

MaDaFu - TERMS & CONDITIONS

All advertisements in MaDaFu Newspaper / Classifieds are accepted under the following terms and conditions by the Publisher – Madafu Publications Ltd.

1. Artworks for advertisement have to be delivered until the booking deadline for the reliant issue. Booking deadline is 14 days before the first of the next month.
2. The advertisement materials have to be delivered on CD / DVD / Flash Drive into the office or via e-mail to the e-mail address as specified in the order form. CDs / DVDs / Flash Drive have to be clearly labeled. Materials have to be delivered with the specifications in the price list / order form.
3. If the advertiser fails to submit material on time, the publisher reserves the right to or run a house ad or blank page. In any case the advertiser will be liable to pay one hundred (100) percent of the contracted advertising rate.
4. The publisher reserves the right to add the word “advertisement” at the top or anywhere within any page. The publisher reserves the right to place the advertisement within the magazine and within the page at any place.
5. The advertiser is jointly and severally liable for payment of all invoices for advertising placed. Payment is due immediately once space order is signed, and prior to printing. All payments have to be made in the currency as stated on the invoice.
6. Advertisement of public events (basic data) in the calendar section and on the publisher's website is free of charge. The publisher reserves the right of publishing an event or not. All events on the calendar are without warranty.
7. Payment has to be done as specified in the order form.
8. A 1.5% per month service charge (18% per annum) will be added to all invoices 30 days or more past due.
9. Orders for advertisements may not be accepted for a longer period than 12 months.
10. No responsibility can be accepted for losses arising from typographically or other errors. Copy sent in early ensures satisfactory settings and permits advertisements being carefully revised. Where the advertisement copy is received after the copy deadline the publisher cannot take any responsibility whatsoever for the quality or reproduction of the advertisement. Nor can be responsibility be accepted for any losses incurred whatsoever as result of cancellation of an advertisement.
11. The publishers reserve the right at their discretion to refuse Blocks, Artworks, Borders, Typefaces, Decorative Rules or other material for advertising which are considered to be unsuitable or objectionable.
12. Cancellation of confirmed bookings is required in writing before the booking deadline of the relevant issue. The advertiser is liable to pay a service charge of ten (10) percent of the contracted advertising rate. If the advertiser insists on cancellation after the booking deadline, the advertiser will be liable to pay one hundred (100) percent of the contracted advertising rate.
13. Cancellation or postponement of an advertising contract nullifies all discounts for the entire contract.
14. The advertiser will be held solely responsible for the contents of the advertisements. The publisher and its appointed agents cannot be held liable for any claims if material is not supplied to the specifications laid out in this rate card.
15. The publishers reserve the right at their discretion suspend issue on any day week or month or to increase or decrease the number of editions without notice as circumstance arise
16. In consideration of publication of an advertisement, the advertiser will indemnify and hold the publisher, their officers, agents and employees against losses and expenses (including legal fees) and losses resulting from the publication of the contents in the advertisement, including, and without limitation to, claims or suits for libel, violation of right of privacy, defamation, trademark or copyright infringement, misappropriation or plagiarism.
17. The publisher's reserve the right at their discretion to edit and revise, or reject, even after acceptance for publication any advertisement deemed by the publishers to be untruthful or objectionable in subject matter or wording or disparaging of a competitive article or unsuitable for any other reason, whether space for the said advertisement has been booked in advance under contract or not. The advertiser hereby undertakes that he/she/they shall at all times hereafter will and sufficiently indemnify the publisher and keep the publishers indemnified against all liability in respect thereof and against all actions, suits, proceeding, losses, claims, demands, costs and expenses whatsoever which maybe taken or made against the publishers or incurred become payable by the publishers in respect thereof.
18. In case the publisher is asked to compile advertising material / artworks for an advertiser, the publisher reserves the right to raise a charge for doing so and will do so prior to proceeding with the work. The Publisher will endeavor to seek the final approval of the advertiser before going to print, but reserves the right to proceed with publication of said material if the advertiser has not responded with authorization before the print submission deadline.
19. If the publisher has compiled material for an advertiser, the Publisher or its appointed agents assume no responsibility for any inaccuracies or misrepresentation thus caused as outlined above.
20. The publishers reserve the right to revise the rates and or costs of advertisement upon giving notice of at least seven days where upon the revised rates shall take effect and the advertiser shall have to make any outstanding payments at the revised rates.
21. All orders are subject to space being available. Should any advertisement be omitted from the issue for which it was booked it will be inserted in the first issue thereafter where space is available unless the client stipulates otherwise. The publisher also reserve the right at their discretions to move advertisements booked in a guaranteed or other position when deemed necessary. Unless the advertiser is paying the published premium rate for a guaranteed position or page his preference for position or page will be subject to availability of space.
22. Only persons with staff identity card are authorized to sell advertisement space in the publisher's Madafu Newspaper.
23. Advertisers should receive a copy of the tearsheet of the advertisement in the publication with the publishers invoice. Instead a final computer proof print out will be provided.
24. Where placing of an order or contract will be deemed an acceptance of these conditions any conditions stipulated on an agency's advertisers order form which conflict with these conditions shall be null and void.
25. It is the advertisers responsibilities to check the first insertion of a series published correctly and the publisher does not accept responsibility for any advertisement published incorrectly after the initial insertion unless corrected by the advertiser and written notice given to the publishers.
26. Advertisers should receive a copy of the tearsheet of the advertisement in the publication with the publishers invoice. Instead a final computer proof print out will be provided.

General Condition of Acceptance

27. Acceptable copy of notices/advertisements for daily editions must be in publishers' hands at least to clear working days (between Monday-Friday), before publication date otherwise place will be charged for in the normal manner. Copy for all weekly publications is required seven days prior to publications.
28. For daily and weekly publications a minimum of 1 week's notice must be given to book or cancel a full page solus, semi-solus or other guaranteed positions advertisements 3 clear working days' notice (between Monday-Friday), in respect of R.O.P booking in daily publications and a weeks' notice for weekly publications in the event of notice not being given the publisher reserve the right to charge for the space booked for other publications the publisher schedule must be adhered to.
29. Should the full number of insertions agreed to in any contract not be used within the period specified or should cancellation be desired the rate shall be adjusted on the basis of the prevailing tariff according to the actual number of insertions which have appeared.
30. The publisher's reserve the right at their discretion to edit and revise, or reject, even after acceptance for publication any advertisement deemed by the publishers to be untruthful or objectionable in subject matter or wording or disparaging of a competitive article or unsuitable for any other reason, whether space for the said advertisement has been booked in advance under contract or not. The advertiser hereby undertakes that he/she/they shall at all times hereafter will and sufficiently indemnify the publisher and keep the publishers indemnified against all liability in respect thereof and against all actions, suits, proceeding, losses, claims, demands, costs and expenses whatsoever which may be taken or made against the publishers or incurred become payable by the publishers in respect thereof.
31. The publishers reserve the right at their discretion to refuse Blocks, Artworks, Borders, Typefaces, Decorative Rules or other material for advertising which are considered to be unsuitable or objectionable.
32. The publishers reserve the right at their discretion suspend issue on any day week or month or to increase or decrease the number of editions without notice as circumstance arise
33. All approved accounts are payable 30 days from date of publication otherwise cash with order, except in the case of advertising agencies who are subject to N.P.A rules and regulation.
34. Advertising contracts either for supplements or campaign advertising shall not be accepted subject to free editorial write-ups being given. The editorial content of the publication is responsibility of the editor.
35. Orders for advertisements may not be accepted for a longer period than 12 months.
36. All orders are subject to space being available. Should any advertisement be omitted from the issue for which it was booked it will be inserted in the first issue thereafter where space is available unless the client stipulates otherwise. The publisher also reserve the right at their discretions to move advertisements booked in a guaranteed or other position when deemed necessary. Unless the advertiser is paying the published premium rate for a guaranteed position or page his preference for position or page will be subject to availability of space.
37. No responsibility can be accepted for losses arising from typographically or other errors. Copy sent in early ensures satisfactory settings and permits advertisements being carefully revised. Where the advertisement copy is received after the copy deadline the publisher cannot take any responsibility whatsoever for the quality or reproduction of the advertisement. Nor can be responsibility be accepted for any losses incurred whatsoever as result of cancellation of an advertisement.
38. Where placing of an order or contract will be deemed an acceptance of these conditions any conditions stipulated on an agency's advertisers order form which conflict with these conditions shall be null and void.
39. It is the advertisers responsibilities to check the first insertion of a series published correctly and the publisher does not accept responsibility for any advertisement published incorrectly after the initial insertion unless corrected by the advertiser and written notice given to the publishers.
40. Advertisers should receive a copy of the tearsheet of the advertisement in the publication with the publishers invoice. Instead a final computer proof print out will be provided.
41. "The publishers reserve the right to revise the rates and or costs of advertisement upon giving notice of at least seven days where upon the revised rates shall take effect and the advertiser shall have to make any outstanding payments at the revised rates".