

THE ROYAL SOCIETY OF CHEMISTRY

COMMERCIAL ADVERTISING TERMS OF BUSINESS – APRIL 2001

Incorporating the standard conditions of The Periodical Publishers Association

1. These conditions shall apply to all advertisements accepted for online or print publication. Any other proposed conditions shall be void unless incorporated clearly in written instructions and specifically accepted by the publisher.
2. Advertisements are accepted for publication at the sole discretion of the Publisher.
3. Advertisements are accepted subject to the Publisher's approval of the copy and to the space being available.
4. Advertisements for direct response mail order products or services are accepted subject to the provisions of the Mail Order Protection Scheme.
5. The Publisher reserves the right to omit or suspend any advertisement at any time, a. for good reason or b. if at the time of booking of the advertisement the Advertiser has not disclosed the identity of its client and of the product or services which are to be the subject matter of the advertisement in which case no claim on the part of any Advertiser for damages or breach of contract shall arise.
6. If the Publisher considers it necessary to modify the space or alter the date or position of insertion or make any other alteration the Advertiser will have the right to cancel if the alterations requested are unacceptable unless such changes are due to an emergency or circumstances beyond the Publisher's control.
7. Specific insertion dates are not guaranteed unless such guarantee is expressly given in writing by the Publisher. The Publisher does not accept any responsibility for any loss or damage resulting from the failure of an advertisement to appear on a specified date.
8. Every care is taken to avoid mistakes, but the Publisher cannot accept liability for any errors due to third parties, subcontractors or inaccurate copy instructions.
9. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any way illegal or defamatory or an infringement of another party's rights or an infringement of the British Code of Advertising Practice.
10. The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement. The Publisher will consult the Advertiser as to the way in which such claims are to be handled.
11. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the next issue to go to press or to go on-line. In the event of a rate increase the Advertiser shall have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.

12. If an Advertiser cancels the balance of a contract except in the circumstances set out in clauses 6 or 11 above they relinquish any right to any series discount to which they were previously entitled and advertisements will be paid for at the appropriate rate.
13. Upon the failure of an Advertiser to deliver inserts at the time and place agreed the Publisher reserves the right to impose the agreed charges.
14. Commission of 10% may be granted to PPA-recognised Advertising Agencies.
15. Discount of 10% may be granted to Recognised Publishing Houses on direct space bookings in the Publisher's periodicals but not on orders for direct mail advertising.
16. Payment of account is due upon receipt of invoice. Failure to settle accounts within 30 days of the invoice date may result in the reduction of all or in part of any commission or discount otherwise allowable. In addition, interest at the rate of 2% per month may be charged on outstanding accounts.
17. All gross display advertising rates are subject to the current Advertising Standards Board of Finance - ASBOF - surcharge payable by the Advertiser. Where advertisements are placed by an Advertising Agency that Agency will be responsible for the collection of this surcharge and payment to the Advertising Standards Boards of Finance. Where the Advertiser places advertising direct the Publisher will surcharge its gross rate by the current ASBOF rate and pass this directly to the Advertising Standards Board of Finance.
18. Charges will be payable by the Advertiser or his Agent where extra production work is required owing to acts or defaults of the Advertiser or his Agent. These charges will be at rates agreed prior to publication.
19. Complaints regarding reproduction of advertisements must be received in writing within one calendar month of the publication date.
20. At least 6 weeks' notice prior to publication date is required to stop or suspend a monotone insertion. At least 8 weeks' notice prior to publication date is required to stop or suspend a colour insertion.
21. If copy instructions are not received by the agreed copy date no guarantee can be given that proofs will be supplied, or corrections made and the Publisher reserves the right to repeat the most appropriate copy.
22. An Advertiser's property, artwork, etc, is held by the Publisher at Owner's Risk and should be insured by him against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been in his custody for twelve months from the date of its last appearance.
23. Copyright subsisting in advertising material prepared by the Publisher on behalf of an Advertiser is the property of the Publisher.
24. For the purpose of these Conditions "Advertisers" shall refer to the Advertiser or his Agent whichever is the principal. "Advertisement" includes loose bound or bound inserts where appropriate.
25. These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.