) the goods and/or services which are to be the subject of the Advertisement for that space;

the Company may at any time refuse to accept and/or publish, or suspend the Advertisement(s) the Buyer proposes for such space, and in such circumstances neither the Buyer nor the Advertiser shall have any claim against the Company in respect of such refusal or suspension, and if the space is not filled by the Company, the Buyer shall be responsible for any loss suffered by the Company.

9.3 Cancellations and transfers can only be accepted if requested by the Buyer in writing, and if the request is received by the Company not less than four weeks before copy date in the case of printed publications and four weeks before copy date in the case of online publications, as specified in the publication's rate card.

9.4 If the Buyer cancels the balance of an order, he relinquishes any right to any series discount to which he was previously entitled, and must pay for the relevant Advertisements at the appropriate rate set out in the rate card for the number of Advertisements which have appeared when the cancellation takes effect.

## **10. Errors**

10.1 The Advertiser shall notify the Company in writing of any error in a published Advertisement as soon as practicable and (whenever practicable) prior to the copy date for any subsequent insertion of the same Advertisement, and in any case within fourteen days of its first publication.

Without prejudice to Conditions 2 and 3 above the Company acknowledges its

responsibilities for errors in published Advertisements where such errors are not attributable to the act or omission of the Buyer, provided always that the Company's liability for any error shall be limited to the refund of its charge for the relevant Advertisement or at the Company's discretion, the free repeat publication of the Advertisement or appropriate corrective Advertisement.

## **11. Rates and Payment**

Unless the Company agrees otherwise in writing:-

11.1 The price for any Advertisement (including any Advertisement published as part of a series) will be the rate card price prevailing at the date of publication.

11.2 Payment is due immediately on publication. Where the Company allows credit it will do so (unless it stipulates otherwise) until 28 days following the date of invoice.

The Buyer acknowledges the cost to the Company of the late payment of its invoices and accordingly agrees to pay in respect of any payment not made by the due date the aggregate of:

(1) an administration fee of £20 and

(2) interest (accruing on a daily basis) on the amount unpaid at the rate of 4 per cent above the base rate for the time being of the Barclays Bank Plc from the due date of payment, both after as well as before any judgment or order.

11.3 The Company reserves the right to charge the Buyer for the cost of the Company's (or its printers) extra production work arising from any exceptional production requirements or any acts or defaults of the Buyer.

11.4 Not more than one voucher copy of the publication will be provided for each insertion, and no voucher copies will be provided for classified advertisements or orders of less than £100 in value. In the case of Annual publications or "one shot" publications only tear sheets will be provided.

## **12. The Company's Rights in Advertising Copy**

The Company shall (without prejudice to the Buyer's warranties and indemnity in Condition 2) have a perpetual royalty-free licence to reproduce the Advertisement in any format and in any medium whatsoever and wheresoever.

## **13. Miscellaneous**

13.1 These Conditions (which shall be deemed to incorporate the conditions contained in any relevant rate card) and all other express terms of the contract shall be governed and construed in accordance with the Laws of England and submits to the jurisdiction of the English Courts.

13.2 In these Conditions unless the context otherwise requires:-

(1) The following terms shall have the following respective meanings:-

"Advertiser" shall mean the person advertising its products or services or making an announcement in the Advertisement.

"Advertisement" shall include any loose or insert advertisement, any advertisement attached to or distributed with the relevant publication including free gifts, information supplied in connection with an advertisement, and advertisements in any form, including without limitation computer or electronic readable form.

"the Buyer" shall mean the person placing the order for an Advertisement, whether or not that person is the Advertiser.

"the Company" shall mean First Car Ltd which publishes the issue of the publication in or with which the Advertisement is to appear or be distributed.

"rate card" means the Company's current rate card in respect of the relevant publication including, without limitation, advertising rates and additional conditions concerning copy and cancellation dates, technical and stylistic specifications and related information.

(2) Reference to an act or omission of the Buyer shall include any act or omission of

any relevant employee or agent of the Buyer.

(3) Reference to any gender shall include reference to any other gender and reference to the singular shall include reference to the plural (and vice versa); and

(4) Reference to any Act of Parliament or Code of Practice shall be deemed to include reference to such Act or Code as amended, updated, re-enacted or replaced from time to time.