

# Terms and Conditions

## CONDITIONS OF ACCEPTANCE OF ADVERTISEMENTS

### Application of Terms and Conditions

These terms and conditions apply to all contracts between you and us.

### Interpretation

“We”, “us”, “our”, means **G. H. Smith & Son**. (Publishers of **The Easingwold Advertiser & Weekly News and The Thirsk Weekly News**)

“You”, “your” means the person ordering advertisements under these terms and conditions.

“Working days” means all days other than Saturdays, Sundays, and Public Holidays.

“Advert” means the advert or adverts you have ordered from us.

Orders for insertion of advertisements in **G. H. Smith & Son** publications (**The Easingwold Advertiser & Weekly News or The Thirsk Weekly News**) are accepted subject to the following conditions. For the avoidance of doubt, in these terms the words published shall mean those newspapers owned and produced by **G. H. Smith & Son**.

1. By placing the order the Advertiser warrants that the advertisement is legal, decent, honest and truthful complying with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with all requirements of current legislation and that it contains nothing that is defamatory or that constitutes an infringement of the proprietary or other rights of any third party.
2. The Advertiser agrees to indemnify the Publisher in respect of all costs, damages or other charges falling upon the newspaper as the result of legal actions or threatened legal actions arising from the publication of the advertisement.
3. While every endeavour will be made to meet the wishes of the Advertiser, the Publisher does not guarantee the insertion of any particular advertisement either on any specified date or dates or at all.
4. All advertisements must be accompanied by the name and address of the Advertiser for record purposes and the Publisher may require evidence to establish the Advertiser's bona fide and to substantiate any claims made in the advertisement.
5. (i) In the event of any error, misprint or omission in the printing of an advertisement or part of an advertisement the Publisher will, at the Publisher's election, either re-insert the advertisement or part of an advertisement as the case may be or make a reasonable refund or adjustment to the cost. No re-insertion, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement.
6. (ii) In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed (a) the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which liability arose or (b) the cost of a further or corrective advertisement of a type and standard reasonably comparable with that in connection with which the liability arose.

The Publisher shall not be liable for any loss or damage occasioned by any total or partial failure (however caused) of publication or distribution of any newspaper or edition in which any advertisement is scheduled to appear.

7. Please note cut off days: **The Thirsk Weekly News** deadline 12 noon Tuesday prior to publication (in the shops Wednesday evening). **The Easingwold Advertiser & Weekly News** deadline 12 noon Wednesday prior to publication, (in the shops late Thursday afternoon). If you wish to amend or cancel an advert booked online you must contact the office by telephone **01347 821329** or email [tiser@ghsmith.com](mailto:tiser@ghsmith.com) (**Easingwold Advertiser & Weekly News**) or [thirskweeklynews@ghsmith.com](mailto:thirskweeklynews@ghsmith.com) (**Thirsk Weekly News**) 24 hours before deadline for each newspaper. Adverts placed online with supplied digital copy will be read as correct and **G. H. Smith & Son** as publishers of the above newspapers shall not be liable for any inaccuracies contained therein or for any promises made. It is the responsibility of the Advertiser to check all copy is correct including dates, times, products, services, telephone details, fax, email, internet and other corresponding details contained therein. If any detail is incorrect please contact the office 24 hours before cut off deadlines (see above). All instructions must be given at time of placing your order online (style, look etc unless digital artwork supplied) we cannot accept responsibility for any advertisements sent without proper instructions.

Refunds or free adverts in place of refunds will only be given if **G. H. Smith & Son** contravenes your instructions, if in doubt please contact the office 24 hours before cut off deadline. Publication dates may alter and we reserve the right to alter publication dates without notice. Refunds will be credited to your payment card. Refunds will not be paid in cash.

8. **THE PUBLISHER RESERVES THE RIGHT TO:** (i) Cancel the order at any time by giving reasonable notice before the next insertion, but in that event the Advertiser shall not be liable for payment of the difference (if any) between the rates for the series specified in the order and the usual price for the series of insertions which has appeared when the order is stopped. (ii) Make any alteration it considers necessary or desirable in an advertisement and to require artwork or copy to be amended to meet its approval.
9. The Advertiser's artwork, and all other property, is held at the Advertiser's risk and should be insured by him against loss or damage from whatever cause. The Publisher reserves the right to destroy without notice all artwork, and other property which has been in his custody for six months from the date of its last appearance unless the Advertiser has given instructions to the contrary and has obtained the Publisher's written acknowledgement that the Publisher has received such instructions.
10. (i) Every endeavour will be made to forward replies to box numbers to the Advertiser as soon as possible after receipt by the Publisher, but the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies (howsoever caused). The Advertiser authorises the Publisher to open any letter for examination and to destroy or return to its originator any communication which, in the opinion of the Publisher, should not be delivered to the Advertiser. Readers are advised not to enclose original references or stamped addressed envelopes with their replies. (ii) The Publisher reserves the right to disclose the name and address of Advertisers and/or agencies to the police, trading standards officials, or any other relevant authority and, where the Publisher in its sole discretion deems it reasonable, to other third parties.
11. (i) The copyright for all purposes in all artwork, copy and other material which the Publisher or its employees have originated, contributed to or reworked shall be vested in the Publisher. (ii) The Publisher is hereby authorised to record, reproduce, publish, distribute and broadcast (or permit the same) all advertisements (including but not limited to text, artwork and photographs) and to include and make them available in any information service, electronic or otherwise.
12. The placing of an order by an Advertiser constitutes an assurance that all necessary authority and permission has been secured in respect of the use in the advertisement(s) of pictorial representations of (or purporting to be of) living persons, and of references to the words attributed to living persons.
13. Advertisement orders issued by an advertising agency as a principal must be on the agency's official form. When copy instructions not constituting an official order are issued, they shall be clearly marked Copy instructions, not an order.
14. **DISCRIMINATION ACTS.** No advertisement should contravene any current discrimination act.
15. **TRADE DESCRIPTIONS ACT.** All advertisements will be accepted only on the express condition that the Advertiser warrants that the advertisement does not in any way contravene the provisions of the Trade Descriptions Act 1968.
16. Business Opportunities Advertisements are accepted at the sole discretion of the Publisher and will appear in the Classified section under the appropriate heading. Readers are recommended to take professional advice before entering into any obligations.
17. The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated here.
18. **Data Protection** Your details remain private and confidential and will not be divulged to any third party unless asked for by Trading Standards or the Police.
19. **Payment Card Security Policy** Your credit card details are not recorded and we have no access to them, as we use a secure payment facility.

**Payment Details:** We accept payment by Visa, MasterCard, Switch, Maestro, Delta and American Express. All product prices and delivery charges are shown in UK pounds sterling. Your payment card company will perform any currency conversion. Upon receiving your order we carry out a standard pre-authorisation

check on your payment card to ensure there are sufficient funds in order to fulfil the transaction. No payment is debited from your card during this pre-authorisation check.

20. **Limitation of Liability:** We will not be liable to you for any loss of profit, administrative inconvenience, disappointment, or indirect or consequential loss or damage arising out of any problem in relation to the adverts you ordered which was not within our reasonable contemplation as a probable result of a breach of contract on our part at the time that our contract with you was concluded, or where performance of any obligations to you is prevented, frustrated or impeded by any circumstance or caused beyond our reasonable control.
21. **Severability:** If any part of these terms and conditions is found to be unenforceable as a matter of law, the enforceability of any other part of these terms and conditions will not be affected.
22. **Governing Law:** These terms and conditions and any contract between us shall be governed by and interpreted in accordance with English law and the English Courts shall have jurisdiction over any disputes between us.
23. **Statutory Rights:** These terms and conditions are in addition to your statutory rights as a consumer which remain unaffected.
24. Prices advertised online by **G. H. Smith & Son** are valid only when purchasing adverts from **G. H. Smith & Son**.
25. The information contained in this site may contain technical inaccuracies or typographical errors. All liability of **G. H. Smith & Son** howsoever arising for inaccuracies or errors is expressly excluded to the fullest extent permitted by law.  
Although using the latest encrypted security software the security of information and payments transmitted via the Internet cannot be guaranteed. Any losses incurred or sustained by users who transmit information by means of e-mail or other internet link shall be borne solely and exclusively by such user and in no event shall any such losses in whole or part be borne by **G. H. Smith & Son**.
26. All brand names, product names and titles used in this site are trademarks or trade names of their respective holders. No permission is given in respect of use of any of the above, and such use may constitute an infringement of the holders' rights.
27. Contracts formed between **G. H. Smith & Son** and users as a result of using this site shall be governed in all respects by English law and all such users hereby submit to the non-exclusive jurisdiction of the English courts.
28. Completion of the contract between you and us will take place on placement to you of the adverts ordered and paid for in full. This will be deemed to be our acceptance of your offer and to have been effectively communicated to you. This is to be interpreted and enforced with the laws of England, in its entirety and will be subject to the jurisdiction of the English courts.

**G. H. Smith & Son, The Advertiser Office, Market Place, Easingwold, York, YO61 3AB.  
Tel: +44 (0) 1347 821329 Publishers of The Easingwold Advertiser & Weekly News  
and The Thirsk Weekly News.**