

Terms and Conditions

All adverts are accepted by **The Pioneer** on the understanding that they are copyright free and are not subjected to third party copyright. This includes any images, logos, photos, trade logos, clip art or any other content that is used in the advert. If any copyright exists, the advertiser accepts that it is their responsibility to ensure they have the right to use any images, logos, photos, trade logos and clip art. The advertiser will acquire any necessary permissions for the use of any images, logos, photos, trade logos, clip art or any other content that is used in their advert/editorial/article/any other content. Evidence of this permission must be provided to The Pioneer on request.

Any logos/images/photos supplied should be a minimum of 300dpi. Any adverts supplied in JPEG, PDF or any other pre-prepared format will be inserted into **The Pioneer** as supplied and will be assumed not to require copy approval. These files should be supplied at a minimum of 300dpi. No responsibility can be taken for the print quality of any advert supplied at a lower resolution. These files may be re-sized to fit the appropriate space.

The advertiser must send the copy for their advertisement to **The Pioneer** before the copy deadline date (10th of the month preceding the delivery of the first two monthly batch). If the advertiser has requested that their advert/ editorial be written or designed by **The Pioneer**, it is the advertiser's responsibility to ensure that they give **The Pioneer** the correct information about their business ie contact details, prices, descriptions etc.

There is a design fee for professional building of adverts and artwork carried out by **The Pioneer** on the advertiser's behalf as per price list.

It is the advertiser's responsibility to check the advert and ensure that it is correct at copy approval stage. No responsibility will be taken by **The Pioneer** for any errors subsequently identified (i.e. after copy approval).

Any advert/editorial/article/design which **The Pioneer** has created for the advertiser's business cannot be used in another publication or advertising medium (e.g. website) without the written approval of **The Pioneer**. If the advertiser wishes to use any other advert/editorial/article/design which the Pioneer has created but not for the use of the advertiser, a fee will be payable to **The Pioneer** if an advertiser wishes to re-use an advert/editorial/article/design in this way.

The Pioneer reserves the right to refuse/edit advertisements at its discretion.

The Pioneer is printed once every two months. For example, March and April's editions are printed in February. Therefore once the advert is received, the advert cannot be adapted in any way until the next print is to take place. For more information on printing dates, contact **The Pioneer**.

The Pioneer gives no guarantee of the level of response to adverts/editorial/articles etc. **The Pioneer** is unable to offer a refund if no responses are received. For the best chance of success, it is recommended that an advert is placed in six or more issues.

The minimum package that can be taken is a two month package (This does not apply to adverts that are of 1/4th and 1/8th size). An advertiser agrees that they will pay for a minimum of two months subscription. If the advertiser changes their mind after one month, they will still be responsible for the cost of the two month's minimum subscription. All further subscriptions must be taken out on a minimum of two months.

All adverts that are of 1/8th or 1/4th page are only available for a minimum of 6 month subscriptions. In the event that an advertiser wishes to cancel their subscription, the full amount of the 6 month contract must be paid by the advertiser whether they wish their advert to be used or not. Once the six month contract has been entered into and the first publication has taken place, the advertiser agrees to pay the full six month subscription whether the advert is cancelled or not.

All adverts that are of 1/2 page or full page can be taken on a minimum of 2 months subscription. If a six month subscription was taken out, the advertiser will be offered a discounted price. If any cancellation of the six month subscription was to take place, the advertiser would be liable to pay an additional fee for all of the adverts taken prior to cancellation as if the discount did not apply. For clarification, any adverts that have taken place prior to cancellation will be charged at the full monthly rate. No discount rate will apply.

Any advertisement can be cancelled without any cost to the advertiser if it is cancelled prior to any publication taking place. Once the first publication has occurred, this right no longer exists. Once an advertising package has been confirmed and printing has taken place, no refunds can be given if the advertiser subsequently decides that they wish to cancel the advertising package.

Full payment is required by the 20th of the preceding month to the issue being printed to ensure publication of the advert. Any adverts for which payment has not been received prior to printing will not be published but the payment will still be sought unless notification of cancellation has been received.

Advertisers who pay for their advert by standing order are advised that their advert will be printed in the magazine until such time as they notify **The Pioneer** that they wish to cancel. Standing orders must be set up so that payment is received by **The Pioneer** by the 20th of the preceding month of printing.

It is the advertiser's responsibility to inform **The Pioneer** if they wish to stop running their advert. All cancellations must be done in writing and it is the advertiser's responsibility to ensure that **The Pioneer** has received the written notification. **The Pioneer** will confirm it has received the written notification of cancellation within 5 working days. If no confirmation is sent to the advertiser within the specified time, it will be deemed that **The Pioneer** did not receive the written notification and the advertiser will be dealt with as if no notification of cancellation has taken place. Notification of cancellation must be received by the 7th of the month preceding print. (see Copy Deadlines). If the advertiser cancels their standing order without telling **The Pioneer** by post or email and the advert is published, the advertiser will be invoiced separately for the advertising cost. No cancellations will be accepted on the 1st, third, or five etc month of publication. The advertiser accepts that the Publisher is printed on a two month rolling basis, and accepts that any cancellation can only take place following the 2nd, 4th, 6th etc month. If an advertiser cancels the advert during the 2 month rolling cycle, they agree to pay for the full two months.

Advertisement bookings in 6 issues or more may be paid by monthly standing order. For a standing order form, contact the Pioneer on 01543 453591. If you wish to cancel your standing order, you must inform the Pioneer in writing by the 7th of the preceding month by post or email. Any cancellation must be done in line with the above paragraph which deals with notification of cancellation.

If the advertiser has made a booking based upon a six or twelve month discount package, they may cancel in accordance with the above clause but they will be liable to pay an additional fee for all of the adverts taken prior to cancellation as if the discount did not apply. For clarification, any adverts that have taken place prior to cancellation will be charged at the full monthly rate. No discount rate will apply.

All invoices are payable within 7 days of the date stated on the invoice or by the date stated on the order confirmation form, whichever is sooner and in no circumstances shall the advertiser be entitled to make any deduction or withhold payment for any reason at all.

If the advertiser has booked an advertisement for three issues or more and ceases trading during this period, it is the advertiser's responsibility to contact **The Pioneer** to remove the advertisement. If they have paid in advance, the advertiser will receive a refund for the outstanding bookings, less an admin fee of £5.

If the advertiser fails to pay the invoice price by the due date the advertiser shall not be allowed any discount given in that invoice or in any other way agreed and shall pay interest on any overdue amount from the date of which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of 4% p.a. over the base rate from time to time quoted by National Westminster Bank plc and shall reimburse to **The Pioneer** all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

The Pioneer may use debt collection agencies and other third parties to collect monies owed to **The Pioneer**.

Note: Where the term advert/advertisement is used this means any advertisement, editorial, article, or any other material (e.g. community content) supplied for publication.

These terms and conditions are subject to English law and the exclusive jurisdiction of the English courts.



Pioneer Publishing Ltd 06903476