

Terms and Conditions

Definitions and Acceptance of the Terms and Conditions

1. South Atlantic Media Services, Ltd. ("SAMS") accepts publication of Advertisements on the terms and conditions ("Terms") set out below;
2. These Terms apply to print Advertisements in the *Sentinel* newspaper ("Newspaper");
3. By placing an order, the Advertiser (the person, agency, organisation etc. placing the order for the Advertisement) accepts and agrees to be bound by these Terms in full.

Content and Delivery of Advertisements

4. Size specification and materials for Newspaper Advertisements must be provided no later than the deadline specified on the SAMS Rate Card. SAMS provides no guarantee that ads received after the deadline specified on the applicable Rate Card will be placed into the Newspaper, but will use reasonable efforts to accept ads beyond the deadline if/when possible.
5. Any Newspaper Advertisements received after the deadline specified on the applicable Rate Card may be subject to additional charges.
6. While SAMS accepts reservations for Newspaper Advertisements (only upon agreement that the specified Advertisement will be in by a time agreed by both parties – SAMS and the Advertiser), all Advertisement space reserved at the deadline on the applicable Rate Card will still be charged if an Advertisement, of the specifications agreed during reservation, is not received as agreed.
7. While SAMS shall use reasonable efforts to exchange already-submitted Advertisements with updated Advertisements at the Advertiser's request, SAMS accepts no responsibility for the printing of an earlier version; if an update is received after the deadline in the applicable Rate Card, and the Advertisement has already been sent to print, the Advertiser must contact the printers (Printech) and stop the presses themselves, and SAMS will charge for the delay in Newspaper printing as specified in (i) and (ii) below, and additionally accepts no responsibility for any associated cost(s) from the printers.
 - (i) if an Advertiser wishes to 'stop the presses' and amend an Advertisement, SAMS will charge £5
 - (ii) if an Advertiser wishes to 'stop the presses' and recall an Advertisement, SAMS will charge £10
8. SAMS may, without any responsibility to the Advertiser, reject, cancel or require any Advertisement to be amended that it considers unsuitable or contrary to these Terms and remove, not print, or suspend any such Advertisement. SAMS may refuse to publish any Advertisement for any Advertiser who has not paid any sums due for any advertising in the Newspaper. The Advertiser will remain responsible for all outstanding charges.
9. If an Advertiser sends in an Advertisement that is not in a ready-to-print form, that will not print well within the Newspaper and/or that does not meet its specified Advertisement dimensions, SAMS reserves the right to reformat the Advertisement without notification (though SAMS shall use its reasonable endeavours to reproduce Advertisements as provided by the Advertiser, SAMS cannot guarantee that the Advertisement will be of the same quality).

10. The publication of an Advertisement by SAMS does not mean that SAMS accepts the Advertisement has been provided in accordance with these Terms or that SAMS has waived its rights under these Terms.
11. The Advertiser guarantees to SAMS that:
 - (i) any information supplied in connection with the Advertisement is accurate, complete, true and not misleading;
 - (ii) it has obtained the consent of any living person whose name or image (in whole or in part) is contained in any Advertisement;
 - (iii) the Advertisements are legal, decent, honest and truthful, are not contrary to the provisions of any applicable law, regulation or code of practice, are not libellous or obscene and do not infringe the rights of any person (including any person's intellectual property rights);
 - (iv) the Advertisement will not be prejudicial to the image or reputation of SAMS;
12. Where the Advertiser is an advertising agency or media buyer, the Advertiser guarantees that it is authorised by the advertiser of a product or service to place the Advertisement with SAMS and the Advertiser will compensate SAMS for any claim made by such advertiser against SAMS.

Payment

13. All Advertisements are accepted on the basis that they will be paid for at the applicable rates set out in the applicable Rate Card on the date of publication. SAMS may change its rates at any time by publishing the modified rates at www.sams.sh and updating the physical copy available in the office in the Castle Gardens, Jamestown, STHL 1ZZ. Any changes to the rates will take effect immediately. However, any changes to the applicable rates will not apply to any orders made prior to the date of such change.
14. SAMS shall send out invoices in good time to Advertisers, and will expect payment to be returned in good time.

Liability of SAMS

15. SAMS accepts no responsibility for any interruption or delay the Advertiser experiences in delivering any Advertisement material to SAMS or any loss or damage to any Advertisement or any other materials. The Advertiser guarantees that it has retained sufficient quality and quantity of all materials supplied to SAMS.
16. SAMS shall not be responsible for any additions to, changes in, deletions from, delays in publication or withdrawal of any Advertisements required by any authority having responsibility for the regulation of press advertising.
17. SAMS shall use reasonable efforts to comply with the wishes of the Advertiser.
18. If a booked Advertisement is not published at all solely due to a mistake on SAMS's part, SAMS will try to offer an alternative publication date(s). If the alternative date(s) is not accepted, the original booking will be cancelled and the Advertiser shall be entitled to a full refund if the Advertiser has paid in advance for the Advertisement. This shall be the Advertiser's sole remedy for failure to publish the advertisement.
19. If the Advertisement as reproduced by SAMS contains a substantial error solely due to a mistake on SAMS's part, SAMS shall, on request, re-publish the Advertisement at no

additional cost to the Advertiser. SAMS shall not be responsible for repetition of errors and it is the Advertiser's responsibility to inform SAMS of any errors and provide any necessary assistance to SAMS to prevent a repeat of the error.

20. SAMS shall not be responsible, under any circumstances, for any loss of profit, loss of opportunity, loss of goodwill, loss of anticipated saving, loss of revenue and/or any other loss which happens as a side effect of the main loss suffered by the Advertiser or any loss which could not be contemplated by SAMS and the Advertiser, and SAMS's maximum total liability for any loss or damage arising out of or in relation to any Advertisement whether in contract, tort or otherwise shall not exceed the total amount of the charges for the relevant Advertisement actually paid by or on behalf of the Advertiser.
21. SAMS will not be responsible for any failure or delay affecting production or publication of any Newspaper and any Advertisements contained in them, in any manner where such failure or delay results from any act, omission, interruption, fault or other condition beyond the reasonable control of SAMS.
22. For the avoidance of doubt, nothing in these Terms will limit or exclude SAMS's responsibility for death or personal injury resulting from its own negligence, fraud or any other liability that cannot be excluded.
23. Nothing in these Terms shall affect the statutory rights of an Advertiser who is a consumer.

Liability of the Advertiser

24. The Advertiser will fully reimburse SAMS for all claims, losses or expenses arising as a result of any breach or failure to perform of any of these Terms and/or the use or publication of the Advertisement by SAMS in accordance with these Terms.

Rights

25. 24. The Advertiser grants SAMS the right (free of charge) to:
 - (i) use such of the Advertiser's names, trade marks and/or logos as SAMS may consider necessary for the purposes of publishing the Advertisements;
 - (ii) reproduce the Advertisement in each week's PDF edition, found at www.sams.sh, on the SAMS website.

General

26. A person who is not a party to these Terms has no rights to rely upon or enforce any of these Terms.
27. If SAMS fails or delays in exercising its rights or remedies provided by these Terms, it shall not be deemed to have waived that or any other right or remedy under these Terms.
28. Nothing in these Terms shall be deemed to constitute a relationship of principal and agent, a partnership, joint-venture, or co-ownership. Neither party shall have the authority to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.
29. These Terms and the documents referred to herein replace all previous agreements between the Advertiser and SAMS, and are the entire agreement between the Advertiser and SAMS in respect of the Advertisements. To the maximum extent permitted by law, other

than as set out in these Terms, all warranties and representations, whether express or implied, are excluded.