

1. The placing of an order for the insertion of a display Advertisement or paid entry in a printed publication or website ("the Advertisement") shall amount to an acceptance of these Terms and Conditions and any terms and conditions stipulated on an order form or elsewhere by an advertiser or an agency acting on behalf of an Advertiser ("the Advertiser") shall be void in so far as they are in conflict with them unless specifically accepted in writing by Media Business Insight Ltd ("the Publishers"). The Publishers shall have at their absolute discretion the right to refuse, omit, suspend or change the position of the Advertisement accepted for publication and to amend the publication date.

2. Following receipt of a signed order the Advertiser shall deliver the electronic file or hard copy materials of their Advertisement ("the Artwork") in accordance with the instructions below in advance of the copy deadline for printed publications or the start date for internet Advertisements ("the Start Date"). In the event of a failure to do so the Publisher reserves the right to use any previously supplied Artwork. In the event of there being no appropriate copy the Publisher will make up an Advertisement bearing the name and address of the Advertiser which, in the case of an internet Advertisement, may be replaced by the Advertiser once they supply Artwork. Where the Advertiser has booked an insert or bookmark ("the Insert") it will be their responsibility to provide the correct number of Inserts to the correct specification and by the required deadline.

3. The specification for Artwork can be supplied on request. Amendments to print advertising are charged from £50 for mono and £100 for colour. If the Advertiser does not have existing Artwork matching the specification for internet Advertisements then the Publisher will offer a basic design service free of charge. Up to two instructions detailing amendments to the basic design supplied are allowed without charge. All other reasonable costs arising from amendments to, design or production of copy as instructed by the Advertiser, or as required to bring the copy into accordance with the copy instructions, shall be charged to the Advertiser unless otherwise agreed in writing. The minimum cost of any such work will be £50+VAT. All requests for changes must clearly outline the amendments as well as in which of the Publisher's publications the Artwork was previously used. If the Advertiser does not have a logo that can be sent in by email or extracted from their website then they must send a letterhead to the address above for the attention of the Production Department. Any queries with regards to the production and specification of Artwork should be directed to the Production Department via your Sales contact.

4. The Advertiser warrants that; a) all copy submitted to the Publisher for the Advertisement shall be legal, decent, honest and truthful, that it complies with the British Code of Advertising Practice and all other codes under general supervision of the Advertising Standard Authority, that it is not defamatory and in no way infringes the rights of any third party and that it complies with the code of practice of any professional body of which the Advertiser is a member. The Publishers shall have the right to make any reasonable alterations they consider necessary or desirable to the Advertisement, or to require any blocks of copy to be amended to meet their approval. The Advertiser indemnifies the Publisher from any claim or expense that results directly or indirectly from the publication of the Advertisement; and b) no hypertext link from the Advertisement to any Internet site of the Advertiser ("Advertiser's Site") will render the Publisher liable to any proceedings whatsoever; and c) any hypertext link from the Advertisement to the Advertiser's Site shall not affect the ability of any visitor to the Advertiser's Site to return to the previous Internet site he or she had visited.

5. The Publishers shall not be responsible for any loss or damage, consequential or otherwise, occasioned by error in the insertion of or omission to insert the Advertisement, or for any damage to or loss of any files or other Artwork supplied for the purpose of the Advertisement (including but not limited to, loss of profits, loss of revenue, loss of data, loss of goodwill, loss of contracts or loss of opportunity).

6. Cancellation Policy

Should you wish to cancel the publication of an Advertisement you must give written notice to us. In the event that we receive your notice of cancellation more than seven days prior to the Start Date, we shall use our reasonable endeavours to effect the cancellation and ensure the Advertisement is not published. We shall not be liable in the event that we are unable to comply with a request to cancel the publication of the Advertisement for any reason. The following costs remain due on cancellation, and you acknowledge that these charges represent a genuine pre-estimate of our losses:

- if notice of cancellation is received 90 days or more before the Start Date: 50% of total booking fee due; or
- if notice of cancellation is received 89 days before the Start Date: 100% of total booking fee is due.

7. In the event of the Advertisement being placed by an unrecognised agency, the client of the said agency and the agency shall each be party to the contract in the respect of the insertion of the Advertisement and shall be jointly and severally liable to the Publisher in respect of all matters arising under the contract.

8. Invoicing:

Knowledge:

Print Advertising:

Invoices are strictly payable by the Advertiser within 30 days of the publication date.

Web Advertising:

Knowledge web advertising invoices are strictly payable by the Advertiser within 30 days of the invoice date. If the invoice date is after the order start date payment will be due immediately.

KFTV:

Print Advertising:

Invoices are strictly payable by the Advertiser within 30 days of the publication date.

Web Advertising:

KFTV web advertising invoices are strictly payable no later than 30 days prior to the advertising start date.

Any client who has no trading history with MBI/KFTV/Knowledge is required to prepay before the advertising is published/online.

The Advertiser has 10 days from the date of invoice to raise with the Publishers any queries relating to the Advertisement, after which time the invoice will be deemed to be accepted and payable in full. Furthermore, the existence of a query on any individual invoice in an account shall not affect the due dates of the balance of the account. Failure to pay in accordance with this clause shall entitle the Publishers without prejudice to any other rights to terminate the contract immediately in respect of future Advertisements and to charge interest at the rate of 8% per month above the Bank of England base rate together with compensation for debt recovery cost pursuant to the provisions of The Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by The Late Payment of Commercial Debts Regulations 2002.

9. All payments sent to the Publishers must be accompanied by a remittance advice or documentation quoting the account and invoice number to which the payment relates. Where payment is received without any identification or is deemed a duplicate/overpayment said funds will be held on account for a period of 12 months only.

10. Credit notes issued by the Publisher will remain valid for 12 months from the date of issue but if not used during this period will thereafter cease to have any value.

11. Waiver by the Publishers of any of its rights hereunder shall not constitute waiver of any other rights or of any continuing breach and no delay or allowance of time by the Publisher in enforcing any of its rights shall preclude the subsequent enforcement of those rights or of any other rights.

12. These Terms and Conditions and the order to which these Terms and Conditions are attached shall be governed by and construed in accordance with the laws of England and be subject to the exclusive jurisdiction of the English courts.

13. The Advertiser consents to the Publisher contacting them in future by telephone, mail or email.

14. Details of our recently revised Privacy Policy are available at <http://www.mb-insight.com/mbi-privacy-and-cookies-policy.html>. Please review this periodically and contact us if you have any questions regarding Data Protection.