

1. Agreement

1.1. General. A completed booking form incorporating these Terms & Conditions constitutes an offer by the **Organisation** (as named on the Booking Form, and which may be any legal entity, whether a company, partnership, organisation, sole trader or otherwise) to the Royal College of Occupational Therapists, 106-114 Borough High Street, London, SE1 1LB (**RCOT**), for RCOT to publish advertisements, inserts (or series of inserts), and listings (including supplier directory, trade, course, job, and events listings) (each an **Advertisement**) in print or digitally, whether in RCOT's newsletters, e-newsletter/s, at RCOT's conference (or in related programmes and materials) or otherwise (together, **RCOT Publications**), and/or on www.rcot.co.uk (**Website**) on these terms and conditions. A completed booking form should be emailed to advertising@rcot.co.uk. RCOT may accept or refuse such offer at its sole discretion.

1.2. This Agreement. In the event that RCOT accepts the Organisation's offer, RCOT will provide email confirmation to the Organisation of the booking (**Booking Confirmation**), and this will create a legally binding contract between the Organisation and RCOT on the basis of the accepted booking form (**Booking Form**) and these Terms and Conditions (and any documents expressly incorporated by reference herein), to the exclusion of all other terms (including in the Organisation's purchase orders or other confirmations) (**Agreement**).

1.3. Special Promotions and discounts. For any offer, discount or special promotion provided by RCOT (**Special Promotion**), these terms and conditions, together with any specific terms of that promotion (as set out in RCOT's notice of such Special Promotion) shall apply. Special Promotions are provided by RCOT, and only apply to organisations resident in England. RCOT can, in its sole and absolute discretion amend, withdraw or cancel an Special Promotion at any time before the Booking Confirmation. The terms of any discount may change and RCOT shall be entitled to withdraw its offer from time to time (subject to the terms of the Special Promotion or on notice to the Organisation, as the case may be).

1.4. Agencies / Media Buyers. Where the party making the booking (**Agent**) is doing so on behalf of another entity (**Advertiser**) (for example, where the Agent is the Advertiser's advertising agency or media buyer): (a) notwithstanding this, the Agent contracts with RCOT as principal; (b) the Agent warrants that it is authorised by the Advertiser to place the Advertisements and the Agent will indemnify and hold harmless RCOT against any claim made by the Advertiser arising from publication of the same; (c) except in respect of payment, charging and refunds (which shall apply only in respect of the Agent), all positive and negative obligations in this Agreement shall be treated as obligations on the Agent to do (or not to do, as appropriate) such thing itself, and to also procure that the Advertiser does (or does not, as appropriate) do such thing; (d) all other references to the Organisation in this Agreement shall (except where otherwise expressly stated) be treated as references to the Agent; and (e) if the Agent has not paid the Fee by the Payment Date (as defined below) in full cleared funds, RCOT shall be entitled, without liability to the Agent or Advertiser/s: (i) not to publish the Advertisement; and (ii) refuse any or all future bookings of advertisements by the Agent (for any organisation).

2. Payment

2.1. Invoices and payment. RCOT will, following the issuing of the Booking Confirmation, be entitled to issue its invoice by email to the Organisation in respect of the fees for publishing the Advertisement/s (**Fee**). The Organisation shall make full and final payment (in cleared funds) to RCOT no later than (whichever is earlier of): (a) the due date stated in the invoice (or if not so stated, within 30 days of the date of the invoice); or (b) the **Publishing Date**

(as set out in the Booking Form) (**Payment Date**). Payments should be in Pounds Sterling and made payable to 'Royal College of Occupational Therapists'.

2.2. VAT. All amounts payable exclude amounts in respect of value added tax (**VAT**), which the Organisation shall additionally be liable to pay to RCOT at the prevailing rate (if applicable). Where a VAT exemption or non-standard VAT rate applies to the Organisation, it must promptly provide proof of its VAT status (in the form of an official letter or certification from the relevant tax authority) (**VAT Documents**) to RCOT. In the event that the Organisation does not provide VAT Documents to RCOT by the date of RCOT's invoice, the Organisation shall be liable to pay VAT at the standard prevailing rate.

2.3. Fee increases. RCOT shall be entitled to review and increase its fees, pricing, and rate card each year.

2.4. Non-payment. If the Organisation fails to make payment within the timescales set out in 2.1 (invoices and payment) above, without prejudice to its other rights and remedies, RCOT reserves the right to not publish and cancel the Advertisement/s (see Cancellation clause below). RCOT will be entitled to charge interest on any overdue amount from the due date until payment is made in full, at the higher of: (a) the statutory interest rate; and (b) eight (8)% per annum.

3. RCOT's obligations and rights

3.1. Publishing. RCOT will use reasonable endeavours to reproduce Advertisements and to publish them on the Publishing Date in the position requested by the Organisation (if applicable), but RCOT cannot guarantee the quality, date of publication, or position of any Advertisement, regularity of Advertisements' appearance on the Website, nor the suitability of the RCOT Publications or Website, the availability of the Website, or the number of views or impressions of any Advertisement;

3.2. Setting. In the event that the Booking Form specifies a charge for RCOT setting any Advertisement, RCOT shall use reasonable endeavours to set the Advertisement.

3.3. Refund or republishing as sole remedy. If RCOT is at fault and fails to publish the Advertisement by the relevant Publishing Date (or if the Advertisement contains a mistake made directly by RCOT), RCOT will (at RCOT's sole and absolute discretion and option, and as the Organisation's sole and exclusive remedy) either: (a) not publish the Advertisement, and refund the Fee for that Advertisement to the Organisation; or (b) republish the Advertisement at a future date (at no extra cost to the Organisation).

3.4. Review, rejection, and correction. RCOT is not responsible for, or obliged to conduct, any reviewing, checking, or undertaking any pre-publication clearance for any Advertisement. However, RCOT reserves the right to review any Advertisement.

If:

- a) any Advertisement is, or RCOT considers it to be, of poor quality, unsuitable, incorrectly formatted or set, or in breach of these Terms and Conditions, or contains an error, typo, mistake, or inappropriate item or wording; or
- b) RCOT receives any complaints, claims or instructions in respect of any Advertisement from an RCOT member or from any advertising or other authority, consumer, or other third party; or
- c) the Organisation requests a change to any Advertisement after the Copy Deadline (as defined in 5.1); or
- d) RCOT has not received full payment for any Advertisement,

then RCOT will be entitled, in its sole and absolute discretion, at any time, to:

- 3.4.1. reject, cancel, not publish, remove, change the position of, or require the amendment of the Advertisement by the Organisation (and 5.2(a)(ii) shall apply, or, for inserts or series of inserts, 5.2(b) shall apply); or
- 3.4.2. rectify (or use a third party to), change or correct the Advertisement (and charge the Organisation an additional administrative fee for doing so) in order to (as appropriate): (a) preserve RCOT's own good standing or reputation; (b) carry out typesetting for the Advertisement submitted in an incorrect format or setting; (c) apply RCOT's house setting; or (d) apply an amendment requested by the Organisation after the Copy Deadline (as defined in 5.1 (timing of cancellation of amendment)), (each, a **Correction**), and to publish the Advertisement following such Correction; or
- 3.4.3. publish the Advertisement as is (without making any change), and RCOT shall not be responsible or liable for the typo, error, poor quality, mistake, inappropriate content, or other issue in the published Advertisement.

It is the Organisation's responsibility to ensure that Advertisements are appropriate and compliant, and do not require a Correction, and so RCOT is not responsible or liable for any such rejection, cancellation, non-publishing, removal, change or Correction of any Advertisements.

3.5. Website, RCOT Publications and Placement. At its sole and absolute discretion, RCOT can: (a) vary the content, layout and format of the Website and RCOT Publications at any time; and (b) place any Advertisement next to, or in sequence with, any other advertisements or content of its Website and RCOT Publications;

3.6. Limits of RCOT's responsibilities. RCOT will not be responsible or liable for: (a) any delays in publishing or removal or amendment of any Advertisement: (i) required by any advertising or other authority; (ii) occurring as a result of paper shortages or any restrictions; or (iii) circumstances beyond its reasonable control; (b) any loss caused by RCOT failing to issue the RCOT Publications on the Publishing Date or RCOT's decision to suspend or cease publication of the RCOT Publications altogether; (c) any matter of complaint, claim or query in respect of any Advertisement raised more than 14 days after the Publishing Date; (d) the repetition of, nor correcting, any errors, typos, mistakes, formatting issues, or poor quality copy in any Advertisement; (e) the resolution, formatting or quality of any Advertisement that does not meet the Technical Specifications set out at 3.7 below; or (f) the wording, placement, position, or prominence of any Advertisement; (g) failure, corruption or malfunction of any system of electronic publication; (h) its failure to comply with the Organisation's instructions to remove or cancel an advert if those instructions are received after the Copy Deadline; or (i) where distributing inserts, any incomplete runs, or any print run changes causes a reduction in the number of inserts.

3.7. Technical Specifications shall mean: (i) such specifications as may be available from RCOT on request, as updated from time to time; and (ii) the following specifications (as may be updated by RCOT from time to time on email notice (or other written notice):

- a) For print Advertisements: (1) size/s as confirmed at the time of booking, and which conform to RCOT's 'Media Pack', separately emailed by RCOT; (2) print ready Advertisement to be supplied to RCOT either EPS or PDF file, minimum 300 dpi, all files to be saved as CMYK and all fonts embedded; and (3) logo to be supplied as high resolution, minimum 300dpi, EPS or PDF file; and
- b) Digital Advertisements: logo to be supplied as either PNG or JPEG file, size 160px x80px.

3.8. No waiver. RCOT will not, in publishing any Advertisement, be treated as taking responsibility for, accepting, or waiving any of its rights or claims in respect of the Advertisement.

4. The Organisation's obligations

The Organisation will:

4.1. Provision of copy: provide, by email to advertising@rcot.co.uk (or such other RCOT email address in the Booking Form), the copy for all Advertisements to meet the specified timeframes (including the Copy Deadline);

4.2. Consents: ensure it has all necessary consents, rights, waivers, licenses, permissions and authorisations in respect of the **Advertising Materials** (being the Advertisements, their content and any links within them, and any other materials the Organisation provides) in order for RCOT to perform its obligations and exercise its rights under this Agreement, and the consent of any living person whose name or image is in any Advertisement;

4.3. Non-endorsement and suitability: ensure the Advertising Materials: (a) do not give the impression that RCOT are endorsing the Organisation or its products or services; and (b) do not contain or portray anything that RCOT or RCOT's members consider offensive, inappropriate, in poor taste, unsavoury, or prejudicial to RCOT's image or reputation. RCOT does not endorse or recommend products or services to its members, and inclusion in the supplier directory or in any RCOT Publication or the Website does not constitute endorsement by RCOT of the Organisations' products or services;

4.4. Advertising compliance: ensure the Advertising Materials: (a) adhere to the Technical Specifications and advertising policy; (b) are true, accurate, complete, lawful, legal, honest, inclusive, decent, truthful, and not discriminatory, misleading, obscene, libellous or defamatory; (c) do not use branding, text, images, words or logos that are the same as or similar to RCOT's branding, name or trade marks; (d) do not contravene (nor promote products or services that could cause RCOT or its members to contravene) RCOT's Code of Ethics and Professional Conduct; (e) do not make unsubstantiated claims about any products and services, nor render RCOT liable to any claims, disputes, proceedings, penalties, fines, costs, expenses or other losses; (f) do not promote products or services that compete with RCOT's existing products or services, such as member services and benefits, events, training or publications; (g) are free of viruses, adware, malware, and other malicious software, code, files and programs; (h) do not interfere with the operation of the Website; (i) comply with all **Laws** (being all applicable laws, regulations, guidance and codes of practice, including the Bribery Act 2010, the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code) and all other advertising codes (all as amended from time to time)), and that job adverts and listings comply with all inclusivity, employment, worker, and other relevant laws and official guidance; and (j) do not breach any contract or infringe the intellectual property, data, or other rights of any third party;

4.5. Sole responsibility for copy: be solely responsible for all copy and content it provides for the Advertisements, including for undertaking pre-publication clearance of the Advertisements and ensuring there are no errors, mistakes or typos, and if any Corrections are needed, provide (at Organisation's cost) RCOT with all requested information and assistance;

4.6. Retaining copies: retain sufficient quantity and quality Advertising Materials, acknowledging that RCOT is not liable for any lost or damaged Advertising Materials;

4.7. RCOT's reputation: not permit (or omit) anything to be done which is or likely to be prejudicial to the good image of RCOT; and

4.8. Cookies: not use (nor allow any part of its supply chain to use) cookies (or similar software or devices that gather data or information) (**Cookies**) in the Advertising Materials except where the Organisation: (a) has RCOT's express prior written consent; (b) has a lawful basis for such use; (c) complies with all Data Protection Laws (as defined in 6 (data protection) below) applicable to the Cookies; (d) ensures that the Cookies are not used for targeting or tracking users when they leave the Website, nor for segmentation or profiling of users.

4.9. Intellectual Property. The Organisation hereby grants to RCOT a non-exclusive licence of all intellectual property rights (including trade marks and copyright) (**IPR**) in the Advertising Materials, including the branding, data, content and materials used therein) used in, or in connection with, the Advertisements. RCOT may grant sub-licences of such licence to other parties involved in the provision, creation, or printing or publication of the RCOT Publications, or in the provision, hosting, maintenance, support, or amendment of the Website. The Organisation hereby warrants that RCOT's use of such IPRs in the Organisation's branding and materials will not infringe the rights of any third parties. Nothing in this Agreement transfers title to the Advertisements, RCOT Publications or Website (or to the IPR therein) to the other party.

5. Cancellation, Amendment and Termination

5.1. Timing of cancellation or amendment. Cancellation or amendment of any Advertisement by the Organisation must be made by email to advertising@rcot.co.uk by the **Copy Deadline** (as set out in the Booking Form, or otherwise: (a) for online Advertisements, 14 days before the Publishing Date); (b) for inserts (or a series of inserts), 30 days before the Publishing Date; or (c) for e-newsletters, print newsletters (or otherwise), such deadline as is specified from time to time by RCOT (as may be available from RCOT on request)). Requests to amend any Advertisement after the Copy Deadline shall be dealt with in accordance with 3.4 (review, rejection, and correction).

5.2. Cancellations. (a) If the Organisation cancels any Advertisement (except an insert or series of inserts) before the Copy Deadline, RCOT shall refund (or charge, as applicable) to the Organisation a percentage of the Fee for the cancelled Advertisement in accordance with the following (subject to any costs as set out below) - if cancellation is received:

(i) on or before the Copy Deadline, RCOT shall retain 50% of the Fee for the cancelled Advertisement (with the remaining 50% being refunded after the Publishing Date); and

(ii) after the Copy Deadline, RCOT shall retain 100% of the Fee for the cancelled Advertisement.

(b) If the Organisation cancels any insert or series of inserts after the Copy Deadline (as set out in 5.1(b) above), RCOT shall retain 100% of the Fee for the cancelled insert or series of inserts.

5.3. Where the Organisation is entitled to a refund of the Fee or part thereof (where applicable), this will be refunded after the Publishing Date.

5.4. RCOT shall be entitled to retain from any refunded Fees a sum equivalent to its actual administration expenses, the cost of materials, and any costs to which RCOT has committed in respect of the Organisation's cancelled Advertisements, as of the date on which Organisation cancels the Advertisement (as applicable).

5.5. Termination. RCOT may terminate this Agreement on written notice where the Organisation: (a) commits a material breach of this Agreement which is either incapable of being remedied or is otherwise not remedied within 10 days of receiving a notice to remedy such breach; (b) commits any act or omission where, in the

reasonable opinion of RCOT, the result of which is likely to bring into disrepute or harm the interests of RCOT, its name or goodwill; or (c) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or otherwise, if the Organisation's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy. Termination of this Agreement cancels all unpublished Advertisements placed under the Booking Form.

5.6. Expiry. This Agreement automatically expires 6 months after all of the Advertisements set out in the Booking Confirmation are published or cancelled. Clauses 4.9 (IPR), 7 (liability) and 9 (governing law etc.), and the Organisation's payment obligations, shall survive the termination or expiry of this Agreement, howsoever arising.

5.7. Deduction and withholding. RCOT may offset, deduct or withhold any amount owed by the Organisation to RCOT under these Terms, against any amount owed by RCOT to the Organisation.

6. Data Protection

Controller, Processed, and Personal Data shall have the meaning as set out in the Data Protection Laws (being the UK GDPR, Data Protection Act 2018 and Privacy and Electronic Communications Regulations 2003). Each party: (a) acts as a Controller in relation to any Personal Data which is Processed by a party under or in relation to this Agreement; and (b) shall comply with its obligations, and not place the other party in breach of, the Data Protection Laws. The parties acknowledge that RCOT will process the Organisation's Personal Data in accordance with its privacy policy, as updated from time to time, [available here](#).

7. Liability

7.1. Non-excluded liability. Nothing in this Agreement limits or excludes RCOT's liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

7.2. Other losses. Subject to 7.1, RCOT shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: (a) loss of profits; (b) loss of sales or business opportunity; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; or (f) any indirect or consequential loss.

7.3. Limitation on liability. Subject to 7.1 and 7.2, RCOT's total liability, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the Fee.

7.4. Advertising Materials and indemnity. RCOT shall have no liability for any Advertising Materials printed as provided by the Organisation (or, in respect of Agents, as provided by either the Agent or Advertiser). The Organisation indemnifies and holds harmless RCOT against all liabilities, costs, expenses, damages, penalties, fines, and losses (including reasonable professional costs and expenses) suffered or incurred directly or indirectly by RCOT arising from (a) any breach by the Organisation of this Agreement; (b) RCOT's publication of any Advertisement or other Advertising Materials as provided by the Organisation; (c) any complaint or claim made by any advertising or other authority, RCOT member, consumer, or any other third party in respect of any published Advertisement (except to the extent such claim or complaint relates solely to RCOT's material breach of this Agreement or its fraudulent or negligent act or omission); (d) breach of any Laws; and (e) the

termination of the Agreement and cancellation of any Advertisement due to any scenario envisaged by 5.5 (Termination) and/or 7.4(a).

7.5. Insurance. The Organisation shall obtain appropriate insurance cover in respect of its obligations under this Agreement and the Advertisement/s.

8. Force Majeure

If either party is prevented from or delayed in the performance of its obligations under this Agreement (except for payment obligations) by any event beyond the reasonable control of that party, including acts of god, civil commotion, war, fire, flood, pandemic, epidemic, failure of suppliers, strikes or industrial action (except by that party's own employees) or political interference (**Force Majeure Event**), then it shall notify the other party in writing of the circumstances and shall be excused from performing those obligations for as long as the Force Majeure Event shall continue. If RCOT cancels or delays the publication of any Advertisement due to a Force Majeure Event, RCOT will in its discretion either: (a) publish the Advertisement at its next reasonable opportunity (for example, in the next suitable edition of the RCOT Publications); (b) refund the Fee; and/or (c) offer a discount against a new Advertisement.

9. Governing law, third party rights, entire agreement and misc.

9.1. Disputes. The parties agree to attempt to resolve any disputes amicably and in good faith prior to resorting to legal action. Notwithstanding the foregoing, this Agreement (and any non-contractual disputes) shall be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction to resolve any disputes.

9.2. Third party rights. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

9.3. Entire agreement. These Terms and Conditions and the Booking Confirmation, together with RCOT's current Advertising Documentation (being the Technical Specifications and RCOT's advertising prices, media pack, and advertising policy available from RCOT on request (as updated from time to time, which are incorporated by reference), set out the entire agreement relating to the Advertisements. Nothing said by any person on behalf of RCOT should be understood as a variation of this Agreement or as an authorised representation about the nature or quality of any advertising space offered for booking by RCOT. Save for fraud or fraudulent misrepresentation, RCOT shall have no liability for any such representation being untrue or misleading.

9.4. Interpretation. All uses of the word 'including' and 'for example' (and similar words and expressions) in this Agreement shall be read as having the words 'without limitation' after it. In the event of any conflict or inconsistency, the Booking Form shall prevail over these Terms & Conditions, and these Terms & Conditions shall prevail over the Advertising Documentation and any other referenced RCOT document. Headings shall not affect the interpretation of the clauses. References to legislation are to that legislation as modified or amended from time to time.