

In these Conditions:

“The Organisation” means the Baptist Union of Great Britain of Baptist House, PO Box 44, 129 Broadway, Didcot, Oxon OX11 8RT (registered charity number 1125912)

“The Advertiser” means any person or company placing with the Organisation an order for the publication of an advertisement within *Baptists Together* magazine (“the Magazine”)

“The Media Pack” means the rate card and media information pack provided to all advertisers applicable at the time the order is placed

1. Acceptance of Conditions

1.1 In placing an order for the publication of an advertisement, the Advertiser accepts these conditions. No condition which conflicts with them is binding on the Organisation or the Advertiser unless it is in writing and signed by or on behalf of both parties.

1.2 An order shall be deemed to be accepted when the Organisation receives written acceptance of the order at which point and on which date a contract between the parties shall come into existence.

2. Advertiser’s Warranty and Indemnity

2.1 The Advertiser warrants:

- (a) that the advertisement is legal, decent, honest and truthful;
- (b) that nothing in the advertisement is defamatory or constitutes a malicious falsehood;
- (c) that the publication of the advertisement will not infringe copyright or any other rights vested in a third party;
- (d) that the Advertiser has secured all necessary authorities and permissions in respect of the use of the advertisement of any pictorial representations of, or words attributed to, living persons.

2.2 The Advertiser will indemnify the Organisation in respect of all costs, damages or other charges incurred in connection with any actions or claims brought against the Organisation arising from a breach by the Advertiser of this warranty or otherwise from the publication of the advertisement.

3. Right to Refuse or Amend Advertisements

3.1 The Organisation reserves the right to refuse to publish an advertisement if, in the Organisation’s opinion:

- (a) the advertisement fails to comply with the requirements of condition 2.1 above;
- (b) inclusion of an advertisement gives rise to a conflict of interest; or
- (c) the refusal is necessary for the purposes of reader protection, even if the advertisement has been accepted or previously published.

3.2 The Organisation reserves a final editorial right to refuse to publish an advertisement.

3.3 The Organisation may make any alteration it considers necessary or desirable in an advertisement including the use of standard abbreviations, or change the siting of an advertisement in the relevant publication.

4. Requests for Insertion in Particular Sections

4.1 Whilst the Organisation will endeavour to comply with reasonable requests for an advertisement to be inserted in a particular part or edition of the publication, or to be inserted under a particular classification, the Organisation makes no guarantee in respect of any such request.

5. Cancellation

- 5.1 The Organisation may cancel the Advertiser's order at any time up to the date of the artwork deadline for each edition of the Magazine.
- 5.2 The Advertiser may cancel its order or the unexpired part of an order by giving notice to the Organisation of the cancellation by the date of the artwork deadline for the relevant edition as set out in the Organisation's Media Pack applicable at the time.
- 5.3 On cancellation of any unexpired part of an order the Advertiser will be liable to pay back to the Organisation any series or special offer discounts already taken on advertisements previously published.

6. Copyright

- 6.1 Copyright of all artwork, copy or other material created, reworked or contributed to by the Organisation shall vest in the Organisation.
- 6.2 The Advertiser authorises the Organisation to record, reproduce, publish, distribute and broadcast all advertisements, (including but not limited to text, artwork and photographs) and to include and make them available in any information service, electronic or otherwise.

7. Right to Disclose Information

- 7.1 All advertisements must be accompanied by the Advertiser's full name and address. All trade advertisements must contain a trading name and all advertisements should contain registered Charity numbers and registered Company numbers where applicable.
- 7.2 The Organisation reserves the right to refuse an advertisement containing only a mobile telephone number unless the Advertiser discloses to them a fixed land line number or similar.

8. Errors and Omissions

- 8.1 The Organisation has no responsibility for errors in an advertisement provided to the Organisation by the Advertiser nor for the repetition of errors in a series of advertisements unless notified by the Advertiser.
- 8.2 In the event of any error, misprint or omission in the printing of an advertisement the Organisation will either re-insert the advertisement or relevant part thereof, or make a reasonable refund or adjustment to the cost. No re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement.
- 8.3 In no circumstances shall the Organisation's total liability (including consequential liability) in respect of any error, misprint or omission exceed either the amount of a full refund of any price paid to the Organisation for the advertisement in connection with which liability arose, or the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which the liability arose.
- 8.4 The Organisation shall not be liable for any loss or damage (including consequential loss or damage) occasioned by any total or partial failure for reasons beyond the Organisation's control of publications or distribution of any magazine, edition, supplement thereof or other publication in which any advertisement is scheduled to appear.

9. Data Protection

- 9.1 The Organisation will hold information obtained in its dealings with the Advertiser to enable it to administer the account of the Advertiser.

10. Payment Terms

- 10.1 The rates charged for the insertion of advertisements shall be those set out in the Organisation's Media Pack in force at the time the order is placed. The Media Pack is subject to change at any time. It is the responsibility of the Advertiser to bring to the Organisation's attention at the time of booking any discount or allowance to which entitlement is claimed.
- 10.2 Pre-payment may be required for any advertisement at the Organisation's discretion.
- 10.3 Payment shall be made for each advertisement within 30 days of the date of invoice. Should the Advertiser be in breach of these terms then the full amount in respect of all advertising published and all other amounts accruing from the Advertiser shall become due and payable.
- 10.4 Any query in respect of an invoice must be brought to the attention of the Organisation within seven days of its issue.
- 10.5 Interest at the current bank rate is payable on overdue accounts.

11. Governing Law

- 11.1 Any dispute or claim arising out of or in connection with these terms and conditions, their subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12. Jurisdiction

- 12.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.