



Wiltshire Publications

Advertising Terms & Conditions

The following sets out the terms and conditions for advertising with Wiltshire Publications Ltd (the “Publisher”) in Melksham Independent News, White Horse News and Frome Times and their associated digital editions. Please read them carefully before submitting your advertisement. By placing an order for an advertisement, the “Advertiser” (which is the person placing the order for the advertisement whether they are the advertiser of the product or service referred to in the Advertisement or the advertising agency or media buyer for such advertiser) accepts and agrees to be bound by these Terms in full.

Advertisements can only be accepted on the basis that the Advertiser warrants that the advertisement does not contravene current legislation – in particular the Trade Descriptions Act, 1968, and the Consumer Credit Act, 1974 and the Financial Services Act 1986 – and complies with the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code).

The copyright for all purposes in all artwork, copy and other material (including proofs) which the Publisher has originated or reworked shall vest in the Publisher and cannot be used by the Advertiser unless prior consent is obtained.

The Publisher shall not be liable for any loss or damage occasioned by any total or partial failure (however caused) of publication or distribution of any newspaper or edition in which any advertisement is scheduled to appear.

Please check your advert. Whilst careful checking procedures are undertaken, we strongly advise advertisers to check their adverts and regret that no responsibility will be taken for more than one wrong insertion.

In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement, the Publisher will either reinsert the advertisement or relevant part of the advertisement as the case may be, or make a reasonable refund or adjustment to the cost. No re-insertions, refunds or adjustments will be made where the error, misprint or omission does not materially detract from the advertisement or where a proof has been approved by the advertiser.

In no circumstances shall the liability of the Publisher for any error, misprint or omission exceed the amount of a full refund of the price paid to the publisher for the particular advertisement in connection with which liability arose, or the cost of a further corrective advertisement of a type and standard reasonably comparable to that in connection with which the liability arose.

If the copy is not received from the Advertiser by the copy deadlines, the Publisher reserves the right to substitute such alternative copy or repeat a previous advertisement.

The positioning of advertisements within the paper is at the discretion of the Publisher. The Publisher endeavours to take requests for advertisement positions into account but this cannot be guaranteed. Regular advertisements are rotated throughout the paper.

Cancellations should be made in writing and must be received by 1pm on the Friday prior to publication. For cancellations received after this the Publisher reserves the right to invoice the advertiser for the full cost of the advertisement.

If the Advertiser books for a year (minimum of 26 issues) their advertising will be automatically renewed on an issue by issue basis at the end of the initial period unless a cancellation request is received. The Advertiser will continue to receive their discount for all subsequent advertising as long as they are booked into every issue.

If the Advertiser books for a year (minimum of 26 issues) and in doing so gains a 50% discount on their advertising but cancels their advert prior to the 26th issue, we reserve the right to charge the following for each publication:

A further 50% of each invoice if 10 adverts or less are taken prior to cancellation

A further 25% of each invoice if more than 10 adverts are taken prior to cancellation

If the Advertiser books a series of adverts and in doing so gains a discount on their advertising but cancels their advert before the end of their booking, we reserve the right to withdraw the discount on previous bookings and charge the Advertiser full price for the bookings taken.

For credit customers, payment for any invoice raised by the Publisher will be due 14 days from the date of the invoice unless other terms have been agreed by the Publisher. The Publisher reserves the right to carry out a soft credit check. Pre-payment may be required for any advertisement at the Publisher’s discretion.

In respect of unpaid invoices, the Publisher shall be entitled to charge statutory interest and claim compensation for debt recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

The advertiser agrees to indemnify the publisher for all costs, damages or other charges as a result of legal action or threatened legal action arising from the publication of an advertisement.