

Lawrand Limited

The Operating Theatre Journal (Recruitment)

Advertising Terms & Conditions for the placement of adverts in The Operating Theatre Journal (OTJ).

In these conditions the following terms have the meaning described below:

- (a) 'Advertiser' - The party on whose behalf the Advertisement is accepted which expression shall where the context so admits be deemed the 'Agent'.
- (b) Advertisement' - The particulars to be published that are the subject of these conditions as determined by the provision of the instruction, purchase order or acknowledgement.
- (c) 'Agent' - Any third party who shall have placed an Advertisement with the Publisher.
- (d) 'Publisher' - The Organisation issuing this document.

1.

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

2.

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

3.

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.

4.

The Publisher reserves the right to omit or suspend an advertisement at any time for good reason, in which no claim on the part of any Advertiser for damages or breach of contract shall arise. Should such omission or suspension be due to the act of default of the Advertiser or his servants or agents then the space reserved for the advertisement shall be paid for in full notwithstanding that the Advertisement has not appeared. Such omission shall be notified to the Advertiser as soon as possible.

5.

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, unless such changes are due to an 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 parties, sub-contractors or inaccurate copy instructions.

6.

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 (from time to time in force at the date of acceptance of these conditions)

7.

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.

8.

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. In the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.

9.

If an Advertiser cancels the balance of a contract, except in the circumstances set out in Clauses 5 or 6 above, he relinquishes any right to that series discount to which he was previously entitled and advertisements will be paid for at the appropriate rate.

10.

Invoices are strictly net payable within seven days of the date of the invoice for ALL recruitment advertisements. Upon receipt of your booking confirmation, an invoice will be faxed / emailed and your advertisement will not go 'live' in respect of web advertisements or be published in respect of printed journal advertisements until payment has been received in full. As PDF materials are supplied error is minimised in respect of the advertisement to be placed. The existence of a query on any individual item in an account shall not affect the due date of payment in the balance of the account. BACS transfers are preferred to avoid administrative fees by card providers and where a card facility exists all administrative charges remains the responsibility of the client. Clients must ensure that our invoice number and your booking number are clearly illustrated on BACS transfers, so that payment can be correctly attributed to your booking and avoid subsequent delays.

11.

Charges will be made to the Advertiser or Agent where the production department or printers are involved in extra production work owing to acts of default of the Advertiser or Agents. These charges will be at rates agreed prior to publication.

Complaints regarding reproduction of Advertisements must be received in writing within one calendar month of the cover date.

12.

Notice of cancellation or suspension must be made in writing as follows: Monotone - 21 days prior to copy deadline date. Colour - 28 days prior to copy deadline date.

13.

If copy instructions are not received by agreed copy deadline 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.

14.

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

The Publisher reserves the right to destroy all artwork which has been in custody for 90 days from the date of its last appearance.

15.

Every effort is made to publish advertisements in the manner and on the date specified by the advertiser, but no consequential liability is accepted for the incorrect appearance or non appearance of any advertisement.

16.

These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England and be subject to the non-exclusive jurisdiction of the English courts.

17.

In the event that any of these conditions shall conflict with any conditions or other terms appearing in any order placed by an Advertiser, the Publisher's conditions shall prevail.

18.

Any Agent who shall place an Advertisement with the Publisher shall be deemed jointly and severally liable with the Advertiser to the Publisher in respect of all matters relating to the Advertisement and the conditions herein.

Lawrand Ltd v1.14