

Advertising Terms & Conditions

These conditions shall apply to all advertisements accepted for publication in our products. Any other proposed condition shall be void unless incorporated clearly in written instruction and specifically accepted by the Publisher.

1. Definitions

Publisher: International Live Music Conference Ltd. Company number 3007667. Trading address: Unit 31 Tileyard Studios, Kings Cross, London N7 9AH, UK. The company is incorporated in England and Wales.

Advertiser: a company or individual placing an advertisement.

Advertising Agent: a company or person instructed to act in a business capacity on behalf of an Advertiser.

Series Booking: two or more advertisements running in successive (but not necessarily consecutive) magazine issues or a period of more than one month for online advertising.

Advertisement: any kind of promotional or advertising material (including, but not limited to, advertorial content, classified and/or recruitment advertising) that is, as the case may be: (i) to be printed in a Print Publication and/or (ii) to be published or otherwise displayed by electronic means (including, but not limited to, banner, super leaderboard, pop-up, job advert, MPU or other forms of online or electronic display advertising) via or as part of or in connection with any Online Publication

Rate Card: our current list of advertising positions, their dimensions, prices, series discounts and artwork requirements.

Copy Date: our stated deadline by which time advertising materials / artwork must be supplied to us.

Start Date: the date after which the first advertisement will appear.

2. General Terms

2.1 All advertisements are accepted subject to the Publisher's approval of the copy and to the space being available.

2.2 The Publisher 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.

2.3 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.

2.4 Every care is taken to avoid mistakes but the Publisher cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions.

2.5 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.

2.6 The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement. The Publisher will consult with the Advertiser as to the way in which such claims are to be handled.

2.7 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 and any Series of advertisements confirmed at the same time as that of the next issue.

2.8 If an Advertiser cancels the balance of a contract they relinquish any right to that series discount to which they were previously entitled and any advertisements already published will be charged at full Rate Card.

2.9 Advertisement copy should be supplied by the Advertiser or their Agent in accordance with the mechanical data published on the Rate Card. Charges will be made to the Advertiser for any additional artwork or production work required to make the advertisement technically suitable for publication. Such charges will be at the rate agreed prior to publication.

2.10 Advertisers' property, artwork etc, are held at the Advertiser's risk and should be insured by them against loss or damage from whatever cause.

3. Advertisements: Online Publications

3.1 The Advertiser shall submit copy for the Advertisement at least 48 hours prior to the intended go-live date. If the Advertiser submits its copy late then Publisher reserves the right to publish the Advertisement at a time of its choosing.

3.2 If the Advertiser is supplying creative content in the form of an Advertisement that links to another website the Advertiser must inform the Publisher in writing at least 2 Working Days prior to the intended go-live date.

3.3 If an Advertisement links to another website the Advertiser is responsible for maintaining the link and for the content of the linked-to website. The Publisher may remove any Advertisement which contains content or links to a website which, in the Publisher's discretion, is (or is likely to be) defamatory or objectionable or otherwise likely to bring the Publisher into disrepute. The Advertiser will indemnify the Publisher from and against any claims or liability suffered or incurred by the Publisher arising in any connection from links contained in an Advertisement.

3.4 If the Publisher receives complaints about the content of an Advertisement it may, at its discretion, remove the Advertisement from display without reference or liability to the Advertiser.

4. Payment for advertising

4.1 Payment for advertisements is due on publication, unless advance payment or part advance payment has been agreed, but we allow regular clients up to 30 days credit on request. In the event of any account becoming overdue, the Publisher reserves the right both to suspend further insertions due under the order, until such time as the sum owing is paid.

4.2 The total amount payable by the Advertiser will be written in the Confirmation Form issued by our staff on confirmation from the Advertiser of placing the advertisement. Series discount orders must be paid in one payment, 30 days after invoice, unless otherwise stated.

4.3 Should a Purchase Order need to be issued by the Advertiser, this should be issued when a booking is made with us, and any delay in providing this will not affect the payment terms.

4.4 For an Advertiser to process a payment for any order, the Publisher is only able to provide company information that is freely available in the UK, and is not able to send delivery

statements, completion certificates or any other paperwork which the Advertiser may require in their country but which is not freely available and considered standard business practice in the UK.

4.5 We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest on overdue amounts at the rate in force pursuant to the (United Kingdom's) Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

4.6 The description and price of advertising opportunities are stated in our current Rate Card and, once booked, will be stated in our Confirmation Form, issued once terms have been agreed.

4.7 Advertisement prices are subject to change and we will ensure that you have accurate information available to you when placing an order.

5. Cancellation of advertising

5.1 The Advertiser may only cancel orders by giving not less than four (4) weeks written notice to the Publisher prior to the Start Date. Unless the notice is correctly served and received pursuant to this clause, the Advertiser will be liable to make payment in full respect of the Advertisement.

6. Refunds

6.1 The Publisher will refund in full or part the value paid for any product or service if the Publisher fails to deliver the product or service as agreed, except If by reason of labour dispute, strikes, inability to obtain labour or materials, fire or other action of the elements, accidents, power or telecommunications failure, customs delays, governmental restrictions or appropriation or other causes beyond the control of a party, so that the Publisher is unable to perform in whole or in part its obligations set forth in these terms, then the Publisher shall be relieved of those obligations to the extent it is thereby unable to perform, and such inability to perform shall not make the Publisher liable to any other party.

7. Data & Privacy

7. 1 In communicating with the Publisher about its publications or products, the Publisher may retain information about the Advertiser or Advertising Agent to carry out obligations arising from any contracts entered into, or to notify Advertiser or Advertising Agent about changes to the Publisher's service.

7. 2 Publisher may also use the Advertiser or Advertising Agent's email address(es) to send Index news updates to, or to inform the Advertiser or Advertising Agent about, or send marketing information about, any of Publisher's events, publications or projects that it identifies as being of relevance to the Advertiser or Advertising Agent. More information about how the Publisher may use and keep information about is contained within our Privacy Policy ([LINK](#)).

8. General Notes

8.1 We reserve the right to amend these Terms and Conditions.

8.2 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 exclusive jurisdiction of the English Courts.