

# Advertising with ICS Publications

## Terms and Conditions of Acceptance

### Section A – Standard Terms and Conditions

The following Terms and Conditions apply to all orders accepted for advertising (or other specified services) within The Publication (or other specified resources) directly owned and controlled by the Institute of Customer Service (ICS).

#### 1. Definitions

1.1 For the purpose of these Terms and Conditions:

'Advertisement' means matter to be printed on a page of The Publication or Inserts.

'Advertising Order Form' means the order form submitted by The Client to ICS for Advertisements or Inserts.

'The Cap Code' means the British Code of Advertising, Sales Marketing and Direct Marketing.

'The Client' refers to the company or individual (if not an authorised representative of a company) who places the distribution contract with ICS.

'ICS' means the Institute of Customer Service (registered in England and Wales under number: 03316394) whose registered office is at 2 Castle Court, St Peter's Street, Colchester, Essex CO1 1EW.

'Inserts' means Advertisements to be inserted inside The Publication.

'The Publication' means *customerfirst*, the official ICS magazine for Members.

'Media Pack' means the document supplied to The Client by ICS which contains key details for advertising in The Publication.

'Members' means any individual or organisation who has joined ICS for a specified period.

'Publishing Date' means the date that The Publication is to be published on as previously notified to The Client by ICS.

'Working Day' means any day other than a Saturday, Sunday or public holiday.

'Subscribers' means any individual or organisation paying an annual subscription for copies of The Publication.

#### 2. Appearance

2.1 ICS has the right at its discretion to decline to publish, or to omit, suspend or change the position of, any Advertisement otherwise accepted for inclusion in The Publication. However, ICS will use reasonable efforts to comply with the wishes of The Client.

2.2 ICS reserves the right to amend any advertising material to ensure that it meets with ICS style guidelines.

#### 3. The Publication

3.1 The Publication will usually be distributed to Members and Subscribers within 5 Working Days of the Publishing Date.

3.2 The latest edition of The Publication will also be circulated at exhibitions attended by ICS and conferences hosted by ICS

3.3 Whilst every effort will be made to complete distribution of The Publication in the timescale advised in 3.1 above, unforeseen circumstances may occasionally cause delay to the distribution of The Publication and time for distribution shall not be the essence of the contract.

3.4 ICS reserves the right to amend the timing and/or completion of any distribution of The Publication.

3.5 Advertising within The Publication cannot imply any guarantee of consumer response and ICS offers no claims or guarantees with regards to response or awareness levels.

#### 4. Mechanical Data

4.1 Unless otherwise agreed or specified by ICS, final copy should be received at ICS for the attention of the Field Support Team.

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- 4.2 Unless otherwise agreed or specified by ICS, final copy should be received by ICS 20 Working Days prior to the Publishing Date.
- 4.3 Final copy should be provided in accordance with the mechanical data as outlined on the Advertising Order Form or in the Media Pack, a copy of which is available from ICS.
- 4.4 ICS cannot accept responsibility for errors in copy which are subsequently published but will endeavour to advise The Client when such errors are identified.
- 4.5 The Advertising Order Form must be completed before an order is provisionally accepted by ICS.
- 4.6 ICS reserves the right to make an additional charge or to refuse to accept any Advertisement that does not meet the criteria set out in 3.1 to 3.5 above, at its absolute discretion.

### 5. Cancellations and Alterations

- 5.1 Notice of at least 15 Working Days (prior to the Publishing Date) must be given, and acknowledged by ICS, for any cancellation or alteration to an Advertisement.
- 5.2 If such notice is not provided, ICS reserves the right to levy a cancellation charge and recover reasonable costs related to the planned Advertisement.

### 6. Content

- 6.1 All Advertisements are accepted for publication subject to approval of the Advertisement's content by ICS. ICS may, without derogation from the warranties contained in condition 6.2 below, refuse or require to be amended any artwork, materials and copy for or relating to an Advertisement so as:
  - 6.1.1 To comply with the legal or moral obligations placed on ICS or The Client;
  - 6.1.2 Or to avoid infringing a third party's rights, The Cap Code and all other codes under the general supervision of the Advertising Standards Authority.
- 6.2 The Client warrants:
  - 6.2.1 That the reproduction and/or publication of the Advertisement by ICS as originally submitted or as amended pursuant to Condition 5.1 above will not breach any contract or infringe or validate any copyright, trademark or any other personal or proprietary right of any person or render ICS liable to any proceedings, whatsoever;
  - 6.2.2 Any information supplied in connection with the Advertisement is accurate, complete and true;
  - 6.2.3 In respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographs or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified The Client has obtained the authority of such living person to make use of such name, representation and/or copy;
  - 6.2.4 In relation to any investment Advertisement, The Client is, or its contents have been approved by an authorised person within the meaning of the Financial Services Act 1986 or the Advertisement is otherwise permitted under that Act;
  - 6.2.5 The Advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutory recognised regulatory authorities and the law of the European Economic Community) for the time being in force or applicable in the United Kingdom; and
  - 6.2.6 All advertising copy submitted to ICS is legal, decent, honest and truthful and complies with The Cap Code and all other relevant codes under the general supervision of the Advertising Standards Authority.

### 7. Advertising Contract Queries

- 7.1 In the event of any complaint, claim or query arising from the publication of an Advertisement, ICS undertakes to investigate such queries, provided that they are reported within 10 Working Days from the Publishing Date and that sufficient information is made available (e.g. The Client, nature of complaint). The results of any such investigations will be reported to The Client within a reasonable time scale. Such complaint, claim or query shall not affect the liability of The Client for payment by the due date of ICS's, charges for that and all other advertisements.

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7.2 In the event that an Advertisement is omitted from The Publication by the error of ICS and such error has been identified and substantiated, this will be rectified by subsequent inclusion in the next edition of The Publication and this will be considered as fulfillment of the contract. If this is not practicable, then credit will be offered to The Client in direct proportion to the financial value of the advertising contract. Under no circumstances will ICS accept any liability in excess of the value of the advertising contract to ICS.

### 8. Payment and Price

- 8.1 ICS invoices relating to advertising contracts shall be paid by The Client (together with any applicable Value Added Tax, and without any set-off or other deduction) within 10 Working Days of the date of ICS invoice or according to the credit terms otherwise agreed with The Client.
- 8.2 If payment is not made on the due date, ICS shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount at the rate of 4 % above the base rate from time to time of Lloyds TSB Bank plc from the due date until the outstanding amount is paid in full.
- 8.3 In the event of a query or dispute concerning any part of an advertising contract and/or invoice, such part will be treated as severable from the remainder of the contract and/or invoice and the balance of the invoice shall be settled promptly in accordance with these Terms and Conditions.
- 8.4 Unless otherwise stated, the price quoted applies only to the publication of the Advertisement and does not include design or any other function.

### 9. Indemnity

- 9.1 The Client will indemnify ICS and agrees to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these Terms and Conditions or implied by law.

### 10. Force Majeure

- 10.1 ICS shall not be liable for any breach of these Terms and Conditions due to circumstances beyond the reasonable control of ICS including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

### 11. General

- 11.1 Additional Terms and Conditions will apply for alternative advertising services that are available with The Publication through ICS – see Section B below.
- 11.2 The placing of an order for the inclusion of an Advertisement shall amount to an acceptance of these Terms and Conditions and any conditions stipulated by The Client shall be void insofar as they are inconsistent with these Terms and Conditions.
- 11.3 No failure or delay by ICS in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver of any breach of these Terms and Conditions by The Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4 Any variation to these Terms and Conditions shall have no effect unless expressly agreed in writing and signed by an Executive Director of ICS.
- 11.5 These Terms and Conditions shall be governed by and construed in accordance with English Law. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the English Courts.

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### Section B – Additional Terms and Conditions – Inserting with The Publication

*These additional Terms and Conditions apply for Inserts into The Publication. These should be read in conjunction with Section A.*

#### 12. Distribution Mechanics

- 12.1 Distribution of the Inserts will take place to Members and Subscribers of The Publication.
- 12.2 Inserts will normally be inserted inside The Publication, however, ICS does reserve the right to deliver Inserts outside of The Publication
- 12.3 Inserts will only be delivered during the initial phase of distribution of The Publication referred to in 3.1 above and not during any subsequent distribution of The Publication, including the circumstances referred to in 3.2 above.
- 12.4 The Client shall deliver the Inserts to the mailing house notified to The Client by ICS and the mailing house shall receive the Inserts no later than 15 Working Days before the Publishing Date.
- 12.5 The distribution figures quoted in the Media Pack are subject to change as new Members and Subscribers continue to join ICS.

#### 13. Delivery Period/Timing

- 13.1 The Inserts will normally be distributed to Members and Subscribers within 5 Working Days of the Publishing Date.
- 13.2 While every effort will be made to complete distribution of the Inserts in the timescale advised in 12.1 above, unforeseen circumstances may occasionally cause delay to distribution and time for distribution of Inserts shall not be of the essence of the contract.
- 13.3 ICS reserves the right to amend the timing and/or completion of any distribution of Inserts.

#### 14. Packaging Requirements

- 14.1 Items should be securely packaged or boxed, in uniform quantities per carton.
- 14.2 Packages/boxes must not exceed an individual weight of 12.5 kg, and each must be clearly marked with the number of copies it contains.
- 14.3 Each package/box should also be clearly marked with the title and/or a copy of the item contained, and clearly specify the version, if items are personalised.
- 14.4 Larger sized items which are to be supplied as bundles must be strongly and securely double-strapped/banded.
- 14.5 All leaflet consignments must be accompanied by a delivery note.
- 14.6 Delivery notes should state the number of boxes, contents per box, total copies, along with the item title and the sender's details.
- 14.7 Delivery companies must ensure delivery notes are signed, dated and timed by the person accepting the delivery.

#### 15. Insurance and Indemnity

- 15.1 ICS indemnifies The Client against any third party claims arising from the action of its staff or agents involved in the distribution of the Inserts.
- 15.2 ICS undertakes to insure The Client's material against all risks while it is in ICS's possession. In the event that any or all of the material for distribution is damaged or destroyed while in the possession of ICS or its agents, ICS's liability is deemed to be strictly limited to the production costs of the material. ICS accepts no liability for any form of consequential loss.