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TERMS & CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS for The Chingford Directory and The West Essex Directory, published by E4 Publishing

**All orders/bookings for placement of an advertisement in
each Directory are accepted subject to the following conditions:**

The **Publisher** means E4 Publishing

The **Advertiser** means the person or agency whose goods and/or services are promoted by the advertisement or on whose behalf the advertisement is made

- 1) Conditions, other than rates, are subject to change without notice.
- 2) All artwork and copy supplied by the Advertiser to the Publisher and to be used in advertisements is accepted by the Publisher on the understanding that it is copyright free and is not subjected to third party copyright.
- 3) The placing of an order or booking constitutes an assurance that the advertisement and any website(s) referred to in it, and/or the flyer insert is legal, decent, honest and truthful and complies with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with the requirements of current legislation.
- 4) The Advertiser agrees to indemnify the Publisher and agrees to keep it indemnified against all claims, costs, damages, expenses or other liability of any kind arising from any breach of any of these conditions 2) and 3) or any terms implied by law.
- 5) All contents of advertisements are subject to Publisher's approval. The Publisher reserves the right to cancel advertisements, space reservations or position commitment at any time.
- 6) The positioning of advertisements in the magazine is at the discretion of the Publisher, except where a specifically requested, preferred position is acknowledged by the Publisher in writing on a signed insertion order.
- 7) The Publisher shall have no liability for errors in the Advertisers' Index.
- 8) Whilst every endeavour will be made to meet the wishes of the Advertiser, the Publisher does not guarantee the insertion of any particular advertisement on any specified date(s) or at all.
- 9) Cancellations or amendments to any order or booking must be made before copy deadline date, which is normally on the 15th of the month prior to publication (**but please note that occasionally the copy deadline date may have to be brought forward due to production and printing considerations**), otherwise the Advertiser will be liable for the cost of the original booking.

- 10) It is the responsibility of the Advertiser to check the first insertion of any series of advertisements and notify the Publisher immediately of any errors. The Publisher assumes no responsibility for the repetition of errors unless notified by the Advertiser.
- 11) The Publisher shall not be liable for any loss of sales or loss of income or damage occasioned by any error or total or partial failure (however caused) of publication or distribution of any edition in which any advertisement is scheduled to appear.
- 12) The Advertiser's artwork, film and all other property is held by the Publisher at the Advertiser's risk and should be insured by him against loss or damage from whatever cause. The Publisher reserves the right to destroy without notice all artwork, film and other property which has been in his custody for three months from the date of its last appearance in an advertisement unless the Advertiser has given written instruction to the contrary.
- 13) The copyright in all artwork, copy and other material, which the Publisher or his employees have originated, contributed to or reworked shall vest in the Publisher and the Advertiser may not reproduce any such material in any form, or authorise another Publisher to do so without first obtaining the Publisher's written consent.
- 14) The Publisher reserves the right to disclose the name and address of Advertisers to the police, trading standards officials, or any other relevant authority.
- 15) The Publisher reserves the right to charge interest on late payment of invoices and reserves the right to pass delinquent accounts to a collection agency, who may impose further charges.
- 16) No variation of these terms and conditions shall be binding unless specifically agreed in writing by the Publisher. No conditions printed or appearing elsewhere that conflict with its provisions will be binding on the Publisher.

**The placing of a booking/order for the
insertion of an advertisement shall amount
to an acceptance of the above conditions.**