



## Booking Form: 12 Months Online Directory Listing for £225 + VAT

Start Date: .....

Advertiser's Company Name: .....

Advertiser's Address: .....

.....

Telephone: ..... Email: .....

Invoice Name (if different): .....

Invoice Address: .....

.....

Telephone: ..... Email: .....

### Payment (VAT No: 581 4550 37)

Please note: If your company/organisation does not already have a credit account with IWMBS you may be asked to pay by credit card as an alternative to completing a new customer form, with trade references being taken up.

Please invoice my organisation, quoting purchase order number:.....  
(failure to provide a purchase order number will invalidate the booking)

Please debit my credit card for £ ..... (Mastercard or VISA only)

Card Number:

Expiry Date:   /   CVS:

Name of card holder: .....

COMPANY AUTHORISED SIGNATORY TO SIGN THIS FORM TO CONFIRM YOUR BOOKING  
(by signing you agree to accept the booking terms as set out below)

SIGNATURE: ..... DATE .....

PRINT NAME: ..... POSITION: .....

Please note: to be able to submit this form electronically (by email), you have to have an electronic signature. If you do not, please print out the completed form and fax back. Please do not submit by email if you are giving your credit card details.

### Data Protection

CIWM and its trading subsidiary IWM Business Services Ltd would like to keep you up to date with the latest developments, events, publications and other products and services that we feel you will find interesting, but we won't contact you with these messages if you tick this box

Occasionally we would like to share your details with carefully selected organisations whose products and services we feel might interest you. If you would prefer not to receive this information, please tick here: by post  by phone   
If you would like to receive this information by email please tick here

Please return to: IWM Business Services Ltd, 9 Saxon Court, St Peter's Gardens, Northampton NN1 1SX

T: (01604) 620426 F: (01604) 604467 E: directory@ciwm.co.uk Web: www.ciwm.co.uk

IWM Business Services Ltd is a subsidiary company of The Chartered Institution of Wastes Management, Registered in England and Wales No. 2731563

# Terms And Conditions

## 1. General

1.1 In these terms and conditions the following definitions shall apply where the context so admits:

**Advertiser** - The person, firm or company placing the Advertisement with IWM, as named on the Booking Form attached to these terms and conditions ("the Booking Form").

**Advertisement** - The Advertisement which is the subject of the Advertiser's order, whether it is to appear as a display Advertisement or in the classified section, or on an insert, or on IWM's website, and including any advertising material proposed to be included in the Advertisement.

IWM - IWM Business Services Limited.

1.2 These conditions together with the Booking Form shall apply to all Advertisements accepted for publication. Any other term or condition shall be void unless incorporated clearly in written instructions and specifically accepted by IWM.

## 2. Order and Liability

2.1 The Advertisement shall be delivered by the Advertiser at its sole risk and expense to IWM by the agreed copy deadline. IWM shall have no obligation to accept Advertisements delivered late. Delivery shall only be deemed to have been made once the relevant publishing instructions have been given and accepted by IWM. It shall be the obligation of the Advertiser to supply the Advertisement or the relevant publishing instructions to IWM, and IWM shall be under no obligation to contact the Advertiser in connection with the Advertisements. If copy instructions are not received by the agreed copy date, no guarantee can be given that proofs will be supplied nor corrections made in respect of the Advertisement, and IWM reserves the right to repeat the most appropriate copy.

2.2 The Advertisement, and all property or rights in the Advertisement, and any artwork, film, computer files or other material forming part of the Advertisements are held at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. IWM shall use all reasonable endeavours to ensure that the Advertisement is not destroyed or otherwise damaged, but shall accept no liability in respect thereof.

## 3. Approval of Advertisements

3.1 All advertisements are accepted subject to IWM's approval of the copy and to the space being available.

3.2 IWM may withhold its approval of the Advertisement at their sole discretion and without assigning any reason thereafter.

3.3 The Advertiser shall have the right to request IWM in writing to make changes to the Advertisement and/or the publication dates and IWM shall use its reasonable endeavours to comply with such requests at the Advertiser's expense.

3.4 IWM shall in no circumstances be held responsible for any expenses incurred as a result of additions to, changes in, or deletions from any Advertisement reasonably required by IWM.

3.5 Without prejudice to the foregoing IWM reserves the right in its absolute discretion to do any act or thing in respect of the publication of any Advertisement or part thereof which in the sole opinion of IWM contains unsuitable material and IWM shall not thereby incur any liability to the Advertiser or to any third party whatsoever for damages or otherwise in respect of any non-publication of such Advertisement or part thereof, but the Advertiser shall remain liable to IWM for the charges payable under this Agreement in respect of the Advertisement as published.

3.6 The Advertiser shall provide IWM with copies of all inserts by the print copy deadline specified on the Booking Form, and the provisions of clause 3.2 shall apply to all such inserts.

## 4. IWM's Liability

4.1 IWM agrees to take every care to avoid mistakes but cannot accept liability for any errors due to third parties, sub-contractors or inaccurate copy instructions. Should any error in or failure to publish the Advertisement be due to the act or default of the Advertiser or its servants or agents, then the space reserved for the Advertisement shall be paid for in full notwithstanding that the Advertisement has not appeared. Such error or omission shall be notified to the Advertiser by IWM as soon as possible.

4.2 IWM does not guarantee that the dates of publication booked by the Advertiser will be adhered to. If an Advertisement is not published on the date booked by the Advertiser IWM will endeavour to publish the Advertisement some other date. If any offer of an alternative date for such publication is not acceptable or not made by IWM, IWM shall subject to clause 4.3 below, make no charge to the Advertiser for such booking but shall be entitled to be paid by the Advertiser any reasonable fees or expenses due to IWM. In such event as specified in this clause neither the Advertiser nor any third party shall have any claim against IWM in respect of non-publication or for any expenses, damages or for consequential loss or loss of profit whatsoever or howsoever incurred (directly or indirectly) as a result of thereof.

4.3 IWM shall incur no liability whatsoever for any failure to publish all or any part of any Advertisement or for any error in any Advertisement published, save that its total failure to publish an Advertisement shall be due to any fault of IWM that Advertisement shall not be charged for.

4.4 The positioning of Advertisements is at the discretion of IWM except where the Advertiser has made a specific request for a preferred position which has been acknowledged by IWM in writing. If any Advertisement in respect of which a preferred position has been requested is not received by the relevant copy date, the preferred position may be lost but shall be paid for in full notwithstanding that the Advertisement may not appear or may not appear in the preferred position.

## 5. Charges

5.1 If a series discount has been agreed by IWM in consideration of the Advertiser placing an order for a series of Advertisements, the Advertiser may only cancel Advertisements in the series which are still to be published if IWM so agrees in writing. If IWM does so agree, the Advertiser shall be liable to pay to IWM the amount of the discount previously allowed on those Advertisements which have already been published and/or invoiced.

5.2 Charges will be made to the Advertiser where the printers used by IWM are involved in extra production work due to acts or defaults of the Advertiser or his agents. These charges will be at the rate agreed prior to publication.

5.3 All invoices shall be settled by the Advertiser not later than 30 days after the date of the invoice. IWM shall without prejudice to its other rights be entitled to refuse the publication of any Advertisement of the Advertiser at any time after the due date for payment of the relevant invoice if such invoice remains outstanding.

5.4 If any payment is not received by the due date, the Advertiser shall pay IWM interest both before and after judgement, at the rate of 4 per cent per annum above the base rate from time to time of Lloyds TSB Bank plc (such interest shall be calculated from the date such sums become due until paid).

## 6. Cancellations

6.1 You can cancel your booking at any time during the 12 month period, but you will not be entitled to any refund.

## 7. Warranties and Indemnities

7.1 The advertiser hereby warrants, represents and undertakes to IWM as follows:

7.1.1 that the Advertisement will not infringe the copyright, trade marks or other rights or be defamatory of any third party;

7.1.2 that it has obtained and paid for all the necessary consents, licences and permissions for the publication of the Advertisement;

7.1.3 that the Advertisement will comply with all necessary rules and regulations including without limitation the British Code of Advertising Practice and those of any foreign jurisdictions where the Advertisement may be read;

7.1.4 that it has taken or will take all necessary steps to ensure that nothing is or will be contained in the Advertisement which might make its publication illegal or actionable for any reason in any of the countries or territories in which the Advertisement is published or may be read;

7.1.5 that it will fully indemnify and keep IWM fully indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities howsoever arising from any breach of the Advertiser's warranties, obligations or agreements contained herein or in any manner whatsoever in consequence of the publication of the Advertisement.

## 8. Copying

8.1 The Advertiser hereby grants IWM the right to make copies of the Advertisement for IWM's archives and to enable IWM to submit a copy of the Advertisements to any necessary authority or licensing body in order to comply with the provisions of the British Code of Advertising Practice or any other applicable rules and regulations.

## 9. Assignments

9.1 IWM reserves the right at any time to assign this Agreement to any company, firm or person whatsoever. Accepted orders for Advertisements are personal and may not be assigned by the Advertiser.

## 10. Force Majeure

10.1 IWM shall not be liable for any breach of this Agreement caused by fire, lightning, explosion, subsidence, flood, hurricane, Act of God, inclement weather, precipitation, war, civil disorder, strikes, lock-out or trade disputes, delays in transport, failures in internet service, or for any other reason whatsoever beyond the control of IWM (together "Force Majeure"). If an event of Force Majeure prevents the publication of this Advertisement in accordance with the terms of the Agreement IWM shall be entitled at its sole option to terminate this Agreement or to publish the Advertisement at such other dates as it shall in its sole discretion determine and all other terms of the Agreement (including without limitation the Advertiser's obligations to make payment to IWM) shall remain in full force and effect.

## 11. Waiver

11.1 Any waiver of any term or condition of this Agreement by IWM to be effective must be in writing and in any event shall not affect any other right of IWM hereunder nor shall the same be deemed to be a waiver if any other term or condition of this Agreement or a subsequent breach of such term or condition.

## 12. Governing Law

12.1 This Agreement shall be construed in accordance of the laws of England and the parties hereto hereby submit to the exclusive jurisdiction of the English Courts.