

ABSOLUTE PUBLISHING'S STANDARD TERMS AND CONDITIONS.

“Publisher” means Absolute Publishing Limited details contained below

“Advertiser “ means any person firm or company who enters into an agreement with the Publisher

1. Payment terms are 50% of the total amount of the total contract price agreed, 7 days from booking which shall constitute a non refundable deposit against the contract price and the balance of the contract price shall be payable 7 days from publication of the advertisement (or first publication in the case of a series booking) unless other payment terms are agreed in writing
2. The specification and distribution details are contained in the Publisher's media information specific for the above publication or web listing, a copy of which the Advertiser acknowledges receipt, or confirms has read at: www.absolutepublishing.com/ratesdata.aspx
3. Invoices are strictly net at the price agreed and exclusive of applicable VAT or other taxes unless stated above and payable without deduction unless agency commission is agreed in writing as deductible at a specific rate.
4. the contract shall deemed to have been made at the offices of the Publisher.
5. The Advertiser is solely responsible to submit to the Publisher suitable advertisement copy in electronic format (in accordance with the Publisher's specifications) by the due date failing which the Publisher reserves the right but shall be not be obliged to print only the name and address of the Advertiser (in any style, size or position at the Publisher's sole discretion). All advertisements are accepted at the Publisher's discretion as to suitability.
6. Any unpaid amounts due to Publisher will carry interest at the rate of 2% per month or part thereof, from due date until payment received by Publisher, before as well as after judgement. Publisher invoice for interest charges shall be final and binding upon the Advertiser.
7. All reasonable efforts will be made by the Publisher to fulfil its obligations, but should the Publisher be prevented or delayed in carrying out any of their obligations by reason of an Act of God, war, lock-out, fire, flood, delays in transit, strikes, riots, postal delay or any other unexpected or exceptional causes or circumstances beyond their control the time for delivery shall be extended until a reasonable time after the event preventing or interfering with the due performance of Publishers obligations has ceased, and in no circumstances is the Publisher to be liable for any consequential loss or damage suffered by the Advertiser as a result thereof.
8. The terms of the contract as stated in the Publishers official Order constitute the entire contract between the Advertiser and Publisher.. Any variations to the contract terms are only valid if signed by a director of the Publisher.
9. The Publisher will take reasonable care of any material supplied by the Advertiser whilst in the Publisher's custody. The Publisher shall not be responsible for loss or damage of material in transit or whilst with any third party.
10. In the event that the Advertiser is in default of its obligations under paragraph 5 (or gives notice that it does not intend to fulfil such obligations prior to the date for submission of advertising copy) the Advertiser agrees to pay the Publisher as liquidated damages the lesser of a) 75% of the Publisher's rate card price for the advertisement (or aggregate price in the case of a series of advertisements) prevailing at the date of this order or b) the contract price as agreed between the Publisher and Advertiser credit being given for any payments made by the Advertiser in respect of this order prior to the default or notice.
11. In the event of any conflict between these stand terms and conditions and the Publishers Official Order form, these terms shall prevail
12. This agreement shall be subject to the laws of England and Wales. The Advertiser submits to the non-exclusive jurisdiction of the English Courts.

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