

POSITIVE HEALTH PUBLICATIONS LIMITED

Terms and Conditions of Business

1. No terms and conditions are recognised other than those of the Publisher.
2. It is clearly understood that cancellation of your order before copy deadline will carry an administrative charge of not less than £20. Cancellation after copy deadline may incur additional production costs.
3.
 - a. All advertising materials shall be supplied by the Advertiser to the Publisher in accordance with the relevant copy deadline dates set out overleaf;
 - b. All details on any proof copy sent to the Advertiser must be checked, approved, signed and returned by the Advertiser, to the Publisher as per instructions provided with the proof;
 - c. If any proof copy sent to the Advertiser is not returned in accordance with clause 3 (b) above then the publisher will not accept responsibility for any errors or omissions to the Advertiser's advertisement;
 - d. An Advertiser requesting changes to an advertisement that they have already approved may incur an additional charge;
 - e. The Publisher will use all reasonable efforts to replicate any colour chosen by the Advertiser for their advertisement, however, no guarantee or warranties are given and the Publisher shall not be responsible for the losses or liabilities in this regard;
 - f. The Publisher reserves the right to refuse to accept copy material, the wording or appearance of which they may consider inappropriate, unlawful, unreasonable or offensive;
 - g. All advertisements designed, typeset or produced by Positive Health are the typographical copyright of Positive Health, and such advertisements may not be used in any other publication without Positive Health's prior permission (a charge may be levied in some cases).
4. Although the Publishers will use all reasonable efforts to publish no warranty is given as to the date of publication nor will the Publishers be liable for any losses or liabilities whether direct, consequential or otherwise arising therefrom.
5. Any special position specified in this order cannot be guaranteed though the Publishers will endeavour to insert the advertisement in such special position.
6.
 - a. Payment is to be made to the Publisher's office at 105 Madeira Road, Portsmouth PO2 0SY and must be made by the agreed date listed overleaf;
 - b. VAT at the rate in force at the time must be added to all prices;
 - c. No set off contra or other deduction may be made by the advertiser;
 - d. No receipt shall be valid except the Publisher's official receipt issued from the address referred to in sub-clause 6 (a);
 - e. If payments are not made on or before the due dates the Publisher shall charge interest on all overdue amounts at the rate of 4.5% over base lending rate at Lloyds Bank plc in force from time to time. Plus an administration fee of £40 per invoice.
7.
 - a. The Publisher shall not be liable for any errors or omissions to any advertisements nor will the Publisher be liable for any losses or liabilities whether direct, consequential or otherwise arising therefrom;
 - b. The Advertiser will indemnify the Publisher against all claims in respect of any false claims or illegal statements; any alleged infringement of copyright, trade mark, service mark or design in respect of any alleged passing off or slander in respect of any advertisement.
8. This contract shall be governed by, construed and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of its courts.