

FS MAGAZINE: TERMS AND CONDITIONS

1. An advertisement is accepted on the understanding that the relationship between the Advertiser and Chartered Insurance Institute (the Publisher) is governed by the conditions set out below. Unless specifically approved in writing by the Publisher, the conditions stipulated on an Advertiser's order form or elsewhere shall be void. Conditions which are contained in order forms other than those of the Publisher and which do not conform to, or are in addition to the Publisher's conditions, will not be recognised as binding. Special conditions will be subject to express written agreement by the Publisher.
2. For the purpose of these conditions, 'Advertiser' shall refer to the contractual principal that is the party responsible for payment of charges arising from the publication of an advertisement. Where appropriate 'advertisement' includes a loose or bound-in insert.
3. The Publisher reserves the right to refuse any advertisement submitted for publication, and in this respect the Publisher's decision is final. All advertisements are accepted subject to the Publisher's approval of the copy and the space being available.
4. The Publisher reserves the right to amend the advertisement copy where necessary. If the Publisher considers it necessary to modify the space or alter the date or position of insertion, the Advertiser will have the right to cancel if such arrangements are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control. Where the advertisement forms part of a series order, the liability of the Advertiser shall be limited to the pro-rata cost of those advertisements already published.
5. In the event of any error, misprint or omission in the printing of an advertisement, except where attributable to a default by the Advertiser to its agent or where covered by Clause 4 above, the Publisher will either re-insert the advertisement or make a refund or an 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. In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed: (a) the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which the liability arose, or (b) the cost of a further or corrective advertisement of a similar type and standard to the advertisement in connection with which the liability arose. Any complaint concerning the reproduction of an advertisement must be received in writing by the Sales Co-ordinator within four weeks of the publication date.
6. The Publisher cannot accept liability for any errors due to inaccurate copy instructions. Charges will be made to the Advertiser where the printers are involved in extra production works owing to acts or defaults of the Advertiser or its agents. These charges will be in accordance with publicised rates current at that date.
7. Advertisement rates are subject to revision at any time and individual orders are accepted on the condition that the price binds the Publisher only in respect of the next issue to go to press. All gross display advertising rates are subject to the current Advertising Standards Board of Finance (ASBOF) surcharge, payable by the Advertiser in order to fund the system of self-regulatory control. Advertisement rates are exclusive of value added tax, which will be added at the prevailing rate(s) when the advertisement is invoiced unless the rate is specifically stated to be inclusive of taxes.
8. The Publisher cannot accept stop-orders, cancellation or transfers unless they are received in writing within the Publisher's stated final copy dates. These are:
 - 8.1 For display advertising: at least 30 days notice for mono and colour advertisements, special positions, annuals and advertisements on a 'till countermanded' basis
 - 8.2 For classified advertising: not less than 10 days from the date of publication or by such other time as may be specified.
 - 8.3 Bookings will have immediate effect. Cancellations will be subject to a 100% cancellation fee relating to the cost per insertion for that issue. If an evaluation period is agreed, its termination date must be specified on the advertisement booking form and countersigned by both Publisher and Advertiser. Where an evaluation period is provided and the Publisher receives a cancellation during this period in writing, the Advertiser will not incur any cancellation fees.
9. Verbal copy instructions will be accepted over the telephone and, for the avoidance of doubt, constitute a binding order when accepted. The Advertiser is requested to provide written confirmation of a verbal booking as far in advance of the publication date as possible and certainly within 5 days of the booking. Faxed and emailed confirmations will be accepted.
10. The Advertiser must pay within 30 days after the date of invoice.
11. Series rates apply only if the order is completed. If an Advertiser cancels the balance of a contract it relinquishes any rights to the series discount to which it was previously entitled and advertisements will be paid for at the appropriate rate.
12. Advertisement copy must be supplied by the Advertiser or its agent in accordance with the mechanical data published on the booking form.
13. Where the Advertiser has undertaken to supply inserts which have been accepted and approved by the Publisher, the Publisher reserves the right to charge at the rate agreed if they fail to arrive at the agreed time and place for insertion.
14. The Publisher cannot accept responsibility for changes in dates of insertion and copy unless these are confirmed in writing and received by the Publisher in time for the changes to be made. The Publisher reserves the right to charge for any additional expenses involved in affecting such changes.
15. Copy matter must conform to the Publisher's requirements and charges may be made if the Publisher is involved in any additional work. By signing the Booking Form, the Advertiser accepts that costs incurred for making duplicate films or any necessary reprographic or origination artwork on material which is not supplied in strict accordance with the Publisher's copy requirements, will be charged to the Advertiser and paid for in full by them.
16. In the case of new material only, and provided that copy is received by the stipulated copy date, the Publisher will provide proofs if requested and if it is practical to do so.
17. If written copy instructions are not received by the agreed copy date, no guarantee can be given that proofs will be supplied or corrections made and the Publisher reserves the right to repeat the most appropriate copy.
18. The Publisher will supply on request one voucher copy to either the Advertiser or his client when the display advertisement is published.
19. The Advertiser hereby grants the Publisher a licence to use and publish the full format of the advertisements and other works and materials submitted by the Advertiser for or on behalf of the Publisher, or produced or acquired by the Advertiser for or on behalf of the Publisher or any other Chartered Insurance Institute staff (herein called 'Works').
20. The Advertiser also grants to the Publisher a perpetual, irrevocable, non-exclusive licence to use and publish at any time without restriction: (a) the full format of all or any of the Works in archive form; and/or (b) the text and/or the factual content of all or any of the Works (but not any accompanying photographs or images or layout); in whole or in part, as a single item or as part of a series or compilation, or otherwise, in any part of the world. With respect to the licences granted in clauses (a) and (b) above, the Publisher and/or any other staff of Chartered Insurance Institute can use and publish the Works in any system, form or manner whatsoever whether or not such system, form or manner or the technology relating to such system form or manner exists or is contemplated or envisaged at the date of this agreement including, but not limited to CD ROM, online database form, any form of electronic publishing and/or type of retrieval system.
21. The Advertiser warrants that no Work:
 - i. shall infringe or prejudice the rights of any third party (including without prejudice to the generality of the foregoing, intellectual property rights);
 - ii. shall be defamatory of any third party;
 - iii. shall constitute unfair competition or any like tort or civil wrong;
 - iv. shall infringe any laws, regulations and voluntary codes of conduct within the countries within which the Work is to be used;
 - v. shall infringe the British Code of Advertising Practice.
22. The Advertiser further undertakes to indemnify and to keep indemnified the Publisher against any costs, claims and expenses which result directly or indirectly from any breach of any of the above warranties.
23. The Advertiser shall procure that all suppliers involved in the creation of the Works authorise the Advertiser to grant a licence on the terms set out in sub-clause 20 above and that such suppliers procure that the authors of the Works unconditionally and irrevocably waive all moral rights and all other similar rights and rights having similar effect which they may have or may acquire in respect of the Works. The Advertiser also hereby waives any such rights it may have or acquire in respect of the Works on the same terms
24. The copyright on artwork/copy contributed to an advertisement by the Publisher shall be vested in the Publisher.
25. If so required, the Advertiser, where an agency, must disclose the identity of the client and reveal the nature of the product/service to be advertised. In the event of the Advertiser failing to comply with such a request, the Publisher reserves the right to suspend the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
26. If it is intended to include a competition or a special offer within an advertisement, full details should be submitted at the time of booking. Competitions must comply with the British Code of Sales Promotion Practice or any subsequent revision or substitution thereof.
27. In accepting financial advertisements, the Publisher does so on the understanding that their copy content, authorisation and placing have been processed in accordance with the requirements of the Financial Services Act 1986 or any amendment thereto or any re-enactment or substitution thereof by legislation of an analogous nature.
28. The Advertiser's property and artwork etc are held at its own risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been in its custody for twelve months from the date of its last appearance.
29. Notwithstanding anything in the above which may provide to the contrary, neither the Publisher nor the Advertiser shall be liable to one another for any loss or damage, consequential or otherwise, caused by or arising out of any Act or Parliament, Order in Council, Act of State, strike or employees, lock-out, trade dispute, enemy action, rioting, civil commotion, fire, force majeure, Act of God or other similar contingency beyond the control of either party. These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England

SIGNATURE
