

Terms of business

1. All advertisements are placed and all orders are accepted subject to the terms and conditions as hereinafter set out provided that South China Morning Post Publishers Limited (SCMP) expressly reserves its right to amend, vary, replace or cancel any of such terms and conditions without prior notice to the advertiser and the advertiser is deemed to have express knowledge of and be bound by such terms and conditions. No terms sought to be applied by the advertiser to any order for advertising shall be binding upon SCMP. Advertising orders for space will not be considered as contracts.
 2. SCMP reserves the right to reject, decline or refuse to publish in whole or in part or to amend any advertisement with or without notice to the advertiser where in its sole opinion it considers necessary or desirable, and SCMP shall not in any way be liable for any loss or damage arising as a result of non-publication or amendment as aforesaid (nor shall any refund or deduction from the costs of the advertisement or any other compensation be granted by SCMP to the advertiser in the event of such non-publication or amendment). SCMP accepts no liability whatsoever for any omission or inaccuracy or failure of colour printing in any published advertisement whether or not a proof has been supplied and whether or not such omission or inaccuracy or failure is attributable to the neglect or default of SCMP, its employees, agents and contractors. Where the advertiser requires that its name and address or other information shall not be disclosed and SCMP shall have been so notified by the advertiser on placement of its order SCMP shall use reasonable endeavours to ensure the same but shall not be liable for any disclosure unless such disclosure is made with the express knowledge or authority of SCMP.
 3. SCMP shall have the absolute right at any time to determine, adjust or vary the rate of charges and classification applicable to all advertisements placed. Published rates and charges are those set out on any order form or acknowledgement may be varied by SCMP at any time without notice prior to invoicing. Quotations given by SCMP shall not in any way be binding on SCMP.
 4. Acceptance of an advertisement for publication does not constitute a binding commitment or any representation or warranty on SCMP's part to publish the same either at all or on any specified date or dates. SCMP shall not be liable for any loss, costs or expenses incurred by non-publication (including non-publication attributable to strikes, lock-outs, mechanical or production difficulties or any other cause beyond the control of SCMP) or by publication of an advertisement cancelled in accordance with provisions of Clause 8 hereof or publication on a date or position or manner materially different from that specified by the advertiser on placement of its order. SCMP's liability shall in case of non-publication be limited to refund of the charge of the advertisement and in all other cases as aforesaid SCMP shall have the option either to grant a refund of such proportion of the charge as shall in SCMP's sole opinion be reasonable or in lieu of such refund and at SCMP's absolute discretion to publish the advertisement as soon as reasonably practicable. In the case of colour advertisements, publication shall be deemed correct unless more than 10% of copies circulated have incorrect colour(s). The advertiser shall be obliged to furnish SCMP with reasonable evidence of this within 48 hours of publication.
 5. SCMP shall use reasonable endeavours to accept orders if they are received at the location and by the time specified by SCMP from time to time for that type of advertisement. All advertisement copy and artwork must be received by the latest receipt time specified by SCMP which may be varied by SCMP without notice and SCMP shall have the right to refuse to accept any orders or to decline or refuse to publish any orders if the advertisement copy and artwork of such orders shall not have been received by SCMP by the latest receipt time as aforesaid nor shall SCMP be liable for any loss or damage arising as a result of non-publication hereunder.
 6. Advertisements of certain sizes and shapes only are normally accepted but advertisements of other sizes and shapes may be accepted subject to special terms.
 7. SCMP shall take reasonable steps to ensure that competitive advertising does not appear on the same page or facing pages. However due to space limitations no assurance of any kind can be given and SCMP shall not be under any liability whatsoever if the same occurs.
 8. Cancellations will be accepted if noticed in writing by the advertiser and received by SCMP at its Head Office before the time specified by SCMP from time to time as the order deadline in accordance with the provisions of Clause 5 hereof.
 9. Artwork for advertising material must be fully pasted up and presented to SCMP as positive film. Large areas of solid black may be stripped or lined at SCMP's absolute discretion.
 10. Late delivery of copy/artwork or non-compliance with cancellation procedures specified as aforesaid will result in forfeiture of the space booked and, in addition, SCMP shall have the express right to recover from the advertiser the full cost of the advertisement or other placed.
 11. SCMP shall not accept any responsibility for damage to or loss of artwork or any other documents or material supplied for the purpose of an advertisement. Advertising material not claimed within three months of the publication date or proposed publication date will be disposed of without further notice.
 12. The advertiser and/or its advertising agent(s) shall indemnify and keep indemnified SCMP in respect of all loss, damage, costs and expenses including legal fees arising directly or indirectly from the publication of an advertisement on instructions from the advertiser and/or its advertising agent(s). In any case where a claim is or may be made or threatened against SCMP, SCMP will give notice in writing to the advertiser and will take reasonable steps to consult with the advertiser before any claim is settled, defended or otherwise determined provided that a failure to consult shall not affect the advertiser's liability hereunder.
 13. The submission of an advertisement constitutes a warranty by the advertiser to SCMP that it has all necessary authorities and permissions for the insertion thereof and that the advertisement or any part thereof or the publication of the advertisement does not in any way contravene, violate or constitute a breach of any laws of Hong Kong or any restrictions or prohibitions imposed by the relevant Government authorities or otherwise and the advertiser shall indemnify SCMP in respect of any breach of this clause in accordance with the provisions of Clause 12 hereof.
 14. All cheques, money-orders, etc. should be made payable to South China Morning Post Publishers Limited. Rates are expressed in HK dollars but SCMP shall be entitled to receive payment in other currencies, the rate of conversion to HK dollars for payment shall be determined by SCMP from time to time.
 15. The advertiser shall be invoiced at SCMP's discretion either upon publication or monthly unless otherwise specified by SCMP. Terms of payment are net 30 days from the month of invoice. SCMP shall have the right to charge interest on any outstanding payment after the due date (without any further notice) at the rate of one percent (1%) per month from date of invoice on outstanding balance to date of receipt of payment by SCMP and in addition SCMP shall also be entitled to recover from the advertiser any costs and expenses (including all legal fees) incurred by SCMP in recovering any outstanding payment and interest thereon.
 16. Subject to the terms upon which advertising agents are recognized by SCMP, such agents will be entitled to agency commission of fifteen percent (15%) on all rates.
 17. The advertiser is liable at all times for payment of all advertising charges. Where a recognized advertising agent substitutes its order for that of the original advertiser or requires invoices addressed to the advertising agent, SCMP shall hold the agent and the original advertiser jointly and severally liable hereunder.
 18. Any claims pursuant to these terms must be made by the advertiser in writing within 48 hours after publication or date of agreed publication to the Classified Advertising at South China Morning Post, 15th Floor, Somerset House, 979 King's Road, Quarry Bay, Hong Kong and unless such claims shall have been received by SCMP within the time limit as aforesaid, all claims by the advertiser pursuant to the terms and conditions hereof shall be deemed to have been waived by the advertiser.
 19. The advertiser and/or its advertising agent(s) agrees that SCMP may set off or transfer any sum outstanding to the credit of any one or more such accounts maintained by the advertiser and/or its advertising agent(s) in or towards satisfaction of any of the advertisers and/or its advertising agent(s) liabilities to SCMP or in any other respect whatsoever whether such liabilities be present or future, actual or contingent, primary or collateral and several or joint. The advertiser and/or its advertising agent(s) waives all rights of subrogation and agrees not to claim any set off or counter claim against any other person liable or to prove in competition with SCMP in the event of the insolvency of such person or to have the benefit of or share in any outstanding debt receivable by SCMP. For the purpose of this Clause, the definition of SCMP shall be deemed to include its holding, subsidiary, fellow subsidiary, associated and affiliated companies.
 20. Not all sections of all newspapers are sent to all readers.
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