

**ROYAL SOCIETY OF CHEMISTRY
GENERAL ADVERTISING TERMS & CONDITIONS**

Incorporating the standard conditions of The Periodical Publishers Association (PPA)

Introduction

1. These conditions shall apply to all Advertisements for online or print publication. They may be changed at any time.

Any other proposed conditions shall be void unless incorporated clearly in written instructions and specifically accepted by the Publisher.

Acceptance

2. Advertisements are accepted for publication at the sole discretion of the Publisher.
3. Advertisements are accepted subject to the Publisher's approval of the copy and to the space being available.
4. Advertisements for direct response mail order products or services are accepted subject to the provision of the PPA's Mail Order Protection Scheme (MOPS).
5. The Publisher reserves the right to omit or suspend any Advertisement at any time
 - (a) for good reason; or
 - (b) if at the time of booking of the Advertisement the Advertiser has not disclosed the identity of its client and of the product or services which are to be the subject matter of the Advertisementin which case claim on the part of any Advertiser for damages or breach of contract shall arise.

Placement and Instructions

6. 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.
7. Specific insertion dates are not guaranteed unless such guarantee is expressly given in writing by the Publisher. If copy instructions are not received by the agreed copy date no guarantee can be given that proofs will be supplied or corrections made and the Publisher reserves the right to repeat the most appropriate copy.

The Publisher does not accept any responsibility for any loss or damage resulting from the failure of any Advertisement to appear on a specified date or not at all.

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

Warranties and Indemnities

9. The Advertiser warrants that the Advertisement is in no way whatever a violation or infringement of any existing copyright or existing agreement, that it contains nothing defamatory or libellous, and that all statements contained therein purporting to be

facts are true. The Advertiser further warrants that the Advertisement is not in breach of Official Secrets Acts or the British Code of Advertising Practice (BCAP), nor is in any other way unlawful.

10. The Advertiser is responsible for the content of the Campaign and for ensuring that it complies with all relevant legislation and codes of practice. If the Publisher receives complaints about the content or the Campaign the Publisher may, at its discretion, remove the Campaign from display without reference or liability to the Advertiser. The Advertiser will indemnify the Publisher against any claim that the Campaign or its content infringes the intellectual property rights or other rights of others or is defamatory or otherwise offensive. If the Advertiser is an employment agency or an employment business (as defined by the Employment Agencies Act 1973) it is the Advertiser's responsibility to ensure the advertisements it places on Chemistry World Jobs comply with the Conduct of Employment Agencies and Employment Businesses Regulations 2004.
11. The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the Advertisement.

The Publisher will consult the Advertiser as to the way in which such claims are to be handled.
12. The Publisher will own all copyright in the Advertisement, other than in the Advertiser logo and other Advertiser branding, the copyright in which will be retained by the Advertiser.
13. All intellectual property rights subsisting in advertising material prepared by the Publisher on behalf of an Advertiser is the property of the Publisher.

Rates and Payment

14. 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 to go online.

In the event of a rate increase the Advertiser shall have the option to cancel the order without surcharge or continue the order at the revised Advertisement rates.
15. If an Advertiser cancels the balance of a contract except in the circumstances set out in clauses 6 or 13 above he/she relinquishes any right to any series discount to which he/she was previously entitled and Advertisements will be paid for at the appropriate rate.
16. Upon the failure of an Advertiser to deliver the Advertisement or inserts at the time and place agreed the Publisher reserves the right to impose the agreed charges in full.
17. Commission of ten percent (10%) may be granted to PPA recognised Advertising Agencies on Advertisement bookings in the Publisher's periodicals, but not on orders for direct mail advertising.
18. Discount of ten percent (10%) may be granted to Recognised Publishing Houses on direct space bookings in the Publisher's periodicals, but not on orders for direct mail advertising.

19. Payment of account is due upon receipt of invoice.

Failure to settle accounts within thirty (30) days of the invoice date may result in the reduction of all or in part of any commission or discount otherwise allowable.

In addition, interest at the rate of two percent (2%) per month may be charged on outstanding accounts.

20. All gross display advertising rates are subject to the current Advertising Standards Board of Finance (ASBOF) surcharge payable by the Advertiser.

Where Advertisements are placed by the Advertising Agency that agency will be responsible for the collection of this surcharge and payment to the ASBOF.

Where the Advertiser places advertising direct, the Publisher will surcharge its gross rate by the current ASBOF rate and pass this directly to the ASBOF.

21. Charges will be payable by the Advertiser or his/her Agent where extra production work is required owing to acts or defaults of the Advertiser or his/her Agent.

These charges will be at rates agreed prior to publication.

Complaints

22. Complaints regarding reproduction of Advertisements must be received in writing within one (1) calendar month of the publication date.

Cancellation

23. The Advertiser's change and cancellation rights are as follows:

(a) ***In print***

- (i) At least six (6) weeks' notice prior to publication date is required to stop or suspend a monotone insertion;
- (ii) at least eight (8) weeks' notice prior to publication is required to stop or suspend colour insertion.

One-off Advertisements - The Advertiser shall pay the Publisher an administration charge of £250 (exclusive of VAT) to recompense the Publisher for the time and effort of changing the booking.

Series of Advertisements – If the whole series is cancelled, the Advertiser shall pay the Publisher an administration charge of based on the percentage of the rate agreed at time of booking to recompense the Publisher for the time and effort of changing the booking. Also any discounts that the Advertiser has benefitted for Advertisements submitted prior to cancellation shall be reimbursed by the Advertiser to the Publisher.

(b) ***Online***

At least (6) weeks' notice prior to publication date is required to stop or suspend an online Advertisement. The Advertiser shall pay the Publisher an administration charge of £250 (exclusive of VAT) to recompense the Publisher for the time and effort of changing the booking.

All Advertisements cancelled after the time periods given above are subject to full payment.

General

24. An Advertiser's property, artwork etc, is held by the Publisher at the Owner's Risk and should be insured by him/her against any loss or damage from whatever cause.

The Publisher research the right to destroy all artwork which has been in his custody for twelve (12) months from date of its appearance.

25. For the purpose of these Conditions:
- (a) "Advertisers" shall refer to the Advertiser or his/her Agent whichever is principal.
 - (b) "Advertisement" includes loose bound inserts or bound inserts, where appropriate.
26. Neither party shall be responsible for any failure or delay in the performance of its obligations under this Agreement because of circumstances beyond its reasonable control.
27. The parties agree that the Contract is entered into by the Publisher and the Advertiser and that it is not their intention that any third party should have any enforceable rights under it. Accordingly, to the fullest extent possible, the Contracts (Rights of Third Parties) Act 1999 is excluded from the Contract.
28. The Advertiser shall not be permitted to assign, transfer, resell or subcontract any or all of its rights under the Contract without the prior consent in writing of the Publisher.
29. Even if the Advertiser is acting as an advertising agency or other representative, it enters into the Contract in its own right as principal and not as an agent.
30. On insolvency of the Advertiser, the Contract will terminate automatically and the Advertiser will remain liable to pay the Price. No refunds will be paid by the Publisher.
31. 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 hereto hereby submit to the non-exclusive jurisdiction of the English courts.