

# Advertising terms and conditions

## Online advertising

### Booking

Online advertisements are requested via our Job Vacancy Booking Form or Student Placement Booking Form available on our website or by email request to [jobs@bacp.co.uk](mailto:jobs@bacp.co.uk).

Submission of the booking form does not automatically constitute confirmation of your listing. British Association of Counselling and Psychotherapy (BACP) will aim to confirm all bookings by email or telephone within 48 hours of receipt of the request.

Advertisements are accepted at our discretion. They must comply with BACP policies and practice and the [UK Code of Non-broadcast Advertising and Direct & Promotional Marketing \(CAP code\)](#). We only advertise unpaid roles for unqualified practitioners and do not accept advertisements for voluntary roles for qualified practitioners.

### Payment

The costs advertised on our rate card on our website are exclusive of VAT, which will be charged at the standard UK rate. Charitable organisations are VAT exempt if a registered charity number is provided on the booking form. Our VAT registration number is 348 4063 92.

Payment can be made by BACS and/or debit or credit card over the telephone. We accept all major debit or credit cards, excluding American Express.

Advance payment is not required for your advertisement to be made live on our website with the exception of overseas clients. Invoices are payable in full and without set-off within 28 days of the invoicing date.

BACS payments should be made to BACP Enterprises Ltd

Sort code: 30-97-17 Account no: 00409158

### Cancellations

You reserve the right to cancel your advertisement at any point during the confirmation process with no applicable charge.

All costs will be confirmed with the advertiser before the advertisement is made live or an invoice is issued. Once your advertisement has been made live on the

BACP website, you will be responsible for the agreed cost in full. Once live, you will not be entitled to a refund, in part or full, if you wish to withdraw your advertisement before the agreed end date.

## Artwork

We ask you to submit a company logo or approved image to be displayed alongside your advertisement on our public-facing website. Your logo may also be used in our internal email communications to members.

Artwork must be sent in one of the following formats: jpeg, png, tif file. We ask for all images to be submitted by email (maximum file size for attachments is 10MB).

## Data protection

### BACP fair processing notice

BACP is committed to complying with the GDPR and the DPA 2018. We only use the information you give us for the purposes specified on the booking form and laid out in detail in the BACP Privacy Notice. We will only hold the information for as long as we need it to carry out the task for which it was given. You have rights under current legislation to limit or prevent the processing of your data and to have access to this information. We never sell your personal information to third parties but may need to share your details with suppliers who work on our behalf. To find out more about how we use your personal data, any third parties we may share it with and your rights in relation to it, see our [privacy notice](#).

# Print advertising

A range of print advertising options are available through our partner, Think Publishing. BACP publishes articles on topics crossing the breadth of counselling and psychotherapy practice, modalities and theoretical approaches in our magazine Therapy Today, as well as numerous divisional journals.

For further information, rates and terms & conditions of print advertisements, please visit:

Therapy Today [www.bacp.co.uk/about-us/advertise-to-bacp-members/therapy-today](http://www.bacp.co.uk/about-us/advertise-to-bacp-members/therapy-today)

Divisional Journals [www.bacp.co.uk/about-us/advertise-to-bacp-members/divisional-journals](http://www.bacp.co.uk/about-us/advertise-to-bacp-members/divisional-journals)

# Terms and conditions ‘the terms’

‘**Advertiser**’ means the individual or organisation which contracts with the publisher for the placing of an advertisement.

‘**Advertisement**’ means the content to be published in one of the publisher’s publications, or loose, or other separate inserts in the publisher’s publications or content to be made available on the publisher’s websites.

‘**Agreement**’ means these terms and conditions, the applicable rate card and any order form issued by the publisher in connection with a specific advertisement. BACP Media means all BACP Group of Companies Media, including but not limited to BACP journals and websites.

‘**Costs**’ means the sums payable by the advertiser to the publisher for the advertisement.  
Linked website means any website to which there is a hypertext link from an advertisement.

‘**Booking form**’ means the written acceptance by the publisher of the advertisement which may include costs.

‘**Publisher**’ means the BACP Group of Companies including either British Association for Counselling and Psychotherapy and BACP Enterprises Limited.

‘**Rate card**’ means the rate card applicable to the advertisement in effect at the time of order which may include, among other things costs, artwork, copy specifications, copy and cancellation deadlines and additional terms.

- 
1. By submission of the booking form to the publisher, the advertiser is confirming acceptance of these terms and conditions as detailed herein, to the exclusion of all other terms, or similar documentation issued to the publisher by the advertiser.
  2. The publisher reserves the right to revise its terms and conditions at any time prior to acceptance of an advertisement.
  3. No variation of this agreement shall apply without prior written agreement of the publisher.
  4. If all or any part of these terms and conditions becomes illegal, invalid or unenforceable in any respect, then the remainder of the agreement shall remain valid and enforceable.

5. If either the publisher or the advertiser fails to rely on its strict legal rights under this agreement, that will not prevent it from relying on those or similar rights in the future.
6. If an advertisement is placed by an advertising agency or other form of media buyer, the advertising agency or media buyer warrants it is entering into this agreement with the publisher as principal, notwithstanding that it may be acting directly or indirectly for another organisation, and so, for the avoidance of doubt, the advertising agency or media buyer shall constitute the advertiser for the purposes of this agreement. The advertiser agrees there is no direct or collateral contractual relationship between the publisher and the advertiser's client.
7. Advertisements are subject to the publisher's approval. The publisher shall be entitled at its absolute discretion, to refuse or cease to publish any advertisement at any time without explanation or entering into any form of correspondence or dialogue with the advertiser excepting notification of such refusal or decision to cease further publication. In cases where the publisher ceases publication of an advertisement under this clause 7, its sole liability shall be to refund the advertiser for any costs that the advertiser has already paid for the advertisement.
8. The advertiser warrants that no advertisement which they place will contravene any Act of Parliament or in any way be, illegal or defamatory or infringe any other party's rights or contravene the British Code of Advertising Practice or any other applicable standards or codes of practice from time to time. On request, the advertiser will provide a legal opinion confirming this to be the case.
9. The Advertiser shall be responsible for ensuring, and warrants that:
  - (i) the advertisement and (as applicable) any linked website is legal, truthful, honest and decent and otherwise complies with [UK Code of Non-broadcast Advertising and Direct & Promotional Marketing \(CAP code\)](#). and any other applicable codes, guidance or regulations provided under the remit of the Advertising Standards Authority
  - (ii) the advertisement and (as applicable) any linked website comply with all relevant primary and secondary legislation (including but not exclusively, the Equality Act 2010, the Trade Descriptions Acts 1968 and 1972 and the Financial Services and Markets Act 2000) as may be amended or revised from time to time and are lawful in all other respects
  - (iii) the advertisement as originally submitted to the publisher or as subsequently amended on the instructions of the advertiser and any linked website does not infringe any copyright, trademarks or other intellectual property or other proprietary rights of any third party, and that the advertiser has full and adequate permissions for the use of any and all third party intellectual property or other proprietary rights which the advertisement and linked website may contain

- (iv) if the advertisement is placed by an advertising agency or media buyer as principal, that the advertiser is authorised by its client to place the advertisement.
  - (v) that any electronic files provided by or communications sent to the publisher shall be free of computer viruses, bugs, Trojan horses or similar harmful components.
10. The advertiser shall fully indemnify, and keep fully indemnified, the publisher against all claims, costs, loss or damages howsoever arising from the breach of the warranties included under paragraph 8 and 9 above and for the avoidance of doubt shall include defamation, contempt of court, malicious falsehood and privacy actions and the Advertiser shall maintain suitable insurance for its obligations under this paragraph.
11. The publisher shall use all reasonable endeavours to achieve the agreed publication dates for advertisements. However, for the avoidance of doubt the date of publication of an advertisement or series of advertisements shall not be of the essence of this agreement.
12. The liability of the publisher to the advertiser howsoever arising in respect of the publication or non-publication of any advertisement or series of advertisements, including from breach of any of the publisher's obligations under this agreement, including errors or omissions in respect of advertisement content, the breach of any implied terms of fitness for purpose or satisfactory quality, or any terms under any collateral contract deemed to exist by a court or tribunal of competent jurisdiction, or from the act, omission or negligence of the publisher or its employees or agents, shall be limited to the sum paid or payable by the advertiser to the publisher in respect of the advertisement in question. In particular the publisher shall not be liable to the advertiser or to any third party for any loss of income, revenue, profits, goodwill or any consequential or indirect loss or from damage to or loss of materials provided to the publisher by the advertiser. The publisher does not exclude liability for death or injury arising from the publisher's or its agents' or employees' negligence:
- (i) 12.1 In cases of online advertisements, the publisher shall use reasonable endeavours to maintain technical access to its websites. However, because of the nature of the internet, the publisher gives no warranty that access will be uninterrupted.
  - (ii) 12.2 The publisher will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under these terms that is caused by events outside the publisher's reasonable control ('Force Majeure Event'). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the publisher's reasonable control. The publisher's performance under these terms is deemed to be suspended for the period that the Force Majeure Event continues, and the publisher will have an extension of time for performance for the duration of that period. The publisher will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under the agreement may be performed despite the Force Majeure Event.

13. The advertiser undertakes to comply at all times with the [Data Protection Act 2018](#) and the regulations, codes of practice and guidelines made thereafter (the 'Data Protection Act') in respect of information obtained by it as a result of an advertisement in any BACP Media. The advertiser warrants that it has appropriate technical and organisational measures in place to protect any personal data processed by it against unauthorised or unlawful processing of personal data, and against accidental loss or destruction of, or damaged to, personal data held or processed by it and that it has taken reasonable steps to ensure the reliability if any of its staff which will have access to such personal data.
14. The publisher shall notify the advertiser prior to acceptance of the advertisement of the costs which may include any series discount or other adjustments to the rate card.
15. The publisher shall be entitled to vary the rate card at any time prior to publication upon written notice to the advertiser and in such an event the costs shall be varied accordingly. In the event of the publisher varying the rate card the advertiser shall be entitled to cancel the advertisement or the balance of a series of advertisements without further liability on written notice to the publisher.
16. All costs are exclusive of any value added tax (VAT) or other applicable taxes.
17. Invoices are payable in full and without set-off within 28 days of the invoicing date. If the payment has not been received by this date, credit facilities may be withdrawn and all further credit facilities withheld.
18. Any series discount provided by the publisher is offered solely on the basis that the advertiser completes the agreed series of advertisements.
19. If at any time prior to the completion of the series of advertisements the advertiser cancels the balance of the series, or this agreement is terminated by the publisher due to the default of the advertiser, the advertiser shall be immediately liable for the balance of the sums due between the rate card costs which would have applied to all published advertisements in the series and discounted sums already paid by the advertiser.
20. The publication of an advertisement by the publisher does not constitute endorsement of the advertiser, its products or services by the publisher.
21. The Publisher shall use reasonable endeavours to take care of the Advertiser's property which may be provided in respect of an Advertisement. However, the Publisher shall not be liable for any loss of or damage to copy, artwork, photographs or other materials, and the Advertiser shall maintain copies of and insurance for such materials as appropriate.

22. The Publisher shall return all Advertiser property to the Advertiser upon request. However, the Publisher shall be entitled to destroy or otherwise dispose of all Advertiser property held by the Publisher for more than six months from the date of last issue.
23. The publisher reserves the right to charge interest on all amounts outstanding beyond the payment date(s) shown on its invoices. Interest will be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and Late Payment of Commercial Debts Regulations 2002 and 2013.23. This agreement shall be governed and construed in all respects by the Law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.