



Trading Terms & Conditions

Green Energy Publishing Ltd (known as the 'Company' hereafter) at present publishes two magazines both in print and online: Wind Energy Network and Wave & Tidal Energy Network.

We service the publishing and distribution requirements of our readership who subscribe to receive copies. The magazines exist to serve the supply chains in both industries and to assist in communicating across all tiers.

Promotional marketing

The company offers marketing in the following ways...

- Sponsorships
- Online interactive Links on editorials/promotional material
- Supporting innovative online and printed magazine materials
- Advertising

You may find a list of promotional material/s in our Media Pack which is available online within our website/s.

Sales made are subject to the following terms and conditions...

Pricing

We aim to keep our website up to date with details of current pricing. From time to time, we may give special offers on certain materials and details of these can be obtained from our website or by contacting our Commercial Department on +44 (0) 1765 644224.

Whilst we take all reasonable care to present accurate pricing information, we cannot guarantee that our pricing will not change. However, if our pricing increases, then we will normally check with the client/customer prior to any promotional marketing being carried out.

All prices are in GB Pounds Sterling, unless stated otherwise.

All amounts quoted include VAT (where applicable) but exclude any taxes or duties imposed by countries outside the UK.

We may, in order to comply with distance selling regulations, need to charge the applicable VAT rate for any country for which we exceed the distance selling threshold.

To the extent that any sales are subject to VAT, invoices will reflect the VAT charge. Client/customers from VAT exempt territories within the EU will receive invoices which are VAT exempt and will contain the relevant country's VAT ID number (reverse charge).

We reserve the right to charge interest at 10% per annum on overdue amounts (both before and after judgment).

Bookings

A 'Booking' means a request or order by email communication (or Purchase Order if requested in writing at the time of booking) for promotional marketing to be placed in the company's publications and including, but not limited to, the company's websites. Advertising and PR Agencies, unless the context requires otherwise, will be treated as acting as principal.

Specific conditions

These terms and conditions shall govern every booking and shall constitute a contract between the company and the client/customer and shall apply to all promotional marketing accepted by the company. Any other conditions including the client/customer's standard conditions of purchase are expressly excluded, and no variation of any of these terms and conditions shall have any effect unless expressly agreed in writing by the company.

The company reserves the right to refuse, withdraw, omit or otherwise deal with all marketing promotions at its absolute discretion without any liability to the client/customer thereby arising.

All promotional marketing is accepted subject to space being available and to the creative and/or copy supplied by the client/customer being acceptable to the company, in its discretion. The company shall not in any way be liable to the client/customer for any loss suffered due to non-availability of space or unacceptability of promotional marketing creative and/or copy.

Each booking shall be treated as a separate contract. There shall be no right of set off between separate bookings and/or promotional marketing and regardless of any series, multiple or separate booking by a client/customer or of any series or other discount offered by the company. Each booking and each publication of promotional marketing material shall be deemed to be the subject of a contract.

The Company reserves the right to determine the position of each promotion unless a special position at a premium has been agreed in writing by the client/customer and the company.

Legal authority

The client/customer specifically undertakes that the promotional marketing...

- Shall not contravene any English law, or Act of Parliament
- Shall conform with the British Code of Advertising Practice as stated by the Advertising Standards Authority
- Shall be original to client/customer and shall not be illegal or defamatory or infringe the copyright or other proprietary right of any third party
- Shall be legal, decent, honest and truthful.

The client/customer shall fully indemnify the company against any claim whatsoever (including legal and other costs and expenses incurred in dealing with any claim) arising from the publication of promotional marketing material.

In the case of a series booking, discounts will only be given when the series is booked in advance to be completed within the following twelve months and there is no cancellation by the client/customer.

Cancellations

Any client/customer who cancels part of a series booking will be charged the whole amount for the series, as agreed with the company at the time of booking therefore the full cost of the promotional marketing package remains payable.

Copy and material

Creatives must be supplied by the client/customer without request by the company prior to copy/creative date. Failure to do so will mean that at the company's discretion existing creatives may be repeated or the advertisement omitted if no repeat creative is available. In either case the full cost of the advertisement remains payable.

Where a booking is made but the creative does not arrive before 12 noon, the day before the campaign is due to go live, the impressions will be pro-rated down for each day creative is not live, but the full cost of that booking is payable.

Where errors are clearly the fault of the company and where the copy arrived before the copy date, any claim by the client/customer shall be limited to a maximum of the cost of the specific advertisement concerned. Whilst every care is taken to avoid errors the company shall not be liable for errors due to insufficient and inaccurate instructions or circumstances beyond its control.

The company shall not be liable for any loss suffered by or occasioned to any copy and/or artwork and other property of the client/customer which shall be held at the advertiser's risk and should be insured by the client/customer against loss or damage from whatever cause. The company reserves the right to destroy, without notice, all copy and/or artwork or other property of the client/customer which has been in its custody for six months from the date of its last use.

Complaints about mistakes or poor reproduction must be received in writing by the company not more than 10 days after publication date. Complaints received after shall not be entertained by the company which shall have no liability in respect thereof.

Payment terms

Full payment is required within 14 days of the invoice date. Invoices are issued upon the booking of any promotional marketing. Where Purchase Orders are not available an email communication to confirm the booking is acceptable.

The booking shall be a contract governed by these terms and conditions.

If the payment owed is not received within our account within 14 days reminders will be sent approximately every 7 days.

If payments are not received within 50 days of the invoice date the matter will be forwarded to the company's legal team. If payment is still not received within a further 7 days the matter will be forwarded to the company's solicitors for action.

Additional charges for late payment will apply.

Longer terms can be arranged on agreement however credit charges may apply.

The various provisions of these terms and conditions are severable and if any of its provisions shall be held to be invalid or unenforceable by any competent court jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this agreement.

This contract shall be governed and construed in all respects in accordance with English law and any disputes will be subject to the jurisdiction of the English Courts.

General

Copyright in our publishing (which includes, but is not limited to, layout, content, design, graphic, photographic, text, multimedia, audio visual material and other content) is ours or has been licensed to us or by the relevant authors or owners.

Where editorials/sponsorships/adverts etc., are badged with professional institute logos or names, then these are used under licence and copyright in such logos or names belong to the relevant institute.

Receiving publications from us does not entitle customers or any third parties to copy them or distribute or use the information comprised in them without our express written consent. If we become aware of any infringements of any of these rights, then we reserve the right to take legal action against customers and any relevant third parties and to seek all appropriate remedies and costs.

We do not represent or warrant that any information comprised in our website or other materials is completely accurate and up to date and we accept no liability for any use of any such information by any person.

GDPR

GDPR 2018 (General Data Protection Regulations) came into force on 25th May 2018 and all relevant documentation is held securely within company files both within offices and externally.

Client/customer data is available for individuals on personal request.

Our terms and conditions and all our agreements with clients/customers are governed by and construed in accordance with English Law and the English courts have exclusive jurisdiction.

Green Energy Publishing Ltd's corporate details are as follows: Green Energy Publishing Ltd (company number 7298092), registered office 54 Bootham, York YO30 7XZ.

NB – Green Energy Publishing Ltd Trading Terms & Conditions updated in late May 2018 following GDPR compliance work