

CONDITIONS OF ACCEPTANCE

1. In these Conditions 'Advertiser' should mean advertising agency where an advertising agency is used and in any other case it shall mean the person, firm or company and/or its agent placing the order for an insertion of an advertisement: and where an advertising agency is used the relationship between The Chartered Trading Standards Institute and the agency is that the order is and shall be treated as issued by the advertising agency as a principle and there shall be no contract between the agency's client and The Chartered Trading Standards Institute, nor shall the agency's client be able to claim upon the contract of the agency with The Chartered Trading Standards Institute.
2. I accept that The Chartered Trading Standards Institute may undertake certain checks, in connection with any booking, and I hereby give my explicit consent (in accordance with Schedule 3.1 of the Data Protection Act 1998) for them to make enquiries of my local Trading Standards office (or other 'Home Authority', if applicable), and conduct searches of ts Interlink (Trading Standards internal information service), Credit Reference Agency databases, etc for the purpose of identifying any adverse trading history against me.
3. Advertisements are accepted subject to copy and illustrations being in accordance with the standards of The Chartered Trading Standards Institute and subject to space being available and subject to status of Advertiser itself. The Chartered Trading Standards Institute reserves the right to refuse an advertisement.
4. Any bookings made verbally by the Advertiser shall be conditional upon and subject to acceptance by The Chartered Trading Standards Institute pursuant to clause 2.
5. The Chartered Trading Standards Institute has at its absolute discretion the right to omit, suspend and change the position of any advertisement accepted for insertion and the right to make any alteration it considers necessary or desirable in an advertisement or to require copy to be amended to meet its approval.
6. The Chartered Trading Standards Institute will not be liable for any loss or damage direct or consequential whether occasioned by negligence or otherwise save in cases occasioned by the direct act of The Chartered Trading Standards Institute in which case compensation may be negotiated up to a maximum of the cost of the space booked and paid for by the Advertiser.
7. All orders are accepted at the Advertiser's risk. The Chartered Trading Standards Institute will not accept responsibility for loss of circulation or ineffectiveness of any issue owing to circumstances beyond its direct control.

8. Advertisement rates are subject to increase at the end of each year. Advertisers have the option to cancel without surcharge or continue at the revised rates.
9. The Chartered Trading Standards Institute will not be bound by notice of stop orders, cancellations or transfers of advertisements received less than twelve weeks before the date of insertion.
10. If an Advertiser cancels the balance of a contract except in the circumstances set out in clause 6 they relinquish any right to any series discount to which they were previously entitled and those advertisements which do not appear will be charged for at the appropriate rate.
11. Where the Advertiser had undertaken to supply material for advertisement/insert and such material has been accepted by The Chartered Trading Standards Institute, we reserve the right to charge the full rate agreed for the advertisement/insert if such material fails to arrive at the agreed time, place or in suitable condition for insertion and in the case of advertisements to repeat the most appropriate copy. Copy must be supplied without application from The Chartered Trading Standards Institute.
12. The Chartered Trading Standards Institute will not be liable for any damage or loss of any material supplied for the purpose of an advertisement caused by negligence or otherwise.
13. Any matter of complaint arising out of the publication of an advertisement must be raised in writing with The Chartered Trading Standards Institute.
14. The Chartered Trading Standards Institute reserves the right to request mail order advertisers to complete the Advertiser's undertaking.
15. The Advertiser shall indemnify against any claim, cost, loss, damage and/or expenses which The Chartered Trading Standards Institute may incur as a direct or indirect consequence of The Chartered Trading Standards Institute publishing the advertisement in accordance with the copy instructions supplied by the Advertiser in any case where a claim is made against The Chartered Trading Standards Institute and where an Advertiser may ultimately be liable under the terms hereof, notice in writing shall be given to the Advertiser in order that consultation shall take place before any expense is incurred or the claim settled defended or otherwise disposed of to the Advertiser's detriment.
16. Unless payment is to be made in advance, accounts shall be paid not later than the fifteenth day of the month following that in which the advertisement appears. The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of account.
17. The Chartered Trading Standards Institute reserves the right to charge interest on any monies due which shall be in arrears and unpaid. Such interest will be calculated at the rate of statutory interest, in accordance with the Late Payment of Commercial Debts (Interest) Acts 1998.

18. Payments, which are to be made in advance, must be received by The Chartered Trading Standards Institute two weeks before copy deadline for the issue in question.
19. Charges will be made to the Advertiser where the printers are involved in extra production work owing to acts or defaults of the Advertiser. These charges will be at rates agreed prior to publication
20. The placing of an order for the insertion of an advertisement in any of The Chartered Trading Standards Institute's publications shall constitute
 - (a) an undertaking by the Advertiser to The Chartered Trading Standards Institute that an advertisement/insert:
 - (i) Complies (if relevant) with all relevant UK legislation (including any statutory re-enactment or modification thereof), The Financial Services Act 1986 and any other relevant legislation;
 - (ii) Does not contain material that is illegal or defamatory or an infringement of any other parties rights;
 - (iii) Is legal, decent, honest and truthful so as to comply with the British Code of Advertising Practice (for the time being in force) and other codes under the general supervision of the Advertising Standards Authority.
 - (b) And acceptance that any conditions stipulated on any other order form or elsewhere by an Advertiser shall be void in so far as they conflict with the above conditions.
20. All gross advertising rates are subject to a 0.1% Advertising Standards Board of Finance surcharge, payable by Advertisers. When orders are placed by advertising agents the agency will be responsible for collection and paying these surcharges. Where direct advertising is placed, The Chartered Trading Standards Institute will collect the surcharge and pass it on to the Advertising Standards Board of Finance.
21. Where The Chartered Trading Standards Institute provides a Reader Reply Brochure Service for the benefit of its readers, it shall not be under any obligation to pass such enquiries on to the Advertiser.

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