

Schedule 9 - Advertising

This schedule contains additional terms and conditions which apply to advertising space purchased from APIL by the Customer. This schedule forms part of the Contract.

1. Definitions

Advertiser

means the person or entity booking advertising space in an APIL Publication, whether an advertising agency, brand owner or whomsoever

Advertising Copy

means the advertising and promotional content requested by the Advertiser to be published by APIL in one or more of its Publications

APIL Conference

means a conference, event, congress, meeting, convention, seminar, symposium or forum at which the advert which is the subject of this Contract will be published by APIL

APIL Publication

means PI Focus and any of the newsletters, weekly news, other titles, directories, leaflets, APIL Conference Marketing Materials and Conference Packs, APIL Website or any other documents published by APIL from time to time

APIL website

means the website at www.apil.org.uk

Conference Marketing Materials

means all marketing materials, product literature, promotional materials and data, advertising and display materials, flyers, and training materials, in each case in whatever form or medium (including but not exclusively audio, visual, digital or print) issued by APIL in connection with an APIL Conference or Exhibition

Conference Pack

means the documentation issued by APIL to Delegates at an APIL Conference

Digital Versions

means any APIL Publication as made available in an electronic format

Exhibition

means any trade show, exhibition, exposition, demonstration or manifestation at which the advert which is the subject of this Contract will be published by APIL

Linked Website

means any website to which there is a hypertext link from an Advertisement

Production Work

means any and all artwork, sketches, layouts, mock-ups, graphics, photography, processing or other work, work product, services and service product that the Advertiser may request APIL to perform or provide from time-to-time

Publication Date

means, in relation to each version of an APIL Publication (print, digital and PDF Versions) the date(s) on which the relevant version is published in the United Kingdom

PDF Versions

means any APIL Publication as made available in a "static format" digital issue

Copy deadline

means APIL's various deadlines for receipt of any Advertiser's Advertising Copy, as the same may be notified by APIL to the Advertiser

Rates

means APIL's costs and charges for the publication of Advertising Copy in APIL Publications, as itemised in APIL's Media Pack in force at the relevant time but not including any additional fees and costs for any Production Work which shall be payable in addition to the Rates

Media Pack

means the pack which contains APIL's Rates, Copy Deadlines, Publication Dates and other information relevant to the publication of Advertising Copy in APIL Publications, as updated by APIL from time-to-time.

Payment

1. Payment

1.1 Subject to clause 4.1, 4.2 and 4.3 of the Main Contract Terms and Conditions, if payment is not received by APIL within the period set out in clause 4.2.1 of the Main Contract Terms and Conditions, APIL may allocate the advertising space elsewhere without notice to the Customer.

2. Variation or cancellation of an Order

2.1 Subject to clause 2 and 13 of the Main Contract Terms and Conditions, the Customer may cancel the Contract, by giving Notice to expire not later than 60 days before the Publication Date as set out in clause 2.2.1 of this schedule below.

2.2 APIL shall be entitled to retain or (if not already paid) require payment forthwith of the Price due by the Customer if the Order is cancelled less than 90 days before the Publication Date.

3. Rates & Costs

3.1 Rates are quoted in the Media Pack exclusive of VAT.

3.2 Any custom Advertising Copy produced by APIL at the Customer's request will constitute Production Work and will incur additional fees, such fees to be agreed in writing between APIL and the Customer.

4. Advertising Copy

4.1 All Advertising Copy must be submitted to APIL by the Advertiser in accordance with deadlines stated in the Media Pack or Order Form, or otherwise as may be notified to the Advertiser by APIL.

4.2 All Advertising Copy must be supplied in such format or formats as may be notified by APIL to the Advertiser or which otherwise is acceptable to APIL.

4.3 In the event that the Advertising Copy is not supplied in accordance with clause 4.2 of this Schedule, APIL reserves the right to make an additional charge of £50 plus VAT to amend, convert the format or otherwise make changes and will notify the Customer accordingly.

5. Publication

5.1 Publication dates are set out in APIL's Media Pack. APIL shall use all reasonable endeavours to achieve agreed publication dates for Advertisements. However, for the avoidance of doubt the date of publication of an Advertisement or series of Advertisements shall not be of the essence of this Agreement.

5.2 APIL shall be entitled at its absolute discretion to refuse or cease to publish any Advertisement at any time without explanation or entering into any form of correspondence or dialogue with the Advertiser excepting notification of such refusal or decision to cease further publication.

5.2 In cases where APIL ceases publication of an Advertisement under this clause 5, its sole liability shall be to refund the Advertiser for the Price already paid by the Advertiser for the Advertisement.

6. Customer obligations

6.1 The Advertiser shall be responsible for ensuring, and warrants that the Advertisement and (as applicable) any Linked Website is legal, truthful, honest and decent and otherwise complies with the British Advertising CAP Code of Practice, any other applicable codes, guidance or regulations provided under the remit of the Advertising Standards Authority and the Consumer Credit Act 1974 (as amended), the Financial Services and Markets Act 2000 and all regulations implementing European Union consumer credit law.

7. Restrictions

7.1 Publication of the Customer's advertising copy in an APIL Publication does not permit admission by the advertiser to any APIL Conference or Exhibition or other APIL event.

8. Conflict

8.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, the terms of this Schedule shall prevail.