

## **Gap Publishing Terms and Conditions**

**The following Terms and Conditions apply to all advertising and editorial copy.**

1. It is the Advertiser's responsibility to provide artwork in the format specified by GAP Publishing
2. Final artwork must be supplied a minimum of 5 days prior to the publication date or as otherwise specified by GAP Publishing.
3. Failure by the Advertiser to provide artwork on time and in the specified format will not affect the Advertiser's obligations under this agreement.
4. Any artwork produced by GAP Publishing representative will remain the copyright of GAP Publishing at all times unless otherwise agreed in writing.
5. GAP Publishing reserves the right to decline the insertion of any advertisement or editorial content.
6. The placement of advertising is at GAP Publishing's discretion, except where a page preference has been agreed and paid for.
7. GAP Publishing does not warrant that advertising will not be positioned by competing products or services to the Advertiser.
8. While every care is exercised, GAP Publishing does not accept liability for any loss whatsoever incurred through error either in the content of an advertisement or the incorrect appearance of an advertisement.
9. All cancellations of advertising must be received in writing 2 days prior to copy deadline date unless otherwise stated or agreed with GAP Publishing.
10. The Advertiser warrants and undertakes to GAP Publishing that no statement, representation or information contained in the supplied advertisement is:
  - a. misleading or deceptive;
  - b. defamatory, in breach of copyright, trademark or other intellectual property right; or
  - c. is otherwise in breach of any provision of any UK law or regulation.
11. The Advertiser hereby agrees to indemnify GAP Publishing against all losses or costs, legal or otherwise, arising as a result of the publication of any advertisement.
12. Liability of GAP Publishing for any breach of law or contract in respect to any advertising provider to the Advertiser is limited at GAP Publishing's option to the provision of advertising again or the refund of the cost of that advertising actually paid.
13. It is a condition of all print advertising that payment is made before publication for new advertisers or within 21 days from date of invoice for contract/regular advertisers.
14. It is a condition of online advertisements or promotions that full payment is made prior to advertising appearing on the website.
15. Any costs, fees or legal expenses incurred in obtaining payment for advertising will be charged to the Advertiser.
17. The terms and conditions of this agreement, will be governed by and construed in accordance with UK law.