

## Advertising Terms & Conditions

"London Gay Man" hereinafter referred to as LGM.

"the Advertiser" means the party to whom the advertising services are supplied.

These conditions shall apply to all advertisements accepted for publication and shall supersede any previously Published Terms & Conditions of business. Any other condition stipulated, incorporated, or referred to by the Advertiser in its Advertising Order Confirmation or negotiations shall be void unless incorporated clearly in written instructions and specifically accepted by LGM.

All business is conducted and adverts are only accepted subject to the Standard Terms & Conditions set out above and below.

All advertisements are accepted subject to LGM's approval, which is final.

LGM reserves the right to refuse, omit, amend or suspend an advertisement at any time without explanation, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise. Should omission or suspension of an advertisement be due to the act or default or negligence of the Advertiser or his servants or agents, then the space reserved shall be paid for in full notwithstanding that the advertisement has not appeared.

LGM cannot accept liability for any errors due to third parties or subcontractors of the advertiser.

Advertisements should be accompanied by an official Advertising Order Confirmation or written instructions signed by a duly authorised representative. It is the responsibility of the Advertiser to ensure that only an authorised representative places an order(s). Verbal instructions and orders are only accepted on the understanding that LGM will not be responsible for mistakes arising therefrom. LGM cannot be held responsible for errors or omissions in advertisements that have not been supplied within the requisite time and manner.

The Advertiser will ensure that the advertisement does not contravene any Act of Parliament and is not in any way illegal or defamatory, or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice. The Advertiser will indemnify LGM fully in respect of any claim made against LGM arising from the advertisement.

Prices are as stated in the Media Pack or as agreed at the time and date of the order, and are exclusive of VAT at the current rate, which shall be charged in addition where applicable and unless otherwise indicated.

Advertisement rates are subject to change at any time, and orders are accepted on condition that the price binds LGM only in respect of the present advertisement to be placed. In the event of a rate increase the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised cost.

All new advertisements must be paid for prior to appearance on the site, unless an approved credit account already exists. New credit accounts will only be opened after obtaining two trade references or a credit reference acceptable LGM. Credits accounts will not be given to Sole Traders, non Limited Partnerships or any non-UK Advertiser.

Approved credit accounts are subject to settlement in full in accordance with terms noted on invoices. LGM reserves the right to charge interest monthly in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 for late settlement of accounts from the due date up to the receipt of payment. For avoidance of doubt, LGM reserves the right to cancel any future Advertisements (irrespective of whether applicable deposits have been paid) if any payment is overdue.

All property supplied to LGM by or on behalf of the Advertiser shall, while it is in the possession of LGM or agents of LGM, or in transit to or from the Advertiser, be deemed at the Advertiser's risk unless otherwise agreed. LGM shall be under no liability if it shall be unable to carry out any provision of the Contract for any reason beyond its control, including but not limited to Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other dispute. LGM reserves the right to dispose of materials which has been in its custody for 12 months from the date of its last appearance.

Complaints regarding reproduction or placement of advertisements must be made in writing.

If advertising instructions are not received by the agreed date, no guarantees can be given that the advertisement will appear on the site at the time agreed.

These Terms & Conditions, together with the Media Pack, constitute the entirety of the Contract between LGM and the Advertiser. The Contract is deemed to take place at the offices of LGM. No variation of or addition to the same shall be of legal effect, and no employee or agent of LGM is authorized to make any representation binding upon the Publisher, unless such variation or addition is made in writing and signed by a duly appointed representative of London Gay Man.

These Terms & Conditions and all other express terms of the Contract shall be governed and construed in accordance with the laws of England.

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