

# Standard Conditions of Acceptance of Advertisements (“Conditions”)

## 1. DEFINITIONS in these Conditions

- 1.1 “the Advertiser” means the person placing with the Publisher the order for insertion of the Advertisement, which expression shall include any advertising agency involved in placing the Advertisement;
- 1.2 “the Publisher” means IPC Media Limited, publisher of the periodical (including any supplement which is published, whether regularly or occasionally, as part of, or in association with, the periodical or as the case may be the website (including any microsite which is published, whether regularly or occasionally, as part of, or in association with, the website) in or with which the Advertisement is to appear or has appeared;
- 1.3 “the Rate Card” means the Publisher’s Rate Card in effect for the time being and may include, among other matters, its scale of Advertisement rates, technical specifications, copy and cancellation deadlines, setting styles and standard conditions;
- 1.4 “an Advertisement” means matters to be printed on the page or separately inserted or as the case may be inserted on the website (including interstitials, banner advertisements and microsites).

## 2. WARRANTIES

### 2.1 The Advertiser warrants that:

- 2.1.1 in relation to an Advertisement the Advertiser contracts with the Publisher as a principal notwithstanding that the Advertiser may be acting directly or indirectly for another party as an advertising agent or media buyer or in some other representative capacity;
- 2.1.2 the advertising copy submitted to the Publisher and/or the reproduction and/or publication of the Advertisement by the Publisher as originally submitted or as an amendment pursuant to Condition 4 shall:
  - 2.1.2.1 not breach any contract or infringe or violate any intellectual property rights including without limitation copyright, trade mark (whether registered or not) or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever;
  - 2.1.2.2 at all times comply with the British Code of Advertising and Sales Promotion Practice including but not limited to ensuring that such material is legal, decent, honest, truthful, accurate, complete and true and complies with all other relevant codes under the general supervision of the Advertising Standards Authority;
  - 2.1.2.3 at all times comply with the requirements of all relevant legislation (including subordinate legislation, rules of statutorily recognised regulatory authorities and the law of the European Economic Community) for the time being in force or applicable in the United Kingdom; and
  - 2.1.2.4 shall not be defamatory, obscene, offensive, abusive, threatening, menacing, harassing, indecent or in breach of confidence, copyright privacy or any other rights.
- 2.2 In respect of any Advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any copy by which any living person is or can be identified the Advertiser has obtained the authority of such living person to make such use of such name, representation and/or copy as made in the said Advertisement.
- 2.3 In relation to any Investment Advertisement, the Advertiser 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.
- 2.4 Where the Advertiser is an advertising agency it is authorised by its client to place the Advertisement with the Publisher and where orders are placed by an advertising agent, these are accepted only on the condition that a full disclosure has been made to the Publisher as to the identity of the client on whose behalf the space has been booked.

## 3. INDEMNITY

- 3.1 The Advertiser will indemnify the Publisher against:
  - 3.1.1 any costs, damages or other charges falling upon the Publisher as a result of any claim against the Publisher arising from the publication of an Advertisement in accordance with Condition 2 above;
  - 3.1.2 any claim made by any client of an Advertiser who is an advertising agency arising from the publication of an Advertisement placed by such an advertising agency; and
  - 3.1.3 all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeable as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these Conditions or implied by law.

## 4. PUBLISHER’S RIGHTS

- 4.1 The Publisher may, without derogation from the warranties contained in Condition 2, refuse or require to be amended any artwork, materials and copy for or relating to an Advertisement so as:
  - 4.1.1 to comply with the legal and moral obligations placed on the Publisher or Advertiser; and
  - 4.1.2 to avoid infringing a third party’s rights, the British Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority or the production and quality specification stipulated or referred to in the Rate Card.
- 4.2 The Publisher has the right at its discretion to decline to publish, or to omit, suspend or change the position of, any Advertisement otherwise accepted

for insertion. However the Publisher will use reasonable efforts to comply with the wishes of the Advertiser although it does not warrant the date of insertion, the wording or the quality of the colour or mono reproduction of the Advertisement.

- 4.3 The Publisher has the right to change its scale of advertisement rate at any time.
- 4.4 If the Publisher considers it necessary to modify the space or alter the date or position of any Advertisement or insert or to make any other alteration, the Advertiser shall have the right to cancel if the alterations requested are unacceptable unless such changes are due to any emergency or circumstances beyond the Publisher’s control. Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to third party, sub-contractors or inaccurate copy instructions.
- 4.5 The Publisher reserves the right to refuse or stop orders, cancellations or transfers unless they are received in writing not less than 10 weeks prior to copy date for black and white and internet Advertisements and 12 weeks for colour Advertisements. Inserts may not be stopped, cancelled or transferred later than 10 weeks prior to copy date. IPC reserves the right to charge the full Rate Card plus VAT for the cancellation of any Advertisement placed by the Advertiser.

## 5. PAYMENT

- 5.1 Credit accounts must be settled in accordance with the terms shown on the invoice, which are strictly net i.e. not subject to an early settlement discount (“the Payment Date”). If payment is not received by the Payment Date the Publisher reserves the right to make a surcharge at the rate of 3% per month for the period outstanding. Further and in addition should any monies become outstanding (“the Balance”) then all invoices raised whether at the Payment Date or subsequently by the Publisher in respect of all accounts held by the Advertiser (“the Entire Sums”) shall immediately become due and payable to the Publisher without formal demand. Any indulgence or delay on the part of the Publisher to claim payment of the Balance of the Entire Sums shall not be construed as a waiver on the part of the Publisher. The Publisher reserves the right to impose a surcharge at the rate of 3% per month on the Entire Sums commencing with the Payment Date.
- 5.2 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 the next booking in the case of internet advertisements, and in the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue to order at the revised advertisement rate.
- 5.3 If the Advertiser cancels the balance of a contract except in the circumstances stated in Conditions 4.4 and 5.2 all unearned volume discount will be surcharged and immediately payable. The Publisher reserves the right to surcharge in the event of a series of insertions not being completed within the contractual period.
- 5.4 Advertising agencies not recognised by the Publisher and Advertisers placing business direct and who do not have a trading history with the Publisher must ensure that the account is pre-paid two weeks prior to the final copy date for each Advertisement.
- 5.5 The Publisher will be prepared to provide account facilities to an Advertising agency not recognised by the Publisher or direct Advertiser once he has pre-paid and demonstrated a good payment record. Any credit will only be granted after obtaining a satisfactory credit reference agency clearance and individuals hereby consent to the Publisher making appropriate searches.
- 5.6 Where the Advertiser has undertaken to supply inserts or creatives which have been accepted and approved by the Publisher the Publisher reserves the right to charge the full rate agreed for insertion if they fail to arrive at the agreed time, place or in a suitable condition for insertion.
- 5.7 Advertising agencies recognised by the Publisher will be allowed by the Publisher up to 15% commission on quoted rates as appropriate provided payment is made by the due date and all other requirements are strictly complied with.
- 5.8 Charges will be made to the Advertiser or his agent where the printers or service providers are invoiced for extra production work. These charges will be at the current scale agreed between the Publisher and his process house.
- 5.9 The Publisher reserves the right to impose a 1% surcharge on all mail order Advertising and to request completion of the Advertisers undertaking.
- 5.10 The Publisher will not accept the lack of an order number as a valid reason for non-payment.

## 6. LIMITATION OF LIABILITY

- 6.1 It is the responsibility of the Advertiser to check the correctness of the Advertisement (and of each insertion of the Advertisement if more than one) without prejudice to Condition 2.4. The Publisher assumes no responsibility for the repetition of an error in an Advertisement ordered for more than one insertion unless notified immediately the error is brought to the attention of the Advertiser.
- 6.2 Any other matter or complaint, claim or query whether in relation to the Advertisement or the invoice must be raised by the Advertiser in writing within 7 days following (as the case may be) insertion of the Advertisement or on the date in which it is claimed the Advertisement should have appeared or of the receipt by the Advertiser of the invoice giving rise to it. Any such complaint, claim or query shall not affect the liability of the

Advertiser for payment by the due time of the Publisher’s charges for that and all other Advertisements, and the Publisher’s liability is limited to a maximum at its option of giving credit for its charge for the Advertisement or (in an appropriate instant) of publishing the Advertisement for a second time without charge.

- 6.3 There is no obligation on the Publisher to supply voucher copies or tear sheets or where appropriate a website log file and their absence shall not affect the Advertiser’s liability for the agreed charge.
- 6.4 While all reasonable endeavours will be made as soon as possible after receipt by the Publisher of any replies to forward those replies to the Advertiser or as it may direct to Box numbers or email addresses, the Publisher accepts no responsibility in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.
- 6.5 The Publisher will not be liable for any loss of copy, artwork, photographs, banner advertisements, interstitials or microsites, images, sound files and animations or other materials which the Advertiser warrants that it has retained in sufficient quality and quantity for whatever purpose.
- 6.6 Should the Publisher omit or suspend an Advertisement on the grounds that the Advertiser has failed to disclose the identity of his client and the products/services on offer, no claim on the part of the Advertiser for damages or breach of contract will arise.
- 6.7 IPC reserve the right to amend any files supplied which do not conform to current Pass4Press PDF standards. Any changes to the visual look of the file which result from these amendments are not the responsibility of IPC. If you require any amendments made to be supplied back to you for re-proofing then you must formally request this via email. A charge will be incurred for this service and be advised to you at the time of request.

## 7. GENERAL

- 7.1 The placing of an Advertisement shall amount to an acceptance of these Conditions and any conditions stipulated on an order form or elsewhere by the Advertiser shall be void in so far as they are inconsistent with these Conditions.
- 7.2 It is the responsibility of the Advertiser to issue at the time of booking confirmation of all space or insert bookings by issuing an order which clearly states the order number, publication, insertion date, size/description, rate, agency commission, address, telephone and fax numbers and agency/ Advertiser contact name.
- 7.3 No waiver or indulgence by the Publisher shall be effective save in relation to the matter in which it is specifically given.
- 7.4 These Conditions shall apply to each contract for the insertion of an Advertisement together with such additional conditions (if any) as may be set out in the Rate Card and in the event of any variations or inconsistency between these Conditions and the conditions set out in the Rate Card, the latter shall prevail.
- 7.5 If it is intended to include in an Advertisement a competition or a special offer of merchandise, other than that normally associated with the advertised product, full details must be submitted at the time of booking.
- 7.6 Copy matter provided for journals printed by litho and photogravure or for websites must conform to the Publisher’s requirements and any additional work involved may be charged for.
- 7.7 For copy supplied as type mechanical or transparencies the Publisher will provide two proofs if it is practicable to do so provided it is received by the stipulated copy date. Any extra proofs will be charged for. If film is supplied by the Advertiser no proofs are required. For internet advertisements the Publisher will provide the Advertiser on request an opportunity to view and authorise the advertisement following its production and prior to the insertion date.
- 7.8 The Publisher may where necessary stipulate special charges and conditions for split runs or other special requirements.
- 7.9 Where the Publisher provides a reader enquiry service for the benefit of its readers, it shall not be contractually bound to pass such enquiries to the Advertiser.
- 7.10 The Publisher and the Advertiser warrant that they will duly observe all their obligations under the Data Protection Act 1998 (as applicable) which may arise in connection with this Agreement.

## 8. SEVERANCE

- 8.1 If any provision of the Conditions is declared by any judicial or other competent authority to be void, illegal or otherwise unenforceable the Publisher has the right to amend that provision in such reasonable manner as to achieve the intention of the parties or at the discretion of the Publisher, it may be severed from the agreement between the Publisher and the Advertiser and in any event the remaining provisions of these Conditions shall remain in full force and effect unless the Publisher at the Publisher’s discretion decides that the effect of such declaration will defeat the original intention of the parties in which event the Publisher shall be entitled to terminate the Agreement between the Publisher and the Advertiser by 10 days’ notice to the Advertiser.

## 9. JURISDICTION

- 9.1 The contract which incorporates these Conditions shall be construed under and governed by the law of England and the parties submit to the exclusive jurisdiction of the English Courts.

**HORSE & HOUND**

**horseandhound.co.uk**

**Horse Eventing**

# Advertising formats/Mechanical Data

ALL MEASUREMENTS IN MM

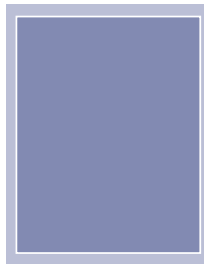
This is to be read in conjunction with the PPA Standard File Format Spec Sheet ("Pass4Press"). This is also available on the PPA website, the URL is [www.pass4press.com](http://www.pass4press.com) Material supplied digitally must be supplied as PDF files to the PPA Pass4Press specifications.



## DPS

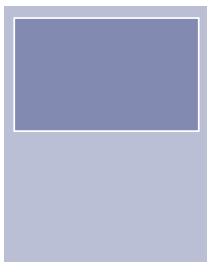
type area: 271 x 398\*mm  
bleed size: 303 x 426\*mm  
trim: 297 x 420\*mm

\*DPS should be supplied as single page elements



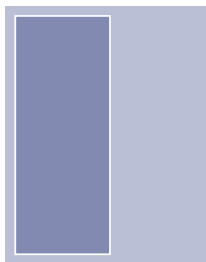
## PAGE

type area: 271 x 188mm  
bleed size: 303 x 216mm  
trim: 297 x 210mm



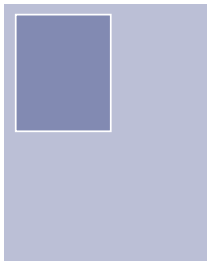
## HALF PAGE HORIZONTAL

type area: 133 x 188mm  
bleed size: 152 x 216mm  
trim: 146 x 210mm



## HALF PAGE VERTICAL

type area: 271 x 91mm  
bleed size: 303 x 108mm  
trim: 297 x 102mm



## QUARTER PAGE

type area: 133 x 91mm



## EIGHTH PAGE

type area: 63 x 91mm

**PLEASE ENSURE THAT NO LIVE MATTER (ie: text, logos etc) IS WITHIN 10mm OF THE TRIM SIZE. FAILURE TO DO SO MAY RESULT IN MATTER BEING TRIMMED OFF.**

**PDF'S:** files should be a composite CMYK version 1.3 PDF/X1a:2001 compliant and follow the pass4press guidelines

**Di Grimes,  
IPC Media,  
8th Floor,  
Blue Fin Building,  
110 Southwark Street,  
London SE1 0SU**

**Direct line 020 3148 4192  
Email copy to  
[dinah\\_grimes@ipcmedia.com](mailto:dinah_grimes@ipcmedia.com)**



# Online Advertising formats/ Mechanical Data

ALL MEASUREMENTS IN PIXELS

CREATIVE FORMAT		JPEG/GIF	MAX FILE SIZE FLASH
SKYSCRAPER	120x600	40k	40k
MPU	250x250	40k	40k
BANNER	468x60	40k	40k
BUTTON	120x60	20k	20k

Online packages can be tailored to suit individual requirements.

**HORSE & HOUND**

[horseandhound.co.uk](http://horseandhound.co.uk)

**Horse Eventing**

For comprehensive information and help, please contact our sales team on **0203 148 4224**