

TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS RELATE TO DISPLAY ADVERTISING SALES ONLY

In these terms and conditions ("the terms") the following words shall have the following meanings:-

"the Company"	shall mean Gateway Media Limited whose registered office is at Clarence House, 80 Clarence Street, Bolton, Lancashire, BL1 2DQ
"the client"	shall mean the advertiser named on the advertisement booking form.
"the contract"	shall refer to the advertisement booking form.
"the advertisement"	shall mean the notice or display thus produced whereby the client intends to promote goods and/or services.
"the artwork cost"	means the cost of preparing and producing for the client the designs and format of the advertisement to be published. Artwork costs may vary and will change from time to time. Current costs are available at www.constructionforum.org/artworkcosts .
"the advertising medium"	is the means through which the said advertisement is communicated to the public
"the terms and conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the client and the company.
"the publication date"	shall mean the date at which Gateway Media Limited determines an issue, or other such document, is officially made available. It is the first date that the client's advertisement shall be featured within/on the advertising medium. The publication date will always be the same as the invoice date.
"the display periods"	Are the lengths of time which the company agrees to distribute/display the advertisement.
"the distributor" or "the means of distribution"	is the location or way in which the advertisement medium is made available to the public or the subscribers.

1 THE CONTRACT

- 1.1 All advertisement bookings are placed and accepted by the Company only under these Terms.
- 1.2 This agreement does not affect, prejudice or replace any other agreement entered into by the client or the Company.
- 1.3 These terms exclude any other terms and conditions inconsistent therewith which the client might seek to impose even if such other terms and conditions may be submitted in a later document and/or purported to exclude or supersede any terms and conditions inconsistent with them or may be contained in any offer acceptance or counter-offer made by the client.
- 1.4 In the event of any conflict between these terms and conditions and any terms and conditions utilised by the client in respect of purchases then the terms and conditions hereof shall prevail unless the contrary is specifically endorsed hereon.
- 1.5 This agreement comes into effect upon signature of the advertisement booking form or agreement to proceed either verbally or by email and is NOT subject to a 'cooling off period or cancellation save in accordance with the terms and conditions hereof and will continue until the end of the display period
- 1.6 If, at any stage of the contract, the client does not comply to the terms of this contract specifically regarding refusal to continue with the contract for any reason or the refusal to supply artwork or documentation relating to the contract the contract will be fulfilled by the company specifically relating to clause 3.2 herein.
- 1.7 The parties hereto confirm that this agreement contains all the terms and conditions agreed and that no representations or warranties have been made or given by the Company or any sales associate unless specifically endorsed thereon.
- 1.8 No variation of these Terms is permitted unless expressly accepted by a Director of the Company in writing.
- 1.9 The client hereby acknowledges that no special privileges shall be enjoyed in the signing of this agreement other than contained therein.
- 1.10 Where the business of the client is taken over by a new proprietor or where the business changes the client shall nevertheless remain fully liable under the contract.
- 1.11 The Company acknowledges that the person signing this agreement has declared that they are duly authorised to sign on behalf of the client and acting within the bounds of their authority.
- 1.12 The client shall not take any action, which would jeopardise the Contract between the Company and the advertising medium, or any other advertisers appearing thereon.
- 1.13 Save for the time limits imposed by these Terms and Conditions, time is not of the essence.
- 1.14 The Company reserves the right to assign this agreement to a third party.

2 PRICE

- 2.1 The price of the advertisement will be the price detailed in the net box on the advertisement booking form.
- 2.2 The denomination of the price will be the denomination detailed on the advertisement booking form.
- 2.3 VAT will be charged at the relevant rates, if applicable, in addition to the price detailed in the net box of the advertisement booking form.

3 ADVERTISEMENT

- 3.1 The Company agrees to design an advertisement free of charge upon the client signing the advertisement booking form so long as details for inclusion within the advertisement are supplied within seven days. Failure to supply details within seven days will result in the client incurring the relevant artwork cost.
- 3.2 The client agrees to supply details for inclusion within the advertisement at the time of signing this agreement or within seven days thereafter. In the event that the client fails to supply such details the company will design and produce an advertisement for the client as it deems to be appropriate. Payment in full for the advertising space will still be due.
- 3.3 Where style, type or layout is left to the companies judgement, or where the advertisement is designed by the company under clause 3.1 or 3.2 hereof, changes required by the client shall be charged at £25.00 per change.
- 3.4 Any error or required amendment in the advertisement proof shall be notified in writing, by fax, e-mail or post, by the client to the company within 48 hours of despatch by the company, otherwise the advertisement will be deemed correct in all respects. If the client notifies the Company of an error after the said period, the Company does not guarantee that amendments will be made before the final publication.
- 3.5 After the initial correction of any error or amendments in the initial advertisement proof have been made subsequent additions or amendments will be subject to a artwork costs.
- 3.6 It is agreed that the Company shall publish the Client's advertisement at the earliest possible date. It is understood however that no publication date has been given nor expressed by the Company unless the Company, in writing, notifies the client of such a date. In the event of prolonged delay, the Company shall notify the client in writing of the expected date for publication or display.

3.7 The client warrants that the advertisement does not contravene any Act of Parliament (including the Trades Description Act, 1968) or regulation Directive or decision of the European Community nor is in any way illegal or defamatory or an infringement of any other parties rights, or infringes the British Code of Advertising Practice. The client hereby indemnifies the Company fully against any and all claims, actions, charges, damages, and expenses in respect of the content of the advertisement.

3.8 The client hereby gives authority for the Company to use any logos, images, wording or styles that maybe copyright or trademarked to the client.

3.9 The client warrants that any Trade Association or body, or any Registered bodies that the client uses within the advertisement are true and correct at the time of signing the advertisement proof.

3.10 All advertising designs, proofs, artwork and other material prepared by the Company shall be copyright of the Company.

3.11 The Company shall not be liable for any consequential or other loss arising out of a failure or inability to display or publish the client's advertisement. The liability of the Company is hereby restricted to the amount paid by the client under the contract.

3.12 The Company reserves the right to withdraw, withhold or refuse any advertisement, without reason, before the final publication. In the event of a breach of the terms hereof by the client after publication or display the Company may withdraw the advertisement without obligation to refund any monies to the client.

4 MEDIUM

- 4.1 The Company reserves the right to change the shape, size and title, within reason, of the advertising medium used to display the client's advertisement following written notice to the client.
- 4.2 The Company reserves the right to change the position of a feature, article or supplement and the publication in which the feature, article or supplement is positioned.
- 4.3 The publication or supplement will be distributed to subscribers and the public in a digital format. Readers will view the publication via the world wide web specifically by using page turning software, supplied by the company, via its website or an associated link.
- 4.4 The publication or supplement will be distributed by the company via an e-mail containing a link to the medium, via a link to the medium from the company website or related websites or via a link from any other source the company deems to be appropriate.
- 4.5 No client shall enjoy any preferential position on or within any publication unless endorsed as a Special Term and signed by both parties.
- 4.6 The Company reserves the right to incorporate more than one advertisement of each type of business within the advertising medium and no warranty as to create a monopoly for the client has been implied or given unless endorsed as a special item therein.
- 4.7 The circulation of the medium is the circulation stated on www.constructionforum.org/circulation. This is the only official circulation statistics and the company excepts no other stated figures of circulation what so ever.
- 4.8 The Company and the advertising medium reserve the right to veto any advertisement at any time during the continuance of this agreement, in such an event the Client shall be entitled to a pro rata refund of monies paid based on the period the Client's advertisement has been displayed. If such veto is exercised before publication or display all monies paid shall be refunded unless the Client exercises such veto as a result of a breach of this agreement.

5 PAYMENT

- 5.1 The publication date and the invoice date shall be the same date.
- 5.2 Payment is due on publication
- 5.3 Time for payment shall be of the essence.
- 5.4 All invoices are payable without discount of any kind and in no circumstances shall the customer be entitled to make any deductions or withhold payment for any reason at all.
- 5.5 If any payment due hereunder is outstanding for a period exceeding 28 days from the publication date the company shall charge late payment compensation and interest from the publication date in line with the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulation 2002. Interest will accrue daily (whether before or after judgement) until the debt is settled.
- 5.6 If any payment due hereunder is outstanding for a period exceeding 35 days from the publication date then such an amount will be passed to our solicitors, The Thomas Higgins Partnership, for the purpose of issuing County Court proceedings or, where the outstanding value allows winding up or bankruptcy proceeding. All extra costs and charges incurred or generated by these actions will be liable for payment by the client.
- 5.7 Should the client fail to honour any payment made to the company by way of cheque, or other instrument delivered to it in payment or fail to ensure that sufficient funds are available for payment of any authorised standing order or direct debit the company for each such instance will levy a charge of £40.00. In the event that the client fails to make any payment due hereunder then any arrangement shall cease and the full balance under this agreement shall be payable immediately.
- 5.8 The client shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim by the client.
- 5.9 The Company is irrevocably authorised to act as agent for the client to complete the Standing Order Mandate or Direct Debit Mandate with the name and account details of the client's bank and in addition, to complete all payments, frequency, account and payee details and any relevant information and to present it for payment to the client's bank for the purpose of obtaining payment due hereunder.

6 FORCE MAJURE

The Company shall be excused from carrying out the contract and conditions of this agreement and not be liable for any failure to complete the contract from circumstances outside its reasonable control including without limitation an Act of God, war, riot, explosion, abnormal weather conditions, postal delay, fire, flood, strike, lockouts, acts, restrictions, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, accidents and shortages of material, labour or manufacturing facilities until a normal situation has returned.

7 NOTICES

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly served if sent or delivered to the party concerned at its address specified on the contract or such other address that the client may from time to time notify by registered or recorded post and shall be deemed to have been served, if it was served by post, 48 hours after posting or if it was served by telex or facsimile transmission at the time of service or if it was served in person, at the time of service.

8 PROPER LAW AND JURISDICTION

These terms and conditions shall be governed construed by and interpreted in accordance with Law of Contract in England and Wales and all disputes between the Company and the client in connection with the contract shall be submitted to the jurisdiction of the United Kingdom Courts alone. The client hereby consents to the jurisdiction of Bolton County Court for resolution of any dispute hereunder.

9 HEADINGS

The headings of these terms are for convenience only and shall have no effect on the interpretation thereof.

10 SEVERANCE

If any provision of the contract shall be void or unenforceable in whole or in part, the remaining provision and the remainder of the provision affected shall remain in full force and effect.