



INDEPENDENT

BOOKING / COPY TERMS & CONDITIONS

IMPORTANT – Advertisements are only accepted for publication in any Independent Newspapers (Pty) Ltd publication subject to the following conditions:

1. The right is reserved to withhold any advertisement or part thereof from publication and to cancel any advertisement order that has been accepted.
2. Neither Independent Newspapers (Pty) Ltd nor its employees or representatives shall be liable for any loss or damage, direct or consequential, caused to any person as a result of:
 - i. the non-appearance of any advertisement;
 - ii. any errors which may appear in any advertisement, and/or
 - iii. any failure to meet expected reproduction quality;

even if any of the same are attributable to negligence of any degree or the breach by Independent Newspapers (Pty) Ltd of any contract, with any person, including the advertiser. In addition, if Independent Newspapers (Pty) Ltd should fail for any reason to print any advertisement or should print an advertisement containing an error and/or reduced quality of reproduction, it shall be entitled to distribute that edition of its newspaper even if the non-appearance, error or quality problem is brought to its attention after the newspaper has been printed. Independent Newspapers (Pty) Ltd shall not be liable to any person for any loss or damage, direct or consequential, caused by that non-appearance, error, quality problem or distribution.

3. Unless agreed otherwise, notwithstanding the acceptance of any advertisement, Independent Newspapers (Pty) Ltd does not guarantee the position of the advertisement in the newspaper or the insertion on any specified date or at all. Advertisements are accepted for the publication as a whole and will appear run-of-paper unless special positions have been agreed to by the Advertisement Management at the appropriate premium – terms & conditions apply.
4. Independent Newspapers (Pty) Ltd reserves the right to edit or revise even after acceptance for publication, any advertisement considered by it in its sole discretion, to be untruthful or objectionable in subject matter or wording, or unsuitable for any other reason whatsoever, whether space for the advertisement has been booked in advance or not. If Independent Newspapers (Pty) Ltd does edit or revise the advertisement, such editing or revision shall not in any way, relieve the person placing the advertisement from any legal obligation, liability or indemnity in terms of these conditions.
5. Independent Newspapers (Pty) Ltd reserves the right to suspend an issue or distribution and to increase or decrease the usual number of copies distributed without notice.
6. Where advertisements are booked and the material and/or advertising copy arrives after deadline or fails to arrive, the space may still be charged for at the sole discretion of Independent Newspapers (Pty) Ltd.
7. The cancellation deadline is 2 working days prior to publication. Independent Newspapers (Pty) Ltd reserves the right to charge the advertiser for advertising space that is not cancelled timeously.
8. It is the responsibility of the advertiser to report any errors in the advertisement within one week after date of publication – failing which, no claim or compensation will be considered.
9. Should the compensation be in the form of a rerun advertisement, the corrected advertisement must be placed within one week of the error.
10. Orders for advertisements are not accepted for a period longer than 12 months.
11. The full name and street address of the advertiser must appear in all advertisements that ask for money, postal orders or stamps.
12. Independent Newspapers (Pty) Ltd may agree on a discount rate for prescribed minimum volumes of advertising; or of consecutive insertions; or advertising expenditure over an agreed period of time. In such circumstances, the advertiser will be invoiced monthly at the agreed discount rate for advertising placed within the month in question. In the event of the advertiser not meeting the agreed volume of advertising; or the number of consecutive insertions; or the advertising expenditure by the end of the agreed period, the advertiser will be surcharged for the difference. If the advertiser does not make any payment on due date, the advertiser will forfeit the discount and be liable to pay the full rate for the advertising placed during the agreed period.
13. The advertiser placing an advertisement in an Independent Newspapers (Pty) Ltd publication indemnifies Independent Newspapers (Pty) Ltd and its employees against any liability whether in respect of damages, costs or otherwise that it may suffer or incur as a result of the publication of that advertisement.
14. Payments:
 - 14.1 ACCOUNT HOLDERS – All accounts are payable on a basis of 30 days, otherwise pre-payment with order becomes essential.
 - 14.2 PRE-PAYMENTS – All payments must be made by deadline – cheques must be dated up to booking deadline day (no post-dated cheques dated for any time after the copy deadline are acceptable).