

# LS Media - Local Ads Terms & Conditions



**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE PLACING AN ADVERT.**

**By placing an advert, you signify your agreement to these Terms and Conditions. If you do not agree to these Terms and Conditions, do not place an advert.**

- 1) In these terms and conditions "the Advertiser" means the party who books the space and/or any agent acting on his behalf and "the Publisher" means LS Media
- 2) When the Advertiser places an advert booking taken by e-mail exchange, written or oral communication, the Advertiser accepts the booking as a legally binding contract with a signature not being required to agree these terms and conditions.
- 3) If the Advertiser cancels an agreed booking, the following cancellation charges shall apply:-
  - Single advert:- Less than 1 week before copy date 50% of agreed advert price
  - 6 edition packages:- Any unpaid adverts remaining will be payable in full.
- 4) All advertisements are accepted subject to the Publisher's approval of the copy and to the space being available. Every effort will be made to place an advertisement in the preferred page position of the Advertiser, but the Publisher reserves the right to make the final decision as to the position of the advertisement.
- 5) The Publisher reserves the right to omit an advertisement at any time in its absolute discretion: such an omission shall be notified to the Advertiser as soon as possible. The Publisher shall repay any sums paid to the Advertiser in respect of the omitted advertisement but shall not be liable for damages of any kind.
- 6) All reasonable care will be taken to avoid mistakes but the Publisher cannot accept liability for errors due to the acts of default of third parties or sub-contractors or inaccurate copy instructions or other acts or defaults beyond its reasonable control. The Publisher shall not be liable for any errors in the advertisement unless proof is returned in ample time for corrections to be made before the publication goes to press.
- 7) The Publisher shall have no responsibility if the advertisement is not published on the agreed date as a result of a strike, lock-out, fire, storm, flood, riot, explosion, breakdown of machinery or other event over which the Publisher has no control.
- 8) The Publisher does not warrant any particular publication date.
- 9) Invoices are strictly net payable by the Advertiser without set off or deduction on the following terms:
  - 100% of the full invoice value is payable within 7 days of invoice date unless prior arrangements have been agreed and confirmed by LS Media.
- 10) The Advertiser must supply copy to the Publisher by the copy date. If the copy instructions are not received by the copy date, the Publisher may treat the Advertiser as having cancelled. If the Publisher elects to place the advertisement no guarantee can be given that proof will be supplied or corrections made.
- 11) Advertiser's property, artwork, etc. are held at the Advertiser's risk and should be insured by them against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been in its possession for 12 months. Additionally, the Publisher reserves the right to retain all artwork until the Advertiser's account has been settled in full.
- 12) In no event shall the liability of the Publisher for any breach of contract or in tort exceed the price paid by the Advertiser for the advertisement.
- 13) In no event shall the Publisher have any liability, either in contract or in tort, for any consequential loss or damage including loss or profit.
- 14) In the event the Advertiser fails to pay any sums hereunder and as a consequence thereof a legal action is commenced, the Advertiser agrees to pay, as additional or liquidated damages for legal fees incurred by the Publisher a sum equal to fifteen percent (15%) of the outstanding amount due under this agreement plus costs provided by any applicable statute.
- 15) All artwork created or amended by the Publisher is solely owned by the Publisher and is not for use elsewhere without the permission of the Publisher unless the Advertiser purchases the artwork in order to do so.
- 15) This agreement shall be deemed to have been entered into in England at the Publisher's place of business and shall not be construed to confer jurisdiction over the Publisher in any jurisdiction other than in England.
- 16) The Advertiser further consents to service to process in any such action to be made by email, certified mail, return receipt requested, to the address of the Advertiser to set forth above and said Advertiser agrees that such service shall be sufficient to confer full in personam jurisdiction.

