

# Advertising Booking form 2010-2011

Tel: +0(44) 7738 615720  
Email: publisher@ocamagazine.com  
Web: www.ocamagazine.com



All advertisers are entitled for up to 50 FREE copies, for their own distribution

Contact Name .....  
Address: .....  
..... Post Code: .....  
Telephone:..... Mobile: .....  
Email: ..... Website: .....

**SPECIAL OFFER: Advertise in 4 issues and receive 25% discount.**  
To secure space please indicate below which issue you wish to advertise and space you require

## ISSUES 2010-2011

	UK edition	North America edition	Germany edition
October 2010			<b>Please tick</b>
December 2010			
March 2011			
June 2011			
October 2011			
December 2011			

## Space Required

Back cover.....	297x210mm.....	£3950.....	
Inside cover .....	297x210mm.....	£2950.....	
Pages 1-6 .....	297x210mm.....	£2050.....	
Full page colour.....	297x210mm.....	£1265.....	
Half page .....	202x130mm.....	£650 .....	
1/3 page .....	265x65mm .....	£375.....	
Business card .....	54x93mm .....	£100.....	

**Total:**.....

Please make cheques payable to SILK ROAD MEDIA. If you require to be invoiced please tick box and ensure you contact details are correct

**IMPORTANT:** Artwork to be received by 14 Day prior to the publication date, For example if you wish to advertise in October issue we will require artwork no later than 5 September 2010

Advertising copy can be supplied in the following format: Adobe PDF, Adobe Photoshop, Adobe Illustrator, CD-Room or by Email. Please supply a hard copy of your advertisement.

Artwork should be sent to: publisher@ocamagazine.com or by post to:  
Silk Road Media 110-Site, 456-458 The Strand, London, WC2R 0DZ, United Kingdom

Signed:..... Date:.....

## Standard Terms and Conditions of Agreement

- 1 The Client agrees that this contract represents the entire agreement between the Client and Silk Road Media hereinafter called "the Publisher" and that no alterations or additions to this contract may be effected unless agreed to by both parties, reduced to writing and signed by the Client and the Publisher and that this agreement will govern all future contractual relationships between the parties; and is applicable to all existing debts between the parties.
- 2 The Client hereby acknowledges that he/she has read and understood each term of this agreement and accepts them as binding.
- 3 All orders, whether oral or in writing, will be binding and subject to these Standard Terms and Conditions of Agreement.
- 4 The signatory warrants that he has been duly authorised to contract on the Client's behalf.
- 5 The signatory hereby binds himself/herself in his/her personal capacity as co-debtor in solidum for the full amount due to the Publisher and agrees that these Standard Terms and Conditions will apply mutatis mutandis to him/her.
- 6 The Client acknowledges that no representations other than those contained in the booking contract, were made by the Publisher in regard to the services or any of its qualities leading up to the contract.
- 7 The Client agrees that neither the Publisher nor any of its employees will be liable for any representations made to the Client, unless reduced to writing and signed by authorised signatories of both parties.
- 8 All orders are subject to space being available.
- 9 All cancelled orders are subject to a 50% cancellation fee.
- 10 No cancellations will be accepted after the booking deadline and advertisers wishing to cancel after this date, or who fail to provide material timeously, will be liable for 100% of the cost.
- 11 The price specified on this order form excludes any cost for production of the Client's material.
- 12 It is the Client's duty to provide the Publisher with a copy of the advertisement in the correct format, either digital or hardcopy within the time period specified in the Production Instructions. In the event of material, copy or alterations being supplied too late, or if the Client is unable or unwilling to view and accept final proofs, the Client will be liable for the cost of the space booked.
- 13 In the event of the Client failing to supply material for the advertising space booked, the Client authorizes the Publisher to prepare appropriate material and the Client undertakes to pay for the costs of design, origination and production thereof.
- 14 If a specified colour match is required, a Colour correct IRIS proof or similar or tear sheet must be supplied.
- 15 In the instances where the Client provides images, whether photographs or illustrations for use in advertorials to be made up by the Publisher, the Publisher will assume that the Client has copyright of same and it is the sole responsibility of the Client to obtain permission from any individuals that have been used/appear in images. The Client fully indemnifies the Publisher in respect of any claims arising from the unauthorized use thereof by the Client.
- 16 The rates for advertorials include, but are not limited to, typesetting, layout, colour separations and make-up of final material. The Client is limited to the quantity of photographic/image scans per advertorial specified in the rate card relating to the particular publications and any additional scans, tint laying, deep etching or specialized repro work will be for the Client's account. With regards to display advertisements, complete materials are to be supplied unless other arrangements have been made with the Publisher in writing within the time period specified in the Production Instructions. All final material prepared will remain the property of the Publisher.
- 17 Where the Publisher prepares the advert/advertorial for the Client, a proof will be submitted for approval prior to publication. The Client will have forty eight (48) hours to make corrections and changes to this proof.
- 18 The Publisher makes no guarantees in respect of the volume nor quality of the leads or responses to be generated for the Client participation in the publication concerned.
- 19 Although target dates for publication may be set, the Publisher is not bound by such dates. Late publication or omission of any advertisement will not constitute breach of contract by the Publisher and the Publisher will not be liable in any way for such delay or omission. The Publisher reserves the right to suspend any issue at any time without notification to the Client. No refund will be due or cancellation allowed if the publication is suspended for less than ninety (90) days from the end of the month in which publication would have been due.
- 20 The Publisher reserves the right to withhold publication of any advertisement it deems unsuitable or unlawful in its sole discretion. The Publisher also has the right to edit, revise or reject any advertisement it deems untruthful, objectionable, illegal or in conflict with fair competition practices. The Client remains liable for the space booked in the event of the Publisher exercising these rights.
- 21 Under no circumstance will the Publisher be liable for consequential damages or delictual liability for any faulty placement.
- 22 The Client or any agent acting on his/her behalf on whose behalf of at whose instance any advertisement is placed hereby indemnifies the Publisher and all of its employees against any liability which the Publisher may incur to any other person as a result of the publication thereof.
- 23 No claim under this contract will arise unless the Client has given the Publisher thirty (30) days written notice by prepaid registered post to rectify any defect or breach of contract.
- 24 The Client agrees to pay the amount on the invoice on the terms and conditions agreed between the parties, and as specified on the invoice. The Client has no right to withhold payment for any reason whatsoever.
- 25 The Client is not entitled to set off any amount due to the Client by the Publisher against amounts due to the Publisher.
- 26 The Client agrees that if an account is not settled in full against order; the Publisher is entitled to immediately institute action against the Client at the sole expense of the Client.
- 27 The Client agrees that the amount due and payable to the Publisher shall be determined and proven by a certificate issued by the Publisher and signed on its behalf by any duly authorised person, which authority need not be proven. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Client.
- 28 The Client agrees that interest shall be payable on any monies due to the Publisher at the maximum legal interest rate prescribed in terms of the Usury Act, from the date they fall due.
- 29 The Client shall be liable to the Publisher for all legal expenses (including collection fees) on the attorney and own client scale of an attorney and counsel incurred by the Publisher in the event of any default by the Client or any litigation in regard to the validity and enforceability of this agreement. The Client will also be liable for any collection or other fees incurred.
- 30 The Client shall furnish sufficient security in lieu of costs in any action instituted by or against the Client.
- 31 The Client agrees that the Publisher will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrates Courts.
- 32 The Client agrees that no indulgence whatsoever by the Publisher will affect the terms of this agreement or any of the rights of the Publisher and such indulgence shall not constitute a waiver by the Publisher in respect of any of its rights herein. Under no circumstances will the Publisher be estopped from exercising any of its rights in terms of this contract.
- 33 The Publisher shall have the right to institute any action in either the Magistrates Court having jurisdiction or the High Court at its sole discretion.
- 34 Any document will be deemed duly presented to the Client within three (3) days of prepaid registered mail to any of the Client's business or postal addresses or to the personal address of any director, member or owner of the Client; or within twenty four (24) hours of being faxed to any of the Client's fax numbers or any director, member or owner of the Client.
- 35 The Client chooses as its domicilium et exectutandi its business address or the physical address of any director (in the case of a company), member (in the case of close corporation), or of the owner(s) or partners.
- 36 The Client agrees to the standard rates of the Publisher for any services rendered, which may be obtained on request.
- 37 Any order is subject to cancellation by the Publisher due to force majeure from any cause beyond the control of the Publisher, including (without restricting this clause to these instances); inability to secure labour, materials, power or supplies, or by reason of an act of God, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood drought or legislation.
- 38 The invalidity of any part of this contract will not affect the validity of any other part.