

Conditions of acceptance by Bandwidth Communications Ltd for What's On Stage Magazine & Whatsonstage.com

1. These conditions shall apply to all advertisements accepted for publication. Any other proposed condition shall be void unless incorporated clearly in written instructions and specifically accepted by Bandwidth Communications Ltd.
2. All advertisements are accepted subject to approval by Bandwidth Communications Ltd of the copy, and to the space being available.
3. Bandwidth Communications Ltd reserves the right to refuse, omit or suspend an advertisement at any time, with or without explanation, and in such cases no claim on the part of the advertiser for damages or breach of contract shall be accepted. Should such omission or suspension be due to the Advertiser or his agents, then the space reserved for the advertisement shall be paid for in full.
4. If Bandwidth Communications Ltd considers it necessary to modify the space or alter the date or position of insertion or make other alterations, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond the control of Bandwidth Communications Ltd.
5. Every care is taken to avoid mistakes, however Bandwidth Communications Ltd will not be liable for loss or damage due to error, late publication, imperfect reproduction or non-appearance of an advertisement. Substantial error or serious fault in reproduction may be grounds for allowance or refund of part or all of the cost of the advertisement, provided this is not due to the act or default of the Advertiser or his agents. In no circumstances will such an allowance exceed the value of one insertion of the advertisement. No claim for incorrect insertion will be considered unless it is notified in writing.
6. The Advertiser warrants: (i) that the advertisement contains no incorrect information, does not contravene any Act of Parliament nor is in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice (ii) that the use of any copyright text, photographs, illustrations etc. included in the advertisement is authorised, and that s/he is responsible for any payments due to the copyright holder
7. The Advertiser will indemnify Bandwidth Communications Ltd fully in respect of any claim made against Bandwidth Communications Ltd arising from an advertisement.
8. If an Advertiser cancels the balance of a contract, except in the circumstances set out in Clauses 4 or 8 above, s/he relinquishes the right to any series discount to which s/he may have been previously entitled and advertisements must be paid for at the appropriate rate.
9. Payment on credit accounts is due one calendar month following the day on which the advertisement has first appeared. Where payment is not made by the due date, Bandwidth Communications Ltd reserves the right to charge interest on the amount at 15% per annum and suspend any series booking. The major credit cards are accepted as payment, together with cheques supported by a suitable cheque guarantee card or those drawn on a company account.
10. At least one week's written notice prior to issue date is required to cancel a booked advertisement. A charge may be made for any production work carried out prior to cancellation.
11. In the event of an advertisement being booked by an advertising agency or other third party, on behalf of a client that agency or third party will be liable for the payment of the invoice should the client default on payment. The third party or agency warrants that it will take all reasonable steps to assist Bandwidth Communications Ltd and its agents in recovering monies owed.
12. If new copy instructions are not received by the agreed date, Bandwidth Communications Ltd reserves the right to repeat the most appropriate copy. Please note that proofs cannot normally be supplied, nor corrections to supplied copy guaranteed to be made.
13. For the purpose of these conditions, "Advertiser" shall refer to the Advertiser or his Agent, whichever is the principal.
14. Advertisers must supply Bandwidth Communications Ltd with a full address and telephone number (land line) at the time of booking. PO Box and mobile numbers alone will not be accepted, although they may be used in the copy.
15. These conditions and all other express terms of the contract shall be governed and construed in accordance with English law, and disputes shall be settled in English courts.