

# Terms & Conditions: Client Advertising

## These terms govern the contractual relationship between you (the "Client") and Toddle About Limited ("Toddle About").

The Client is deemed to have agreed to these terms when they commence or continue with an advertising booking.

The Client's advertising will be placed in the publication(s) or other media as specified at the time of ordering unless expressly agreed otherwise.

### Advertising Standards

Toddle About seeks to operate in an ethical manner. Accordingly there are product types which will not be advertised (examples of which are: breast milk substitutes, tobacco, alcohol, and weaponry). A full list of product types is available upon request.

Further it is Toddle About policy to refuse advertising which could be considered to be offensive, misleading, inappropriate or harmful to the 'Toddle About' brand. Accordingly, Toddle About reserve the right to accept adverts or instructions from potential Clients at its sole discretion.

### Intellectual Property

Where Toddle About undertake any design work for the Client, any existing intellectual property rights shall remain with the Client, and any new intellectual property rights arising upon the creating of any work shall vest in Toddle About unless otherwise agreed.

### Payment

Advertising will be paid either at the time of booking or on receipt of invoice.

For magazine advertising, the Client may choose from three advert booking types: a) On Demand; b) Rolling Contract; c) Annual Booking.

On Demand and Annual Booking Invoices will be submitted by Toddle About at the time of booking. Full payment must be received by Toddle About by the applicable publication copy deadline, unless otherwise agreed.

The Client must pay for Rolling Contract adverts in monthly instalments by Direct Debit instruction. Each Advert payment consists of 3 monthly instalments and Toddle About will submit an invoice for each instalment for the Client's records.

Rolling Contract monthly payments commence from the date agreed at the time of booking, which is typically the booking/copy deadline date.

### All Bookings

Prices on all advertising bookings are reviewed on an annual basis, with new rates being applied from 1st September each year. Toddle About will endeavour to give reasonable notice to existing customers of any price changes to their advert bookings.

Toddle About reserve the right to charge interest and claim compensation on any

money overdue in accordance with these payment terms in line with current legislation.

### Cancellation Policy

Toddle About reserve the right to cancel the Client's advertising at their sole discretion with immediate effect and without notice.

The Client may cancel their online advertising at any point.

A Client may cancel their magazine advertising booking at no charge on any date earlier than the booking deadline for the first advert in their booking. Cancellation after this booking deadline will incur a full charge.

Cancellations on adverts within a bulk booking or **Annual Booking** will be accepted at Toddle About's discretion. Where cancellations are accepted, any discounts applied to past invoices for adverts within the bulk booking in question must be repaid to Toddle About.

Cancellations on adverts in a Rolling Contract can be made at any time and the cancellation will apply to the advert that corresponds to the next booking deadline on the calendar. All booking deadlines are at [www.toddleabout.co.uk/deadlines/](http://www.toddleabout.co.uk/deadlines/).

All outstanding payments or instalments due on advertising run prior to the cancellation request must all be paid by the Client.

Cancellations of advertising for which 'free' design work has already been carried out by Toddle About will incur a £49 + VAT charge. Charges for design work for adverts are non-refundable.

### Magazine Advertising

The Toddle About magazine will be published four times per year, typically in, but not restricted to, the months of January, April, July and October, together with any additional publication dates added by Toddle About from time to time. Full details of release dates can be seen at [www.toddleabout.co.uk/deadlines/](http://www.toddleabout.co.uk/deadlines/).

The Client's final artwork for their advert for publication should be sent to Toddle About by email to [support@toddleabout.co.uk](mailto:support@toddleabout.co.uk) or uploaded online at [www.toddleabout.co.uk/advertise/upload/artwork.php](http://www.toddleabout.co.uk/advertise/upload/artwork.php) by the copy deadline date provided by Toddle About. Toddle About may not be able to accept artwork submitted after the copy deadline.

Advert artwork will be accepted in the following formats:

- Print Quality PDF files with all fonts embedded
- JPEGs, TIFFs or EPSs with minimum resolution of 300 dpi

Toddle About will try and accommodate other file formats.

### Liability

Toddle About shall use reasonable skill and care in discharging its obligations arising

under these terms and conditions. Toddle About will use its reasonable endeavours to issue its publications to the public on the relevant publication dates specified, however Toddle About will not be held liable for any issues arising as a result of late publication. Toddle About will inform affected Clients of any delays to publication as soon as reasonably practicable.

The Client is fully responsible for the content of their advert, whether it is designed by themselves, Toddle About or a third party. The Client is fully responsible for the content of their advert, which must comply with the British Code of Advertising Practice, and any other applicable legislation or regulatory guidelines to which such advert may be subject and any claims by a third party of infringement of their intellectual property rights (save for those expressly reserved to Toddle About outlined above). The Client will indemnify Toddle About for any claims arising as a result of a Client's breach of its obligations under this paragraph.

Notwithstanding the foregoing Toddle About shall not be liable for loss of business, profits, anticipated earnings or savings or loss of or damage to any data belonging to the Client or any third party, or any indirect incidental, special or consequential loss howsoever arising. Toddle About maximum liability to the Client, howsoever arising shall not exceed the value of the Toddle About fee quote (or invoice value if issued) in relation to the work undertaken by Toddle About for the applicable advert.

Nothing in these terms and conditions shall limit Toddle About liability for death or personal injury arising from fraud, or arising from Toddle About's negligence.

A Client's exclusive remedy shall be the entitlement to free publication of advertising in future or a refund, as Toddle About, in its sole discretion, considers reasonable.

Toddle About shall be liable for its failure or non-performance of its obligations to the Client under these terms and conditions to the extent that such non-performance is due to a matter beyond its reasonable control (including without limitation, acts of God, fire, flood, strikes, civil commotion, electricity failures).

These terms and conditions constitute the full and final terms between Toddle About and the Client and supersede any and all other agreements relating to such subject matter.

Toddle About reserves the right to vary, change, alter, amend, add to or remove any of these terms with immediate effect at their sole discretion.

These terms and conditions are not intended to create rights of any third party to enforce these terms and conditions under the Contracts (Rights of Third Parties) Act 1999.

The relationship between Toddle About and the Client shall be governed by the laws of England and Wales.