

Created 04/03/2025

DTI Advertiser Terms 2025 - Version 0.1

## **DTI Advertiser Terms and Conditions 2025**

Conditions of acceptance of advertisements and paid-for content within DTI Publications owned and operated by Vineyard Churches UK and Ireland (VCUKI).

### **1.0 Definitions and interpretation**

In these terms and conditions

1.1 "Advertisement" means any kind of promotional or advertising material, also any editorial content consisting of (but not limited to) text and images supplied, that is, as the case may be: (i) to be printed in a Print Publication and/or (ii) to be published or otherwise displayed by electronic means (including, but not limited to hosted pdf page-curl editions hosted on third party platforms, belly bands, cover wraps, tip ons, inserts, banners, skyscrapers, buttons or other forms of online or electronic display advertising) via or as part of or in connection with any Online Publication.

1.2 "Advertiser" means any advertising agent, agency, business or individual contracting to buy space in VCUKI Online or Print Publication in accordance with these Terms.

1.3 "DTI" means 'Dreaming The Impossible'. The DTI team can be contacted by emailing [hello@dreamingtheimpossible.org](mailto:hello@dreamingtheimpossible.org) or calling 0115 988 7067.

1.4 "Online Publication" means any website operated or controlled by VCUKI or other electronic medium (including, but not limited to, e-mail communications and alerts), whether connected with or related to the title of a Print Publication or otherwise. Also included in this definition are pdf editions of any magazines hosted by (but not limited to) third party platforms, also included are video, blogs, social media posts and any other promotion of supplied editorial or advertising content through electronic means.

1.5 "Print Publication" means any magazine, guide, directory, insert or (and including any supplement for which no charge is made to its recipient, and which is published whether regularly or occasionally as part of or in association with such magazine) published by VCUKI.

1.6 "Terms" means these terms and conditions.

1.7 "VAT" means Value Added Tax.

1.8 "VCUKI" means Vineyard Churches UK & Ireland a Charitable Company limited by guarantee registered in England and Wales under Company No.04839046. Charity Registration No. 1099748 whose registered address is at Unit 8, K3 Business Park, 200 Clough Road, Hull, HU5 1SW.

1.9 "We", "Our" and "Us" means VCUKI.

1.10 "Written" and "writing" as those terms are used in this agreement shall include communication sent by email.

## **2.0 Application of the terms and conditions**

2.1 All advertisements published by VCUKI at the direction of an advertising agency or any other person, partnership or company ('the Advertiser' which expression shall include its successors, assignees, executors and personal representatives as the case may be) are published and accepted by VCUKI (and its successors, assignees, sub-contractors or agents) subject to these conditions.

2.2 By applying to advertise in a DTI publication you, as the Advertiser, are accepting to follow and be bound by these Terms.

2.3 All orders for Advertisements are subject to availability. A contract is only formed between the Advertiser and VCUKI once the application to advertise has been accepted by VCUKI and this has been confirmed in writing to the Advertiser. VCUKI reserves the right to refuse any application to advertise that it receives.

## **3.0 The Advertiser's obligations**

3.1 The Advertiser shall be responsible for delivery of copy to VCUKI by the copy date prior to insertion.

3.2 The Advertiser undertakes to VCUKI that, unless otherwise agreed in writing by VCUKI, all copy for any Advertisements will be delivered to VCUKI in an approved digital format and/or file configuration and, in the case of an Advertisement to be published in a Print Publication, delivered in accordance with the print publication date as confirmed by the publisher.

3.3 All advertisements must not contravene the provisions of any applicable law including without limitation the Trades Description Act 1968, the Consumer Credit Act 1974, the Sex Discrimination Act 1975 or the Business Advertisements (Disclosure) Order 1977 and must comply with the British Code(s) of Advertising Practice as any of the same may be amended or re-enacted from time to time.

3.4 DTI is aimed at children and young people. Advertisers, therefore, need to take care in how they communicate their marketing and take into consideration how children will perceive any Advertisement. The Advertiser agrees to abide by [Section 5 of the Advertising Standards Agency Non-Broadcast Code](#) when marketing to children. Advertisements found to be in contravention of this code will be withheld and/or removed from publication by VCUKI.

## **4.0 Advertisements: Copy, Alterations, Accuracy, Publication, etc**

4.1 VCUKI have no responsibility whatsoever for any loss or expense or claim occasioned to the Advertiser or any third party by the non-insertion of any advertisement or by any errors or omission in any advertisement.

4.2 Whilst every effort will be made to meet the Advertiser's requirements, VCUKI reserve the right to withhold the publication of any Advertisement without notice.

4.3 VCUKI also reserve the right to alter any advertisement, if necessary, without consulting the Advertiser in order that such advertisement might conform to VCUKI's standards of decency, taste and other relevant matters laid down in any relevant code of practice, self-imposed standards or any other mandatory rules applicable.

4.4 VCUKI reserve the right to alter and/or edit any supplied images and/or text, if necessary, without consulting the Advertiser in order that such Advertisement might conform to VCUKI's design guidelines either on an electronic or printed platform.

4.5 VCUKI reserve the right to omit or suspend where reasonably necessary publication of any Advertisement, notice, order or any part thereof without giving notice of their intention to do so, but VCUKI shall endeavour to give such notice where possible.

4.6 Save where the position in the publication is specified by the Advertiser and confirmed in writing by VCUKI, we reserve the right to position advertisements in any position in the publication.

## **5.0 Advertisements**

5.1 The Advertiser shall submit copy for the Advertisement in accordance with any advised deadlines communicated by VCUKI. If the Advertiser submits its copy late, VCUKI reserves the right to publish the Advertisement at a time of its choosing or withhold the Advertisement from publication entirely.

5.1.1 If the Advertiser wishes to move or postpone an Advertisement, they must do so in writing at least 10 working days prior to date of publication of the Advertisement to give time for VCUKI to resell the Advertisement space. If the Advertiser does not provide the requisite notice in writing, then VCUKI are not obliged to move or postpone the Advertisement and the Advertisement is deemed to be cancelled.

5.1.2 The Advertiser may only request the movement or postponement of an Advertisement once. If the Advertiser subsequently does not submit copy for the Advertisement at least 10 working days prior to the new intended, publication date then the Advertisement is deemed to be cancelled.

5.2 If the Advertiser is supplying creative content in the form of an Advertisement that links to another website the Advertiser must inform VCUKI in writing at least 10 working days prior to the intended publication date.

5.3 If an Advertisement links to another website the Advertiser is responsible for maintaining the link and for the content of the linked-to website. VCUKI may remove any Advertisement which contains content or links to a website which, in VCUKI's discretion, is (or is likely to be) defamatory or objectionable or otherwise likely to bring VCUKI into disrepute. The Advertiser will indemnify VCUKI from and against any claims or liability suffered or incurred by VCUKI arising in any connection from links contained in any Advertisement.

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5.4 If VCUKI receives complaints about the content of an Advertisement it may, at its discretion, remove the Advertisement from display without reference or liability to the Advertiser.

## **6.0 Advertisement: Responsibility and liability**

6.1 The Advertiser will free, relieve and indemnify VCUKI of and against any claim or awards whatsoever made against VCUKI in connection with the publication of any advertisement placed by the Advertiser including any costs or expenses (including legal and judicial expenses) incurred by or on behalf of VCUKI in connection with such claim or awards.

6.2 VCUKI cannot and do not accept any liability (beyond the price for any advertising) for any economic or consequential loss including loss of profit arising from any breach of these Conditions or from any negligence on the part of VCUKI.

## **7.0 Payment terms**

7.1 All Advertisers must pay 100% (per cent) of the Advertisement fee in a VCUKI Print Publication or Online Publication before VCUKI will publish the Advertisement.

7.2 Failure by an Advertiser to pay 100% (per cent) of the Advertisement fee prior to the print date (for Print Publications) or publication date (for Online Publications) will lead to the Advertisement being automatically cancelled.

## **8.0 Cancellation and termination**

8.1 VCUKI are not obliged to stop or cancel any advertisement unless they receive the requisite notice to do so. Notice must be received by VCUKI not less than 10 working days prior to the proposed print date (for Print Publications) or 5 working days prior to the publication date (for Online Publications) of the advertisement which the Advertisers or Advertiser wishes to stop or cancel.

8.2 Without prejudice to Clause 7.0 of these Terms, the following costs remain due on cancellation by the Advertiser, and the Advertiser acknowledges that these charges represent a genuine pre-estimate of VCUKI's losses.

8.2.1 notice of cancellation received 11 working days or more before print date (for Print Publications) or publication date (for Online Publications), 50% of total fee due.

8.2.2 notice of cancellation received 0-10 days before print date (for Print Publications) or publication date (for Online Publications), 100% of total booking fee due.

8.3 If the Advertiser has paid sums for Advertisements in advance and is entitled to a refund, VCUKI shall use its reasonable endeavours to pay such refund to the Advertiser within 30 days of receipt of the written notice of cancellation.

8.4 Should the Advertiser, part way through a campaign running over a number of issues, wish to stop or cancel an Advertisement that is being displayed for an agreed period of time then the Advertiser must give written notice to VCUKI of its request to stop or cancel the Advertisement

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and, all charges connected with the display of the Advertisement shall, unless otherwise expressly agreed by VCUKI in writing, be non-refundable.

8.5 VCUKI shall be entitled (without prejudice to any other remedy available to it) to treat this contract as repudiated if the Advertiser:

8.5.1 being an individual dies or makes voluntary arrangement with his creditors or his estate becomes subject to an administration order, or he becomes bankrupt;

8.5.2 being a company becomes insolvent, has a receiver appointed to manage its assets or it enters into liquidation or commences to be wound up (other than for the purpose of amalgamation or reconstruction);

8.5.3 allows an encumbrancer to take possession of any of its property or assets; or

8.5.4 is unable to pay its debts as they fall due or ceases or threatens to cease to carry on business.

8.6 If, in its own discretion, VCUKI cancels the publication of an Advertisement, save for the reasons detailed in Clauses, 3.3, 3.4 and 5.4 of these Terms, the Advertiser shall receive a full refund of the Advertisement fee paid.

## **9.0 General**

9.1 VCUKI reserve the right from time to time to alter these Terms VCUKI shall endeavour to give notice to any Advertisers likely to be affected thereby.

9.2 Should any Court, competent Tribunal or authority find any of these Terms unenforceable for any reason, the remaining provisions shall be enforceable. Should any other exclusion or limitation of the liability of VCUKI contained herein be found by any such Court to be unenforceable, VCUKI's liability in the respect of any breach giving rise to damage (other than personal injury or death) shall be limited to the fee for the placing of the Advertisement in question.

9.3 These Terms and any agreement to which they apply shall be subject to the Law of England and the exclusive jurisdiction of the English Courts, but VCUKI are entitled, at their sole discretion, to take action in any other competent jurisdiction.

9.4 Any variation to these Terms and any representations about the Advertisement shall have no effect unless expressly agreed in writing and signed by an authorised representative of VCUKI.