

## **The Bridge**

### **A community magazine for Bridport supported by the Anglican Church**

Registered address:

Bridport Team Ministry

84 South Street

Bridport DT6 3NW

### **Terms and conditions of acceptance of advertising**

#### **1. Introduction**

The following terms and conditions ('terms') together with any insertion order shall form the agreement between us and an advertiser for the placement of an advertisement ('ad') in The Bridge ('The Bridge/we/our') printed or electronic publications. Each order will be a separate agreement and any change to this agreement must be confirmed by us in writing by letter or email. The placing of an order for the insertion of an ad shall amount to an acceptance of these terms and any other terms or conditions on an agency's or advertiser's order form or elsewhere shall not apply. An 'advertiser' means any person or organisation placing or facilitating the placing of an ad on their own account or on behalf of another, including agencies and media buyers, ad networks and ad exchanges and other intermediaries. 'Data law' means all applicable data protection and privacy laws, regulations and codes of practice, including the Data Protection Act 2018, the General Data Protection Regulation (EU 2016/679), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011. Words such as 'personal data', 'controller' and 'processing' shall have the meanings given in data law. Where the word 'including' is used in these terms, it shall not limit the generality of the preceding words. A reference to a statute is reference to it as amended, extended or re-enacted from time to time.

#### **2. Content**

All ads must comply with our deadlines and our production and quality specifications as published. The advertiser also confirms that the ad complies with all applicable legislation, regulations and codes of practice, including laws against discrimination on grounds of age, gender, race or religion, laws of fair trading and credit advertising and

the Code of Advertising Practice supervised by the Advertising Standards Authority ('ASA'). We may refuse an ad before acceptance for any reason, or reject, cancel or require changes to an ad or series of ads at any time as to comply with legal, regulatory or moral obligations placed on us or the advertiser; to avoid infringing the rights of a third party; or to meet our technical specifications.

3. The advertiser further confirms that: i) the publication of the ad (including content supplied by the advertiser, whether text, photos or otherwise) will not breach any contract, infringe the copyright, trademark or other right of any third party and is not libellous of any person; ii) all licences and consents from third parties necessary for the publication of the ad have been obtained and paid for, including licences for third party copyright content and consents from living persons identified in ad content; iii) in respect of an investment ad, the content has been approved by, or the advertiser is, an authorised person within the meaning of the Financial Services and Markets Act 2000 ('FSMA') as amended or the ad is otherwise permitted under the FSMA; and iv) in respect of an ad offering credit, the content complies with the FSMA and the Consumer Credit Act 1974.

#### **4. Payment**

No ad will be accepted unless paid for in full at the time of booking. The price shall be the amount fixed by our published rate card on the date of acceptance of the order, unless otherwise agreed, plus VAT where applicable. We will not publish an ad for which payment has not been received on time, but the advertiser will remain liable.

5. We will try to give notice of increases, but we reserve the right to change our advertising rates at any time. This will not affect existing contracts, including any fixed-term agreement for a series of ads.

#### **6. Agencies**

By placing an order, a media agency confirms that: i) it contracts as principal with full authority from its client in all matters connected with the order; ii) it is responsible for all payments due; and iii) (without prejudice to ii) above or our rights and remedies under these terms or general law) grants to us the right of subrogation of all and any debts owed to it by its client in relation to the relevant ad order. Rates of agency commission will be the subject of separate written agreement. We will not give credit to agencies and

all ads must be paid for at the time of booking. We may reject ad orders from any agency which is not a party to a recognition agreement with us and we may require personal guarantee from the directors or any other person on behalf of a recognised agency in respect of any unsatisfied liabilities of the agency in the event of the agency's liquidation or insolvency.

## **7. Box Numbers**

We do not supply box numbers. Advertisers must include their own contact details on each ad.

## **8. Cancellation**

An advertiser may cancel or amend an ad by written notice to us (letter or email), to arrive before the published advertising deadline for the relevant month. If the advertiser has supplied their own ad, they will receive a full refund in the event of cancellation. If magazine staff have completed design work on behalf of the client, no refund shall be payable unless cancellation is due to our negligence. If a multi-insertion series is cancelled part-way through, we shall refund at a rate that leaves the correct balance for the resulting lower number of insertions: i.e. advertiser pays for ten insertions (£500), cancels after five so is refunded £200 because the rate for the remaining five insertions is £300. If the copy is not received from the advertiser by the copy deadline, we may substitute such alternative copy as we deem suitable but we will not be liable if the ad does not appear, and the advertiser will remain liable to make full payment for the price of the ad in any event.

9. We may cancel any ad order in any medium at any time without giving cause on reasonable notice before the first or next insertion and the advertiser will be entitled to a full refund but no further remedy. We may cancel without liability: i) if the advertiser breaches these terms and the breach is not capable of remedy or it continues for seven days after we have given notice of it; ii) if we reasonably believe the advertiser is unable to pay debts or the advertiser goes or threatens to go out of business; or iii) if we decide to discontinue the relevant publication.

10. We will try to satisfy an advertiser's request regarding the date of publication and positioning of an ad, but no guarantee of date or position can be given. We have no obligation to provide evidence of publication.

## **11. Errors**

Our total liability to the advertiser in any circumstances for any error or non-publication shall be limited to a re-insertion of an ad or proportionate refund. The advertiser must check and is solely responsible for checking an ad before and after insertion and must notify us of errors within 14 days of publication. We shall not be liable: i) for an error that the advertiser has failed to notify to us in time; ii) for any error or non-publication unless caused by our negligence; or iii) for an error that, in our reasonable opinion, does not materially detract from the ad. We shall not be liable in any circumstances for losses relating to any business or public fund-raising of the advertiser, whether direct or indirect, such as lost profit, revenue, reputation or customers.

## **12. Copyright and branding**

Ads are accepted on condition that we have the right to publish and distribute them in all editions in any form or medium (including electronic media as well as print). The copyright in work or material we contribute to or re-work for an ad belongs to us. We shall take reasonable care of copy, artwork, photographs or other materials an advertiser supplies, but we shall not be liable for their loss or damage and the advertiser should take out a suitable policy of insurance. We may dispose of these materials after six months unless collected. Advertisers shall not use any trademarks or other branding belonging to The Bridge without express written permission in advance.

13. The advertiser confirms that any landing page on a website mentioned in an advertisement will: i) comply with the standards and conditions set out in clause 2 and 3 of these terms; ii) be free from malicious software and not cause an adverse effect on the operation of our digital properties, and iii) have a conspicuous privacy policy which complies with data law.

## **14. Data protection**

Advertisers placing an order with us consent to the following: i) communications with us may be monitored or recorded for administrative or training purposes; ii) we may use information supplied by an advertiser for administration, marketing, credit scoring, customer services and profiling purchasing preferences and we may retain it for a reasonable time to do so; iii) where required or permitted by law, we may disclose detail of advertisers to the police, trading standards or any other relevant authority or third

party with a proper interest in receiving it. Further detail is given in our Privacy Policy (which may be found elsewhere on our website) and forms part of these terms.

15. The terms of the Standard Data Processing Addendum (which can be found elsewhere on our website) shall apply as between The Bridge and an advertiser in respect of any processing of personal data in connection with an ad agreement.

## **16. General**

We shall not be liable if our publishing activities are restricted or prevented by any law, act or event beyond our reasonable control (including for example power cuts, equipment failure or industrial disputes). In such case, the advertiser shall accept publication when available or otherwise may cancel the order by written notice and pay only for work done and materials used.

17. Our delay or failure to enforce or our waiver of any of our rights under these terms on any occasion shall not restrict the exercise or enforceability of such rights in the future.

18. These terms together with any insertion order and other document referred to in the terms are the entire agreement between the advertiser and us. All other terms and conditions are excluded and void to the extent permitted by law. Nothing in these terms shall give any right or benefit under the Contract (Rights of Third Parties) Act 1999 to any person who is not a party to it, except The Bridge. If any term is found to be invalid by any court with competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these terms, which shall remain in full force and effect.

19. An advertiser shall not assign or otherwise deal with any of its rights or obligations under an ad sale agreement with us without obtaining our prior written consent. The ad space is for the advertiser's use only and under no circumstances may the advertiser re-sell it to a third party. We may assign any of our rights or obligations upon written notification to the advertiser.

## **20. Indemnity**

The advertiser will be liable to pay us for all losses, damages, costs (including legal costs) and expenses of any kind suffered or incurred by us as a result of claims or

actions from third parties, actual or threatened, arising from or in connection with the advertiser's breach of these terms or the publication of an ad, unless arising from our own negligent act or failure.

## **21. Governance**

The advertiser will be liable to pay us for all losses, damages, costs (including legal costs) and expenses of any kind suffered or incurred by us as a result of claims or actions from third parties, actual or threatened, arising from or in connection with the advertiser's breach of these terms or the publication of an ad, unless arising from our own negligent act or failure.