



## **Gradsouthwest Limited Advertising Terms and Conditions**

These are the Advertising Terms and Conditions of Gradsouthwest Limited. They relate to our services and websites which currently include: Gradsouthwest.com and GradWales.com.

All advertisement orders accepted for publication by Gradsouthwest Limited are subject to the following conditions. No other conditions will be binding unless agreed in writing by Gradsouthwest Limited and you. The placing of any order by you will be deemed to be an acceptance of these conditions and any conditions stipulated on an Order Form. Gradsouthwest Limited may revise these Advertising Terms and Conditions at any time by updating this posting and therefore you should check the website periodically.

### **1. DEFINITIONS**

For the purpose of these terms and conditions, the following words have the meanings ascribed to them:

"Gradsouthwest" means Gradsouthwest Limited which currently includes: Gradsouthwest.com and GradWales.com

"Advertisements" means any advertisement, posting or insert detailed in the Order Form;

"Deadline" means the copy deadline stated in correspondence from Gradsouthwest or the date of publication of the Advertisement;

"Fee" means the amount payable by you for the placing of the Advertisement as set out on the Order Form;

"Order Form" means the email or Post a Job form submitted by you to Gradsouthwest governing the details of the Advertisement including, without limitation, the technical specification; and

"Website" means the websites operated by Gradsouthwest Limited.

### **2. ORDERS**

All quotations and estimates Gradsouthwest make are invitations to treat. The Order Form and copy of the Advertisement is an offer subject to these terms and conditions, which becomes binding between us when Gradsouthwest accept your offer.

### **3. SCOPE OF AGREEMENT**

3.1 In consideration of the Fee, Gradsouthwest shall arrange for the display of the Advertisement on the Website(s) and/or in publications as detailed in the Order Form.

3.2 You will provide all materials for the Advertisement in accordance with Gradsouthwest policies concerning lead-times, deadlines and format. The most up to date version of these is contained on the Website. Gradsouthwest shall not be required to publish any Advertisement that is not received in accordance with such policies. You grant to Gradsouthwest a non-exclusive, worldwide licence to reproduce, display or distribute the Advertisement on the Website and in agreed publications in accordance with these conditions.

### **4. DEADLINES**

4.1 You must supply the copy by each Deadline specified. In the event of copy instructions not being received by the Deadline Gradsouthwest reserve the right, at Gradsouthwest's sole discretion:

4.1.1 to repeat standing copy or otherwise to determine the copy to be published;

4.1.2 to charge you the full amount due for the space booked; and

4.1.3 to charge you for any extra costs directly incurred by Gradsouthwest as a result of late copy.

4.2 Proofs sent to you for correction, which are not received back by Gradsouthwest by the relevant Copy Deadline, will be assumed to be correct.

4.3 Copy matter must conform strictly to Gradsouthwest requirements and any additional work required such as the cost of making duplicate films or any necessary reprographic, origination or colour processing work will be charged for.

## **5. CANCELLATION AND RENEWALS**

5.1 You may cancel or amend the Order Form, in whole or in part, more than two weeks prior to the Deadline without charge.

5.2 If you cancel or amend the Order Form, in whole or in part, less than two weeks prior to the Deadline, or if Gradsouthwest do not receive copy by the Copy Deadline, then you will be liable for the full price as set out on the Order Form.

5.3 Except as expressly set out in the Order Form, any renewal of the Order Form and acceptance of any additional Order Form shall be at Gradsouthwest sole discretion. Pricing for any renewal period is subject to Gradsouthwest change from time to time. In no circumstances does the placing of an order confer the right to renew on similar terms.

## **6. PAYMENT**

6.1 All payments under these conditions shall be made in pounds sterling.

6.2 All initial payments due in respect of any Advertisements must be paid on or in advance of the Advertisement start date set forth in the Order Form. If Gradsouthwest approve a request for credit then Gradsouthwest will invoice you as set forth in the Order Form. Payment detailed in the Order Form shall be made to Gradsouthwest within fourteen (14) days of the date of invoice.

6.3 Where you fail to pay Gradsouthwest by the due date then, without limit to Gradsouthwest other rights or remedies in these conditions, Gradsouthwest shall, at Gradsouthwest sole discretion have the right to:

6.3.1 suspend the Advertisement until payment in full has been received.

## **7. PUBLISHING OF ADVERTISEMENTS**

7.1 Advertisements will be published either electronically (web based, social media) or on paper (paper based) as set out on the Order Form.

7.2 Inserts will include, but will not be limited to, adverts, any other information published as part of a publication or any items to be included with the distribution of Gradsouthwest products.

7.3 Gradsouthwest reserve the right to omit, refuse, withdraw or cancel Advertisements submitted to Gradsouthwest by you at Gradsouthwest's absolute discretion.

7.4 All advertisements are accepted subject to availability of space in the relevant publications. Except as otherwise provided in the Order Form the positioning of the Advertisement is at Gradsouthwest sole discretion.

## **8. WARRANTIES AND INDEMNITIES**

8.1 You warrant and represent that:

8.1.1 you contract with Gradsouthwest as a principal, notwithstanding that you may be acting as an agent for your own client;

8.1.2 Advertisement as submitted or amended pursuant to these conditions will not breach any contract or infringe the rights of any person;

8.1.3 any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;

8.1.4 you have obtained the authority of any living person identified or pictured in the Advertisement;

8.1.5 the Advertisement complies with the requirements of all relevant legislation (including any subordinate legislation and the rules of statutorily recognised regulatory authorities); and

8.1.6 the Advertisement is legal, decent, honest and truthful and complies with the British Code of Advertising Practice and all other relevant codes.

8.2 You will indemnify Gradsouthwest and agree to keep Gradsouthwest indemnified against any and all claims, costs, proceedings, demands, expenses or liability whatsoever arising directly or indirectly as a result of any breach or non-performance of the representations, warranties or other terms contained in these conditions or implied by law.

8.3 Gradsouthwest will not be liable for any loss or damage (including any special, indirect or consequential damages, including, without limitation loss of profits or other consequential loss) resulting from the delay or failure of an Advertisement to appear on the date(s) specified from the failure of an Advertisement to appear in any specified position from the delay or failure of any issue of a publication to appear, from the appearance of any error in an Advertisement for any reason, or from the discontinuance of any publication.

Gradsouthwest liability in relation to any of these circumstances shall be limited to a refund of the Fee.

8.4 It is your responsibility to check the correctness of the Advertisement. Gradsouthwest assume no responsibility for the repetition of an error in an Advertisement ordered. Any other matter of complaint, claim or query in relation to the Advertisement must be raised with Gradsouthwest within 30 days following the commencement of any Advertisement run.

8.5 Where you are an agency or media purchaser then you warrant that you are authorised to place the Advertisement with Gradsouthwest and you will indemnify Gradsouthwest against any claim made against Gradsouthwest arising from the publication of the Advertisement.

8.6 You acknowledge that you are responsible for compliance with the obligations set out in clause 8.1 above and that Gradsouthwest have no obligation to edit or review any of Gradsouthwest publications for accuracy or appropriateness. However, Gradsouthwest reserve the right to alter or remove any Advertisement to comply with any obligation placed upon Gradsouthwest or to ensure compliance with the requirements set out in clause 8.1 above.

## **9. FORCE MAJEURE**

9.1 If performance of Gradsouthwest obligations are delayed or hindered by circumstances outside Gradsouthwest's control then:

9.1.1 Gradsouthwest will as soon as reasonably practicable give you notice of the reasons for the delay. However, failure to give such notice will not prevent Gradsouthwest relying on



the remaining provisions of this clause, and Gradsouthwest will incur no liability for failure to give such notice; and

9.1.2 Gradsouthwest's duty to perform shall be suspended for as long as the circumstances amounting to force majeure continue, and the time for performance of Gradsouthwest obligations shall be extended by a period equal to duration of those circumstances.

## **10. DISCOUNTS**

Series discounts apply only to orders placed in advance and completed within one year of the first insertion as set out on the Order Form. If you cancel the balance of a series, you will be liable for the full price on any Advertisements placed at the discounted price prior to cancellation. You will also be liable for the full price in the event of insertions not being completed within the contractual period.

## **11. INTELLECTUAL PROPERTY**

All Advertisement material originated by Gradsouthwest remains Gradsouthwest copyright and any Advertisement material originated by you remains your copyright.

## **12. TERMINATION**

In the event that you commit a material breach of these terms and conditions, Gradsouthwest may terminate this agreement immediately on notice and without liability to you. In the event of any termination, you shall remain liable for any amount due under an Order Form for any Advertisement delivered by Gradsouthwest and such obligation to pay shall survive any termination of this Agreement.

## **13. DATA PROTECTION**

Both parties agree to abide by the terms of the Data Protection Acts 1985 and 1998, General Data Protection Regulation (GDPR) and all other similar legislation in any applicable jurisdiction.

## **14. WAIVER**

The failure or delay by either party to exercise or enforce any of its rights is not a waiver of that right and nor will it bar enforcement of any obligation at that time or any subsequent time.

## **15. NOTICES**

Any notice or other document to be served under these conditions must be in writing and served in the following way(s) (and shall be deemed to have been served at the time stated):  
15.1 by first class post - on the second day after postage.

## **16. SEVERABILITY**

If any provision of these conditions, or of any document made in connection with these provisions, is determined by any court, tribunal or administrative body of a competent jurisdiction to be wholly or partly unenforceable for any reason, that unenforceability shall not affect the rest of this agreement or that document, the unenforceable part being deemed severed and deleted and the remainder continuing in full force and effect.

## **17. ENTIRE AGREEMENT**



These conditions shall apply to each contract for the insertion of an Advertisement together with such additional conditions (if any) as may be set out in the Order Form. In the event of any variations or inconsistency between these conditions and the conditions set out in the Order Form the Order Form shall prevail. These conditions form the entire agreement between us on its subject matter and supersede all previous contracts, arrangements, representations or understandings between us (save for fraudulent misrepresentations).

**18. NO ASSIGNMENT**

You may not resell, assign or transfer any of its rights under these conditions.

**19. AGENCY**

These conditions shall not create any agency, partnership or joint venture between us.

**20. GOVERNING LAW**

The contract, which incorporates these conditions, shall be construed under and governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Policy Approved: July 2015, updated April 2019