

Luton Council

Terms and conditions for advertisers (Revised: November 2020)

1. In these Conditions:-

1.1 "Advertisement" means the matter to be printed on the page or separately inserted, displayed or data stored on disk or which the Publisher is asked to publish and which is intended to be viewed by the Public;

1.2 "Advertiser" means the person, firm or company and their agents or assigns who wishes the Publisher to publish an Advertisement;

1.3 "Media Pack" means the document/web pages which incorporates the Publisher's rate card in effect for the time being and includes, among other matters, publication dates and deadlines and technical data;

1.4 "Publication" means any paper in or with which the Advertisement is to appear or has appeared and includes any supplement or magazine or other printed matter for which no charge is made to its recipient and which is published whether regularly or occasionally as part of, or in association with, therewith;

1.5 "Luton Borough Council (LBC)" means the Publisher.

2. LBC has final approval on the choice, form and content of advertisements appearing in the Publication and reserves the right to reject any particular 'copy' or layout or to decline an application for space at any time.

3. LBC will not be bound by any standard or printed conditions furnished by the Advertiser in any documents unless the Advertiser specifically states in writing, separately from such terms that it intends such terms to apply and LBC acknowledges such notification in writing.

4. The Advertiser hereby agrees to indemnify LBC in full against all actions, costs, claims or demands arising from or as a result of the publishing of any advertisement placed by the Advertiser.

5. No advertisement can be printed without a completed order form, an approved PDF proof and payment in advance (unless otherwise agreed by LBC).

6. A PDF proof of every advertisement will be sent to the Advertiser who will be responsible for checking and making any necessary amendments within the time allocated for this purpose. Any amendments should be printed clearly to avoid confusion.

7. LBC accepts no liability whatsoever for any error, omission or misstatement in any advertisement(s) published.

8. LBC may at its sole discretion omit or suspend any Advertisement at any time upon reasonable grounds in which circumstance the Advertiser shall have no claim against the Publisher. In the event of omission or suspension of an Advertisement the Advertiser will be notified as soon as possible. If the omission or suspension is due to the fault of the Advertiser, payment for the Advertisement will be due in full. The Advertiser must supply copy instructions unasked. Unless copy instructions are received the Publisher reserves the right to publish only the Advertiser's name and address. The full Advertisement price will be payable.

9. Once an advertisement has been booked LBC is not liable to refund any of the advertising fee to the Advertiser.

10. Amendments made to advertisements after the Advertiser has approved the PDF proof will incur additional costs to the Advertiser.

11. If an advertisement is omitted from the publication in error, LBC shall be under no liability other than to make a refund of the advertisement charge or part thereof.

12. The Advertiser warrants that any information supplied in connection with the Advertisement is accurate, complete and true and complies with all advertising legislation.

13. In respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy.

14. All cancellations of any Advertisement booked by the Advertiser shall be required to be cancelled in writing and received by LBC no later than the published booking deadline for the respective edition of the Publication displayed in the Media Pack.

15. It is the responsibility of the Advertiser to check the correctness of the Advertisement (and of each insertion of the Advertisement if more than one).

16. LBC shall have the right to change its scale of advertisement rates at any time. On revision the Advertiser may cancel any outstanding orders but future orders shall be subject to the revised charges.

17. Invoices rendered by LBC shall be paid within twenty eight (28) days from the date of the invoice and if they remain unpaid will bear interest at a rate of 4% above the Co-operative Bank plc base rate from the due date until payment is made.

18. All matters affecting the placing of the Advertisement and the Conditions shall be subject to the Laws of England and to the jurisdiction of the English Courts.