

Trading terms

1. All advertisements in magazines owned by Positive Action Publications Ltd must comply with the requirements of English laws and customs. The infringement of any of these is a matter for the advertiser, and not for the publisher, to resolve with the aggrieved party.
2. **All invoices are for settlement in full within 28 days and British VAT, where appropriate, will be added at the rate ruling on the date of invoice. In the event of late payment, the publisher reserves the right to levy a 10% late payment surcharge and appropriate interest.**
3. **Payment** may be made by bank transfer (IBAN Number: GB 40 BARC 20434750724343) or by cheque in British Pounds Sterling drawn on a London bank, in US dollars drawn on a US bank or in Euros.
4. When Positive Action Publications Ltd designs, makes or amends an advertisement, no liability is accepted by Positive Action Publications Ltd for any errors unless the advertiser has proofed the advertisement and Positive Action Publications Ltd has then failed to amend proofing corrections. Proofs are only supplied on request. Liability is limited to a maximum of the purchase price of the advertisement.
5. When Positive Action Publications Ltd designs, or otherwise amends an advertisement for an advertiser **the copyright** for the advertisement remains with Positive Action Publications Ltd until they transfer it to the advertiser in writing. The transfer of copyright will not be unreasonably withheld but may be withheld if any agreement, including payment, between advertiser and Positive Action Publications Ltd has not been fulfilled.
6. **Orders for advertisements** may only be cancelled in writing and the cancellation is only valid if it is received at least 10 weeks before the publication date.
7. **Materials** will only be returned or transferred to a third party on receipt of a written request and it is Positive Action Publications Ltd's policy not to retain materials in their possession that have not been used in the previous 12 months.
8. In the event of a series of advertisements being cancelled mid-series, Positive Action Publications Ltd reserves the right to charge the advertiser the difference in the series rates.
9. **All contracts between Positive Action Publications Ltd and advertisers are subject to the laws of England only.**
10. While Positive Action Publications Ltd, its employees, agents and subcontractors will endeavour to take every care of materials submitted to them, they accept no liability for damage (including loss) of these materials.
11. **Discounts**, including those for series and those given to agencies, are given on the understanding that the account is paid on time. In the event of late payment Positive Action Publications Ltd reserve the right to reclaim the discount.
12. Where an agency is involved, **the agency and their client are jointly and severally liable for all charges.**
13. While Positive Action Publications Ltd makes every effort to ensure that magazines reach their destinations by the appropriate time, the company accepts no liability for late delivery and no liability for the actions of its distributing agents should these cause such delays.
14. **Agency discounts are only applicable for approved agencies** and then only when Positive Action Publications Ltd have been advised of and agreed the agency's role in the transaction. No agency discount will be given retrospectively. Recognised agencies qualify for a discount providing it is agreed and shown on the confirmation of order.
15. **Delivery of materials by private couriers must be to our geographical address**, not our PO Box number. All materials sent from outside Britain must detail our TURN number. It should always be written as TURN 000450731567 on the outside of the package and on any accompanying paperwork.