

## Conditions of Acceptance for Advertisements

In these conditions the following words shall have meanings hereby assigned to them: "Publishers" means the Chartered Institution of Civil Engineering Surveyors (ICES) or their agent "Advertiser" means the person or party who books the space and is responsible for payment

1. The Publishers reserve the right to refuse, amend, withdraw or otherwise deal with advertisements submitted on reasonable grounds.
2. All advertisements submitted should comply with the British Code of Advertising Practice, the Trades Descriptions Act 1968 (as amended) and any other Act of parliament, statute, code, regulation or rule established by due authority of the State. All advertisements are accepted on the understanding that any descriptions of any goods or services are true and accurate.
3. The Advertiser shall indemnify the Publishers against those damages arising from the publication of the Advertiser's display, up to the contract price.
4. The Publishers will not be liable for losses or damages arising from any error, late publication or the failure of an advertisement to appear, for reasons or events beyond its control.
5. In no circumstances does the placing of an order by an Advertiser imply or confer the right for the Publishers to accept further orders on similar terms.
6. The Publishers reserve the right to increase or amend advertisement rates at any time and to amend the space or frequency of insertion. In such event the Advertiser will be informed by the Publishers and will have the option of cancelling the balance of the contract without surcharge.
7. In case of cancellation, the Advertiser will hold any cancellation fee/charge as credit to spend with Civil Engineering Surveyor or any other ICES publication/service for a period of 12 months.
8. Discounts for a series of insertions apply only to orders placed in advance of the first insertion.
9. Where an Advertiser is supplying loose inserts to accompany the publication they shall be submitted by date specified and in accordance with the Publishers' directions.
10. All copy must be supplied without application by the Publishers and in the form specified by them in their Production Data statement. Any additional work incurred as a result of the Advertiser's failure to comply with this requirement will be charged for.
11. If no copy instructions are received by the due copy date the Publishers reserve the right to repeat the copy last supplied. Any changes to existing copy requested by the Advertiser must be submitted in writing and by the due copy date. The Publishers reserve the right to charge for any additional expense arising from such changes.
12. Proofs will only be supplied where typesetting, artwork or other origination is carried out by the Publishers on behalf of the Advertiser at previously agreed rates or charges and where copy has been supplied in good time.
13. The Publishers will dispatch to the Advertiser by second class post one voucher copy of the publication for each advertisement placed unless otherwise agreed.
14. The Advertiser will be responsible for insuring all artwork, films, colour separations or other material submitted for publication. The Publishers cannot accept any liability for any loss or damage thereto.
15. The Publishers reserve the right to destroy or otherwise dispose of all artwork, films, colour separations or other material submitted by the Advertiser one year after publication provided that the Advertiser has not given instructions to the contrary.
16. Credit accounts are strictly nett and must be settled within 30 days of the invoice date. Agency commissions will only be granted if accounts are settled in accordance with this term. The Publishers reserve the right to charge interest at a rate of 2 per cent per calendar month from the date of expiration of the said 30 day period. All payments must be made in pounds sterling.
17. Neither the Publisher or the Advertiser shall be liable to each other for any loss or consequential damage caused by or arising from any Act of Parliament, Order in Council, Act of State, strike, civil commotion, insurrection, state of war, fire, flood, force majeure or Act of God or other similar contingency outwith their control.
18. The placing of an order by an Advertiser will be deemed acceptance of these conditions and shall take precedence over any other terms and conditions whatsoever accompanying any order unless amended in writing by the Publishers.