

NFU Publishing terms of acceptance and cancellation conditions:

### **Definitions and interpretation**

Advertisement means any kind of promotional or advertising material (including, but not limited to, inserts, advertorial content and 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, skyscraper, pop-up, leader, button or other forms of online electronic advertising) via or as part of or in connection with any Online Publication

The Advertiser means any person who promoted products or services to the general public or a section of the public, whether such person is the Buyer or not; Buyer means the person placing the order with the Publisher for the publication of the Advertisement (including, but not limited to, the Advertiser's advertising agency or media buyer)

Advertising Confirmation means the Publishers written confirmation of the Buyer's order

Copy Deadline means the latest date (as shown on the Advertising Confirmation) by which the Buyer is obliged to give the Publisher full instructions and copy for carrying out the Buyer's order in accordance with and subject to these terms and conditions.

Publisher means the National Farmers Union of Agriculture House Stoneleigh Park Stoneleigh Warwickshire CV8 2TZ

Print Publication means any newspaper, magazine, insert or 'onset' (and including any supplement for which no charge is made to its recipient and which is published whether regularly or occasionally as part of or in association with such news paper or magazine) published by the Publisher

Online Publication means any website operated or controlled by the Publisher or other electronic medium (including, but not limited to, email communications and alerts), whether connected with or related to the title of the Print Publication or otherwise.

### **Acceptance of these terms**

All Advertisements accepted for publication by the Publisher are accepted subject to their terms and conditions which shall apply to the exclusion of all other terms and conditions (including any which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). Any variation of these terms and conditions and any representations about the Advertisement shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Publisher.

No order placed by the Buyer shall be deemed accepted by the Publisher until the Advertising Confirmation is issued.

### **Buyer's obligations**

To provide copy within the agreed Copy Deadline for publication in the magazine  
Changes to copy must be provided to the Publisher 7 days prior to publication

To ensure that the Advertisement complies with the requirements of all legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of the European Economic Community) and applicable laws for the time being in force or applicable to England and Wales.

All Advertisement copy and information submitted to the Publisher is legal, decent, honest and truthful, and complies with the British Code of Advertising, Sales Promotion and Direct marketing and all other relevant codes under the general supervision of the Advertising Standards Authority.

### **Publication of advertisements**

The Publisher reserves the right to refuse, amend, withdraw or otherwise deal with an advertisement at their absolute discretion and without explanation. Publication of repeat Advertisements may be stopped if the Buyer has outstanding payments.

All copyright and other rights of a similar nature that are created or exist in material originated by the Publisher in connection with the publication Advertisement remains vested in the Publisher

### **Advertisements: responsibility and liability**

Nothing contained within these terms and conditions shall require the Publisher to do or omit to do anything which would contravene any applicable laws or regulations including, but not limited to, the Data Protection Act 1998, the Gambling Act 2005 and the Consumer Protection from Unfair Trading Regulations 2008.

All advertisements are accepted on the condition that the advertiser warrants that the advertisements do not in any way contravene any Act of Parliament, statutory instrument or EU Regulation and are not in any other way illegal or tortious.

Although every care is taken to avoid mistakes, the publisher will not be responsible for any loss occasioned by the failure of an advertisement to appear for any cause whatever, nor do they accept liability for Printer's errors.

No responsibility will be accepted for loss of, or damage to artwork.

Special positions will be met subject to space availability but cannot be guaranteed; where special position charges have been contracted but the position not available, the special charge will not be levied.

### **Payment terms**

Payment is due within 30 days of invoice date; any amount outstanding thereafter is subject to interest equating to a monthly rate of 3%.

### **Cancellation and termination**

Any cancellations must be submitted in writing to the publisher six weeks prior to publication date; any cancellations after the booking deadline will be charged for in full.

### **General**

These conditions are also subject to the Publishers agreement with the NFU Mutual Insurance Society, which include specific exclusions that relate to their operational activities and therefore reserve the right to amend or exclude copy that does not meet their criteria. Advertising concerning insurance, pensions or leasing cannot be accepted.

Inserts will be charged for by weight if the weight at the time of publication is higher than when the order was made they Buyer will be charged for the additional weight.

The NFU will use the Buyers data to market to them NFU products and services

If any term or provision in these terms shall be held to be illegal or unenforceable, that term or provision or part shall to that extent be deemed not to form part of the terms but the validity and enforceability of the remainder of the terms shall not be affected.

The waiver by the Publisher of its rights, in any instance, to require compliance with these terms by the Advertiser shall not prevent the Publisher subsequently requiring compliance of that instance by the Advertiser. Nothing in these terms is intended to confer any rights or benefits to anyone not a party to them.

These terms and conditions shall be governed and construed according to English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising between the parties.

**Data Protection and use of personal data**

Our Privacy Policy sets out the basis on which we collect and use personal information about you as part of our activities.

The Privacy Policy describes in detail who is responsible for the personal information that we collect about you, what personal information we collect, how we will use such personal information, who we disclose it to and your rights and choices in relation to your personal information.

You can access a copy of the Privacy Policy here <https://www.nfuemploymentservice.com/assets/106609> or contact the Publisher on 02476 858500 and we will happily send you a copy.

You can also find further information on your data rights from the Information Commissioners Office here <https://ico.org.uk/> or via their helpline 0303 123 1113.