

Terms & Conditions



Belfast
Telegraph

Our Vision. Your Success.

Terms & Conditions of Acceptance of Advertisements

Listed below are the Terms and Conditions of Acceptance of Advertisements for the Belfast Telegraph, including all its specialist editions and supplements, Sunday Life, Ads for Free, Community Telegraph, any other publications, and various websites (including belfasttelegraph.co.uk, nijobfinder.co.uk, nicarfinder.co.uk and PropertyNews), all of which are published by Independent News & Media (NI), which is a division of Independent News & Media Ltd.

- The Belfast Telegraph including all its specialist editions and supplements, Sunday Life, Ads for Free, and Community Telegraph, any other publications, and various websites (including belfasttelegraph.co.uk, nijobfinder.co.uk, nicarfinder.co.uk and PropertyNews), is published by Independent News & Media (Northern Ireland) ("The Publisher"). These conditions apply to every order for the insertion of an advertisement in the Belfast Telegraph including all its specialist editions and supplements, Sunday Life, Ads for Free and Community Telegraph and to the insertion of that advertisement. The placing of the order will be considered an acceptance of these conditions by the person placing the order ("The Advertiser(s)") which expression shall where the order is placed by an Advertising Agency or any other Agency include that Agency. An advertisement is accepted on the understanding that the relationship between the Advertiser and the Publisher is governed by the conditions set out below. Unless specifically approved in writing by the Publisher, the conditions stipulated on an Advertiser's Order form or anywhere else shall be void.
- These conditions apply in place of and in preference to any conditions or terms offered or referred to by the Advertiser when placing his order or at any other time apart from such terms as are expressly accepted in writing by the Publisher at the time at which the order is placed. Where appropriate "advertisement" includes a loose or bound-in insert.
- For the purpose of these conditions, "Advertiser" shall refer to the contractual principal, that is the party responsible for payment of charges arising from the publication of an advertisement.
- The Belfast Telegraph, including all its specialist editions and supplements, Sunday Life, Ads for Free, Community Telegraph, any other publications, and various websites (including belfasttelegraph.co.uk, nijobfinder.co.uk, nicarfinder.co.uk and PropertyNews) reserves the right to:
 - publish an advertisement or omit or suspend any advertisement for which an order has been accepted in every case without stating any reasons for so doing.
 - refuse any advertisement copy where absolutely necessary.
 - amend advertisement copy where absolutely necessary.
- Where the order is for the publication of the same advertisement in successive editions of the Belfast Telegraph, including all its specialist editions and supplements, Sunday Life, Ads for Free, Community Telegraph, any other publications, and various websites (including belfasttelegraph.co.uk, nijobfinder.co.uk, nicarfinder.co.uk and PropertyNews) is required to check the advertisement on the first day of publication and subsequently thereafter if applicable and to inform the Publisher immediately by telephone, e-mail or fax should there be an error, misprint or omission in the advertisement appearing. In the event of an error, misprint or omission in the printing of an advertisement or part of an advertisement the advertisement will be allowed to appear in its uncorrected form until there is a reasonable and appropriate time for the Publisher to amend or stop same.
- The Publisher shall not be liable for any omission or inaccuracy in published advertisements, or for the failure of any advertisement to appear, arising from any cause including negligence.
- Orders are accepted on the understanding that the Publisher is under no obligation to fulfil any order or publish any advertisement either promptly or at all if the production or distribution of the publication concerned is delayed or prevented or the size format or area of distribution of the publication is affected in any of the foregoing cases by strikes or other industrial action (whether on the part of employees of the Publisher or otherwise) breakdown of plant delays to or interruption of services or any other cause beyond the control of the Publisher.
- Advertisers are required by the Publisher to warrant and it is a condition of the execution of any order that they do so warrant that any advertisement submitted by them would if published not infringe any provision of law whether statutory or otherwise or any voluntary Code of Practice recommended to the advertising profession by the Advertising Standards Authority, and that the advertisement is not defamatory and does not breach any contract infringe any copyright, trade mark, moral rights or any other rights of any third party, or render the Publisher liable to any proceedings whatsoever wheresoever.
- The placing of an order by an Advertiser, or by an Advertising Agent or by any other Agency acting on behalf of a client, constitutes an assurance that all necessary authority and consents have been secured in respect of the use in the advertisement(s) (a) of pictorial or other representations of (or purporting to be of) living persons, and of references to any words attributed to living persons and (b) material the copyright in which vests in any third party.
- If so required, the Advertiser must disclose the identity of the client and reveal the nature of the product/service to be advertised. The Advertiser must produce any additional information the Publisher deems necessary in respect of any advertisement. In the event of the Advertiser failing to comply with such requests the Publisher reserves the right to cancel the advertisement, in which case no claim on the part of the Advertiser for damages or breach of contract shall arise.
- All Advertisers shall indemnify the Publisher in respect of any costs, damages, losses suffered or charges incurred by the Publisher arising directly or indirectly from the production or publication of an advertisement, where such an advertisement conformed with the copy instructions supplied by the Advertiser as result of any legal proceedings or threatened legal proceedings (whether or not in respect of negligence on the part of the Publisher) in any case arising from the publication of an advertisement in accordance with instructions supplied by the Advertiser.
- The copyright for all purposes in all artwork, copy and other material which the Publisher or his employees have originated, contributed to or reworked shall vest in the Publisher.
- The insertion of advertisements ordered by an Advertising Agency or any other Agency is governed by the terms of any agreement or recognition existing between the Agency, The Newspaper Publishers Association Limited, The Newspaper Society (and The Scottish Daily Newspaper Society).
- In accepting financial advertisements, the Publisher does so on the understanding that their copy content, authorisation and having have been processed in accordance with the requirements of the Financial Services Act, 1986.
- Copy including digitally transmitted copy, artwork, photographic prints and any other materials supplied in connection with advertisements shall be subject to the approval of the Publisher. The Advertiser is expected to insure the said materials against loss or damage whilst they are in the possession of the Publisher and the Publisher cannot accept any responsibility for any such loss or damage arising from any cause including negligence. The Publisher reserves the right at their discretion to dispose of any material if unclaimed within reasonable time after the last ordered insertion.
- A 0.1% Advertising Standards Board of Finance surcharge is levied on all gross advertising rates (except in respect of excluded categories). This surcharge is payable by the Advertiser, and is used to help finance the self regulatory control system administered by the Advertising Standards Authority.
- All space will be charged at the appropriate rate prevailing at the time of publication and such rates may be altered at any time. Charges will be made to the Advertiser where the printers are involved in extra production work owing to acts or defaults of the advertiser or his agents. These charges will be in accordance with the published rates current at that date.
- The right is reserved to change the classification of any advertisement accepted if in the opinion of the publisher that advertisement has been placed in an incorrect classification.
- It is a condition of acceptance that Advertisers accept and conform with the various publications deadlines, technical requirements and limitations as notified to them by the Publisher and contained in the current media pack, copies of which are available on request.
- Any changes requested by the Advertiser to the advertisement after it has been submitted for publication must be made within a reasonable time prior to the publication date which will vary depending upon the publication or specialist supplement. The Publisher will endeavour to advise the Advertiser of the deadline for submitting amendments to an advertisement at the time of placing the order, if requested. If such amendments are not notified within this period indicated by the Publisher and accordingly the changes are not implemented then the Advertiser remains responsible for the cost of publication of the advertisement.
- Cancellation of any advertisement after the advised or agreed copy deadline will necessitate the invocation of a 75% cancellation charge. Premium positions will still be charged at full price if cancelled after copy deadline.
- Cancellation of premium positions must be made two weeks prior to the copy deadline.
- Where an advertisement is inserted giving only a box number for replies a fee for the use of the box number will be charged. The current cost of this service is available on application.
- Payment is due from Monthly Account Holders by the 25th of each month following the month in which the advertisement appears. For Non Monthly Account holders, payment is due by return on the first publication of the advertisement even if the order is for publication of the advertisement in successive editions.
- Advertisements which appear in any of the company's publications may also be published on the company's web-site.
- These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of Northern Ireland.