

## **Advertising Terms & Conditions**

YOUR attention is drawn to the following terms and conditions which relate to the placing of advertisements in all media publications owned by Quine Ltd.

Parties to this agreement are the Publisher, Quine Ltd, on the one part, and the Advertiser on the other part. The Publisher's online publication, mobile website, and other media formats provide advertising space and delivery of advertising materials to the public.

## 1. Legal and Ethical Compliance

Advertising copy shall be legal, decent, honest and truthful, and comply with the British Code of Advertising Practice and all other applicable codes. The Publisher reserves the right to amend or cancel any advertisement or campaign that does not comply with current legislation.

### 2. Publisher's Right to Cancel or Amend

The Publisher reserves the right to cancel or alter any advertisement by giving reasonable notice.

#### 3. Confirmation of Order

An order for an advertisement shall be deemed to be made on receipt of the Advertiser's booking confirmation or invoice issued by the Publisher and the Publisher's written acknowledgment of such order.

## 4. Cancellation of Display Advertising

Cancellation of display advertising must be received by the Publisher before the publishing deadline, failing which, the Publisher reserves the right to invoice the customer in full for the whole cost of the advertisement.

#### 5. Jurisdiction

The parties submit to the jurisdiction of the Scottish Courts and Scots Law. In the event of any dispute or action by the Publisher to recover payment from an Advertiser, it is agreed that matters will be settled in the Livingston Sheriff Court or such other Court as the Publisher may choose.

### 6. Publisher's Liability

The Publisher shall not be liable for any loss or damage occasioned by any total or partial failure (however caused) of publication or distribution of any newsletter or edition in which any advertisement is scheduled to appear. In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement, the Publisher will either re-insert the advertisement or relevant part of the advertisement, as the case may be, or make a reasonable refund or adjustment to the cost. No re-insertion, refund or adjustment will be

made where the error, misprint or omission does not materially detract from the advertisement.

## 7. Advertiser Indemnity

The Advertiser/Advertising Agency agrees to indemnify the Publisher in respect of all costs, damages or other charges falling upon the Publisher as the result of legal actions or threatened legal actions arising from the publication of the advertisement in any one or more of a series of advertisements published in accordance with copy instructions supplied by the Advertiser/Advertising Agency.

### 8. Payment Terms

Adverts under the value of £100 must be paid on acceptance of order by the Publisher. All advertising on a credit basis must be agreed with the Publisher in advance.

## 9. Invoicing and Late Payment

Payment of any invoice raised by the Publisher will be due 20 days from the date of invoice or as otherwise directed on the invoice. In the event of non-payment, the Publisher may charge late payment interest at a rate of 2% per day from the due date until the bill is paid. In addition, the Publisher may charge a late payment levy of £20 as an administration fee. The Publisher also reserves the right to disallow any discounts given and to raise an additional invoice for the discount which will be treated as though it has been raised with the original invoice.

#### 10. Editorial Amendments

The Publisher reserves the right to alter any advertisement, if necessary, without consulting the Advertiser, in order that such advertisement might conform to the Publisher's standards of decency, taste, or other relevant matters laid down in any code of practice, the Publisher's current standards, or any applicable rules.

#### 11. Submission Deadlines

The Advertiser shall submit copy for the Advertisement in accordance with deadlines communicated by the Publisher. If the Advertiser submits copy late, the Publisher reserves the right to publish the Advertisement at a time of its choosing.

#### 12. External Links and Content

If an Advertisement links to another website, the Advertiser is responsible for maintaining the link and for the content of the linked-to website. The Publisher may remove any Advertisement which contains content or links to a website which, in the Publisher's discretion, is (or is likely to be) defamatory or objectionable or otherwise likely to bring the Publisher into disrepute. The Advertiser will indemnify the Publisher from and against any claims or liability suffered or incurred by the Publisher arising in any connection from links contained in any Advertisement.

## 13. Complaints and Removals

If the Publisher receives complaints about the content of an Advertisement, it may, at its discretion, remove the Advertisement from display without reference or liability to the Advertiser.

#### 14. Post-Publication Amendments

Should the Advertiser wish for any amendments to the published Advertisement, 14 days' notice must be given.

## 15. Cancellation Fees

If written notice of cancellation is received 14 days before first publication, 25% of the total booking fee is due.

### 16. Late Cancellations

If written notice of cancellation is received 0–13 days before first publication, 100% of the total booking fee is due.

# 17. Multi-Issue Campaigns

Should the Advertiser, part-way through a campaign running over a number of issues, wish to stop or cancel an Advertisement that is being displayed for an agreed period of time in excess of 14 days, the Advertiser must give written notice to the Publisher of its request to stop or cancel the Advertisement. All charges connected with the display of the Advertisement shall, unless otherwise expressly agreed by the Publisher in writing, be non-refundable.

#### 18. Social Media Collaborations

If a collaboration post on platforms such as TikTok or Instagram is agreed in advance of publication, the Publisher reserves the right to withdraw from the collaboration at any point, at their discretion. The Publisher retains full editorial control over content, timing, captioning, tagging, and platform selection.

For any questions or clarifications, please email: gemma@quinemagazine.com