



ADA Gazette

Terms & Conditions 2012 to present

‘Publication’: refers to the ADA Gazette magazine.

‘Publisher’: refers to the Association of Drainage Authorities as sole publisher.

‘Recipient’: refers to an individual and/or company who receives a copy of the ADA Gazette.

‘Author’: refers to the individual and/or company who wrote and/or submitted an article for publication.

‘Advertiser’: refers to the individual and/or company who places an advert order. This may include an agent representing and/or carrying out actions on behalf of the Advertiser.

A) General

1. The Publication is the sole property of the Publisher.
2. The Publisher holds the right to stop distribution to any Recipient if deemed necessary.
3. Advertisers are entitled to receive two hard copies of the Publication.
4. Advertisers may request to receive additional copies of the Publication but are issued at the Publisher’s will.
5. Charges will be made to the Advertiser where the printers are involved in extra production work owing to acts or defaults of the Advertiser or his agents. These charges will be in accordance with the printer’s rates current at that date.

B) Articles

1. The Publisher holds the right to refuse any article copy.
2. Each article submitted by an external Author for publication is reviewed by the Publisher and may be edited if necessary.
3. The Publisher holds the right to remove any submitted content if deemed to be incorrect, offensive or unsuitable.
4. Articles submitted by any external Author to the Publisher are of the opinion of the Author and do not necessarily reflect the opinion of the Publisher.
5. The Publisher cannot accept liability for any errors due to inaccurate copy instructions.

C) Advertising

1. Advert spaces are sold on a first come first serve basis.
2. Once the Publication is deemed to be full no more advert orders may be placed.
3. If the Publisher considers it necessary to modify the space or alter the date or position of insertion, the Advertiser will have the right to cancel if such arrangements are unacceptable, unless such changes are due to an emergency or circumstances beyond the Publisher's control.
4. The Publisher reserves the right to refuse any advertisement submitted for publication.
5. The Publisher reserves the right to amend advertisement copy where absolutely necessary.



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D) Prices

1. Adverts are priced as standard by the Publisher and can be found on the *Advert space order form* and on the ADA website: www.ada.org.uk.
2. Advert prices are liable to change at the will of the Publisher.
3. Advert orders placed before the price change may be liable to incur the price change.

E) Cancellations

1. The Advertiser holds the right to cancel any advert orders placed.
2. Cancellations must be completed before the issue's submission deadline (stated on the ADA website: www.ada.org.uk and on the *Advert space order form*) or a cancellation fee may occur.
3. A cancellation fee will be 10% of the advert order placed or £10, depending upon whichever is greatest.
4. If the Advertiser incurs a cancellation fee then the invoice will be submitted on the publication date. The cancellation fee invoice will follow the 30 day payment condition. Any cancellation fee not paid within 30 days of the invoice date may be liable to an additional late payment fee (stated below).

F) Invoices

1. Invoices are issued on the date of publication.
2. VAT will be included to the prices of adverts and any other additional fees/penalties at the national rate current to the date of invoice.
3. If an invoice is not received by the Advertiser within 7 or more days of the publication date it is up to the Advertiser to state this to the Publisher in order to potentially delay a late payment penalty.

G) Payment

1. Invoices must be paid within 30 days from date of invoice.
2. Invoices are addressed to the individual who places the order. However, the company the individual and/or agent represents is liable to pay the invoice if the individual/agent is no longer part of the company or can no longer pay the invoice.
3. Failure to make payment with the agreed terms will incur a late payment penalty of 5% or £25, depending on whichever is greatest.
4. By completing the booking form, you are placing an order and agreeing to these terms.
5. Payments should be made to the Association of Drainage Authorities as instructed on the invoice.
6. Payment for all advertising is due on receipt of a booking form, unless otherwise agreed in writing or email.