

## Terms & Conditions

### Definitions:

**The Design Department** – Raw Business Limited, 'RAW Business' Magazine Design Department.

**The Advertiser** – Company or persons placing the advertisement.

**Advertising Agency/Agent** - Company or person instructed to act on behalf of the advertiser

**Start Date** - Agreed date from which the first advertisement will be placed.

**Copy Date** - Agreed deadline to supply advertising materials by.

- 1.** These conditions shall apply to all advertisements accepted for publications within the Raw Business Limited On-Line and printed Magazine 'RAW Business'. Any other proposed condition shall be void unless incorporated clearly in written instruction and specifically accepted by the Design Department.
- 2.** All advertisements are accepted subject to the Design Department's approval of the copy and to the space being available.
- 3.** The Design Department reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage or breach of contract shall arise.
- 4.** The Design Department may consider it necessary to modify the space or alter the date or position of insertion or make any other alteration if such changes are due to an emergency or circumstances beyond the Design Department's control. Every care is taken to avoid mistakes but the Design Department cannot accept liability for any errors due to third parties, subcontractors or inaccurate copy instructions.
- 5.** The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British code of Advertising Practice. Country of origin (other than the United Kingdom) of goods advertised must be shown in advertisements if so required by statute or statutory or other regulations.
- 6.** Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Design Department only in respect of the next issue to go to press. In the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.
- 7.** If an Advertiser cancels the balance of a contract he relinquishes any right to that series discount to which he was previously entitled and advertisements will be paid for at rate card.
- 8.** Accounts are due for immediate settlement, artwork must be supplied by the advertiser prior to the Copy Date (such deadlines will be provided by the Design Department).
- 9.** Advertisement copy should be supplied by the Advertiser or his Agent in accordance with the information provided by the Design Department. Charges may be made to the Advertiser or his Agent where extra production or design work is required. The advertiser will be notified before publication of the magazine.
- 10.** If copy instructions are not received by agreed Copy Date no guarantee can be given that proofs will be supplied and the Design Department may, in some circumstances, have to insert a house advertisement. No refund will be given in this circumstance.
- 11.** Advertisers' property, artwork, etc, are held at Owner's risk and should be insured by them

against loss or damage from whatever cause. The Design Department reserves the right to destroy all artwork, which has been in his custody for twelve months from the date of its last appearance.

**12.** These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

**13.** Pricing - All prices are subject to change without prior notice. However, we endeavor to regularly update all publicly available sources of price information to ensure that you have accurate information available to you when you order. The description and price of advertisements will be confirmed when the order is placed and an invoice will be duly issued.

**14.** Dependence on our Products The contents of any of our Products do not constitute advice and should not be relied on in taking, or refraining from taking, any decision or action.

**15.** Data Protection We may use personal information which we hold about you to provide our products and services to you, for credit control and market research purposes and to inform you about our products and services, legal developments and training sessions or events which we believe may be of interest to you. If you do not wish to receive information from us, please email [admin@rawbusiness.com](mailto:admin@rawbusiness.com). You have the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998), which we hold about you. We are registered with ICO -Information Commissioner's Office (previously; the Data Protection Agency) Reg: Z1803020

**16.** Refund Policy –

**16.1** - The necessary fee shall be made payable to "Raw Business Limited" from whom all transaction invoices will be issued.

You agree to pay for our service:

**16.2** - If paying, by way of payment from a debit or credit card which either belongs to you or which you are otherwise authorised to use. We will be entitled to receive payment from the debit or credit card on the same working day of placing an advert with us.

**16.3** - You acknowledge and agree that refunds will be given at the discretion of the Design Department (whether in whole or in part). Once an order has been placed and a subsequent refund request has been made, any studio time used may be charged to the buyer and such refunds will be given at the discretion of the Design Department (whether in whole or in part).

**16.4** - If applying by way of cheque, credit or debit card payable in advance ('the Advance Payment'). You acknowledge and agree that in no circumstances will the Advance Payment be refundable by us (whether in whole or in part).

**16.5** - It is your responsibility to ensure that we receive prompt payment, as we will not be held responsible for payment not being received.

**16.6** - Failure for our artwork department receiving your advert instruction on the set deadline will not be considered grounds for a refund. Should we receive late artwork we can make no guarantees that we will be able to include your advert in the agreed edition. We may at the discretion of the management offer you an advert in the next available edition.

**17.** Any changes We reserve the right to amend these Terms and Conditions.

**18.** Governing Law and Jurisdiction Contracts for the supply of Products between us will be concluded in the English language, shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.