

## ***Blueprint*: Terms and Conditions of Acceptance of Advertisements**

### **General**

1. Advertisements are accepted for publication at the discretion of the editor of *Blueprint*. The University reserves the right to refuse publication of any advertisement, at any time. Further details on advertising in *Blueprint* are available online at <http://www.ox.ac.uk/blueprint/ads.shtml>.
2. The advertiser must obtain the agreement of the University to the inclusion of an advertisement, prior to its submission. This agreement is without prejudice to the right to refuse publication reserved in clause 1 above.
3. The size, wording, and layout of a proposed advertisement are to be agreed with the University prior to its submission.
4. The deadline for receipt of advertisements, to the publication of which the University has previously agreed, will be six weeks prior to the publication of *Blueprint*. The University reserves the right to change this deadline from time to time.
5. After the deadline for receipt of advertisements has passed, it will not be possible to remove, or to make any alteration to, an advertisement that has been accepted for publication.
6. If the proposed advertisement is intended to contain wording in any language other than English, an English translation is to be provided, the accuracy of which is warranted by the advertiser.

### **Charges and payment**

7. Charges for advertising will be published on the Internet, at an address that will be published in *Blueprint*, and may also be obtained upon enquiry.
8. The service provided by the University for the charge specified shall comprise (i) publication of the advertisement in an issue or issues of *Blueprint* and (ii) all reasonably expectable procedures in connection therewith (subject to the provisions of clauses 24, 25, and 26 below).
9. The advertiser must obtain the prior agreement of the University to any procedures that the advertiser wishes to be undertaken by or on behalf of the University in relation to the advertisement, apart from those specified in clause 8 above. Such procedures may, at the University's discretion, be subject to a charge additional to the charge made for the services specified in clause 8 above.
10. Payment may be deferred by agreement with the University.
11. If payment has not been deferred by agreement, full payment must be received before publication of the advertisement.
12. If payment has been deferred by agreement, payment is to be made within thirty days of the invoice date.

13. Following publication, one voucher copy of the advertisement will be forwarded to the advertiser. Where payment has been deferred by agreement, the voucher copy will be sent with the invoice.

14. Where the University deems it necessary, because of the failure of the advertiser to comply with any provision in these terms and conditions, to refuse (i) publication of an advertisement following its acceptance for publication, or (ii) the continuance of publication of an advertisement: (a) the advertiser will be liable for the cost of any insertions of the advertisement already made by the time of this refusal; (b) the University will at its discretion determine whether the advertiser shall be liable for the cost of any insertions of the advertisement agreed prior to, but which have not taken place by the time of, this refusal; (c) the cost applicable under (a) and (b) will be the full published cost; and (d) any discount allowed prior to this refusal will not apply.

### **Cancellation**

15. If the advertiser has submitted an advertisement for publication in one issue only of *Blueprint*, the advertiser may arrange to cancel publication at any time up to fifty-six days prior to the publication of the issue of *Blueprint* in which the advertisement was to appear.

16. If the advertiser has submitted an advertisement for publication in a series of issues of *Blueprint*:

(i) the series of insertions may be cancelled in full at any time prior to fifty-six days before the publication of the first issue of *Blueprint* in which the advertisement was due to appear;

(ii) following commencement of publication of the series of insertions, cancellation may be arranged only with effect from the issue or issues of *Blueprint* appearing following fifty-six days from due receipt by the University of notification of cancellation;

(iii) the advertiser will be liable for the cost of publication of the advertisement in an issue or issues of *Blueprint* appearing within fifty-six days of due receipt by the University of notification of cancellation;

(iv) (a) the cost applicable for the publication of the advertisement (1) prior to cancellation, and (2) in an issue or issues of *Blueprint* appearing within fifty-six days of due receipt by the University of notification of cancellation, will be the full published cost; and (b) any discount allowed for the publication of the full series of the advertisement will not apply.

### **Supply and processing of advertisements**

17. The consent of the University must be obtained before an advertisement is supplied in reproducible form.

18. It is the responsibility of the advertiser to ensure that any advertisement supplied for publication in *Blueprint*, howsoever supplied, conforms in every respect to the specification agreed with the University with regard to size, wording, and layout. If this condition is not met, the University reserves the right to refuse publication of the advertisement.

19. It is the responsibility of the advertiser to ensure that the advertisement which is derived from any materials or electronic files supplied can be printed in *Blueprint* to an acceptable standard. Where the advertisement cannot, in the University's reasonable opinion, be printed to an acceptable standard, the University reserves the following rights: (i) if the advertisement can be brought to an acceptable standard by alteration of it, to do so; (ii) to impose a charge on the advertiser for this work; (iii) to refuse publication of the advertisement.

20. Materials and electronic files provided for publication of an advertisement are supplied at the advertiser's risk, and cannot be returned to the advertiser. The University (including Oxford University Press) accepts no liability for loss of, or damage to, such materials or electronic files, howsoever caused.

21. The advertiser may enter into an agreement with the University for the design or typesetting of an advertisement. Clause 9 above shall then apply.

### **Copyright in artwork**

22. The copyright for all purposes in all artwork, copy, electronic files, and other material which the University or its employees or Oxford University Press or its employees have contributed to or reworked shall vest in the University.

### **Disclaimer**

23. The University (including Oxford University Press) accepts no responsibility for the content of any advertisement published in *Blueprint*. Readers should note that the inclusion of any advertisement in no way implies approval or recommendation of either the terms of any offer contained in it or of the advertiser by the University (including Oxford University Press).

### **Errors**

24. While every care is taken to avoid mistakes, the University (including Oxford University Press) cannot accept liability for any errors, misprints, or omissions in the printing of an advertisement due to third parties, subcontractors or inaccurate copy instructions or where the error, misprint or omission (whether or not due to the University or Oxford University Press) does not, in the University's reasonable opinion, materially detract from the advertisement.

25. Without prejudice to clause 24, in the event of any error, misprint, or omission in the printing of an advertisement or part of an advertisement, the University will at its option either reinsert the advertisement or make in its discretion a reasonable refund of or adjustment to the cost. No reinsertion refund or adjustment will be made where the error, misprint, or omission does not in the University's reasonable opinion materially detract from the advertisement.

26. The total liability of the University of Oxford and Oxford University Press for any error, misprint, or omission shall not exceed the amount of a full refund of any price paid to the University of Oxford or Oxford University Press for the advertisement in connection with which liability arose or the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which liability arose.

## **Advertiser's warranty and indemnity**

27. The advertiser warrants:

(i) Not to discriminate against any respondents to an advertisement published in *Blueprint* on the basis of their gender, sexual orientation, marital or civil partner status, gender reassignment, race, religion or belief, colour, nationality, ethnic or national origin, disability or age, or pregnancy.

(ii) That the advertisement does not contravene any current legislation, rules, regulations or applicable codes of practice.

(iii) That it is not in any way illegal or defamatory or a breach of copyright or an infringement of any other person's intellectual property or other rights.

28. The advertiser will indemnify and keep the University of Oxford and Oxford University Press fully indemnified in respect of all claims, costs, demands, damages, liabilities, or other charges whatsoever arising as a result of legal actions or threatened legal actions resulting from the publication of the advertisement published in accordance with the copy instructions supplied to Oxford University Press.

### **Non-insertion**

29. While every endeavour will be made to meet the wishes of advertisers the University does not guarantee the insertion of any particular advertisement.

### **No liability for non-appearance of *Blueprint***

30. The University (including Oxford University Press) shall not be liable for any loss or damage occasioned by any total or partial failure (howsoever caused) of publication or distribution of any issue of *Blueprint* in which any advertisement is scheduled to appear.

31. Nothing in these terms and conditions seeks to exclude any liability that cannot be excluded at law.

### **Acceptance of terms**

32. The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above terms and conditions and any conditions stipulated on an agency's order form or elsewhere by an agency or an advertiser shall be void insofar as they are in conflict with them.

33. The University reserves the right to omit or suspend an advertisement at any time if the identity and the full postal address of the advertiser are not disclosed to the University or are not disclosed in the advertisement where such disclosure is required by law. The provisions of clause 14 above will then apply.

17.11.08