INSERTS AND OUTSERTS

In addition to traditional print advertisements, *Nature* and select Nature-branded research and review titles also accommodate printed *inserts and outserts* that are either bound in or polybagged along with the journal. Below you will see examples of the unique print options available to you.

- Add value and impact to your ongoing campaigns
- Showcase recruitment opportunities or raise employer branding
- Target delegates at a particular conference or career fair
**TERMS & CONDITIONS**

**ADVERTISING TERMS AND CONDITIONS**

These terms and conditions apply to all Advertisements submitted to and accepted by NPG. An Advertisement submitted to NPG shall not be deemed to have been accepted and until either confirmed in writing by NPG or the campaign commences and the first Advertisement appears in the relevant Journal, E-Mail Campaign or Internet Site. By submitting an Advertisement to NPG, the Customer agrees to be bound by these terms and conditions as principal, even if it is acting as agent or buyer for the actual advertiser. A Customer’s standard terms and conditions of purchase or other standard terms and conditions shall not apply.

1. Definitions

In these terms and conditions the following definitions shall apply:

“Advertisement” means an advertisement published, reproduced or inserted in or on any Journal, E-Mail Campaign or Internet Site pursuant to an Advertisement Order; “Advertisement Order” means any order submitted to NPG for the publication, reproduction or insertion of Material in or on any Journal, E-Mail Campaign or Internet Site; “Customer” means the person who submits the Advertisement Order even if it is acting as agent or buyer for the actual advertiser; “E-Mail Campaign” means any e-mail campaign undertaken by or on behalf of NPG; “Internet Site” means any internet site operated, owned or controlled by NPG; “Journal” means any journal or other publication published by or on behalf of NPG; “NPG” means Nature Publishing Group, a division of Macmillan Publishers Limited (company number 785989), registered in England whose registered office is at Bruton Road, Houndmills, Basingstoke, Hampshire RG21 6XS; “Material” means any advertising material/copy, artwork, photographs or other material provided or to be provided by the Customer in connection with the Advertisement Order; “Rate Card” means the rate of NPG in effect for the time being.

2. Warranties and Indemnity

2.1 The Customer hereby warrants and represents that:

(a) all information and Material supplied to NPG is true, accurate and not misleading, and nothing contained in it is liable to bring NPG or the Journal into disrepute;

(b) the Material is not obscene, defamatory or libellous and it will not infringe the intellectual property rights or any other rights (including any right of privacy or confidence) of any third party;

(c) the Material complies with all applicable legislation and codes of practice in the countries in which the Material is to be published; and

(d) it has all necessary rights, licenses and consents (including where necessary regulatory consents and consents from persons or entities cited or quoted in the Material) needed to permit NPG to use, display, reproduce, insert or publish the Material pursuant to the Advertisement Order.

2.2 The Customer shall indemnify NPG and keep NPG indemnified against all losses, damages, expenses (including legal expenses), charges or other costs (including any settlement payments) suffered or incurred by NPG as a result of a breach, or alleged breach, of any of the warranties contained in clause 2.1 above.

3. Limitation of Liability

3.1 NPG does not exclude or limit its liability for death or personal injury caused by the negligence of NPG or its agents or any other liability the exclusion or liability of which is expressly prohibited by law.

3.2 Subject to clause 3.1, NPG shall not be liable to the Customer in contract, tort (including negligence) or otherwise for any indirect loss of profits, business, contracts, orders, revenue, goodwill or anticipated savings or for any special or consequential loss or damage.

3.3 Subject to clause 3.1, the liability of NPG in respect of any and all claims (whether in contract or tort) arising out of or in connection with an Advertisement or Advertisement Order shall not exceed the amount the Customer has paid in connection with that Advertisement or Advertisement Order.

3.4 NPG shall not be liable for any loss of any Material.

3.5 It is the Customer’s responsibility to ensure that all Advertisements are correct, accurate and not misleading. NPG accepts no responsibility for any errors in an Advertisement. However, in the event of an error in a published Advertisement as a result of a typographical error introduced by NPG, NPG agrees to re-run the Advertisement free of charge in the next available edition of the Journal.

3.6 The services provided hereunder are provided “as is”. Except as otherwise expressly provided herein, NPG makes no warranties of any kind, either express or implied, including, but not limited to, warranties of satisfactory quality, accuracy or fitness for a particular purpose. NPG does not warrant that any Internet Site will be uninterrupted or error-free or accessible at any particular time or free from infection of viruses or other code that manifests contaminating or destructive properties. NPG agrees to use its reasonable endeavours to run requested positions of Advertisements in a Journal which have been agreed by it in writing, but is unable to guarantee this. NPG will use all reasonable endeavours to reproduce Customer’s trademarks and logos featured in Advertisements correctly in accordance with written instructions given to it, but is unable to guarantee this. Except as otherwise expressly provided herein, all conditions, warranties, terms, prior representations, and undertakings express or implied, statutory or otherwise, in respect of the services provided hereunder are to the fullest extent permitted by law expressly excluded.

3.7 NPG is not responsible for errors made in any Advertisement that result from changes or alterations made by NPG at the Customer’s request.

4. Payment

4.1 Unless otherwise agreed by NPG in writing, NPG shall invoice the Customer for all amounts as they become due, which shall be after the date of first publication of the first applicable Advertisement. Invoices must be paid within 30 days of date of such invoice.

4.2 NPG may charge interest on all sums outstanding beyond the date on which they are due for payment. Interest may be charged on that basis from the due date of payment until the actual date paid at the rate of 3% above the base rate of National Westminster Bank plc.

4.3 The Customer will be short-rated if within 52 weeks of its first Advertisement it does not use the total number of Advertisements upon which its rates have been based, pursuant to the Rate Card. The Customer will be rebated if within 52 weeks of its first Advertisement sufficient Advertisements have been placed entitling the Advertiser to a lower rate than at which they have been invoiced, pursuant to the Rate Card.

4.4 Where applicable, all applicable taxes, including without limitation VAT and taxes on advertising space, will be the responsibility of the Customer and shall be paid in addition by the Customer.

4.5 NPG reserves the right to charge the rates in the Rate Card at any time. The then current prevailing Rate Card is available to Customers on request from the NPG advertising department.

5. Cancellation

Once an Advertisement Order has been accepted, a Customer can only cancel or alter the Advertisement Order up to 8 weeks from the agreed insertion date of the relevant Advertisement in the Journal. After this date the written consent of NPG is required for any cancellation or alteration. If such consent is not granted then the Customer will be liable for all sums due to NPG under the Advertisement Order.

6. General

6.1 The Customer hereby grants NPG all rights that NPG requires to fulfil the Advertisement Order.

6.2 NPG may either (as it shall choose at its discretion) refuse or require to be amended any Material relating to an Advertisement that does not comply with NPG’s standards or which, in the reasonable opinion of NPG, is or may be, defamatory, obscene, illegal, infringe the intellectual property rights or other rights of a third party or fail to comply with any relevant legislation or code of practice.

6.3 NPG reserves the right to place the word “Advertisement” in any Advertisement containing Material which in NPG’s opinion resembles editorial matter. Such Advertisements must additionally conform with NPG’s guidelines concerning advertising that resembles editorial matter (Advertisement Features, Advertorial) that are available to the Customer on request, or via the NPG advertising website.

6.4 NPG shall not be liable for delay or failure caused by acts of God, suppliers, contractors, distributors, any government, flood, insurrection, embargo, strikes whether legal or illegal or other contingencies beyond NPG’s control.

6.5 All Advertising orders and correspondence relating to any Advertising Order should be addressed to Nature Publishing Group, Billing Department, The Macmillan Building, 4 Crinan Street, London, N1 9XW, England.

6.6 Material, unless otherwise agreed in writing, shall be held stored for a minimum of 12 months from receipt. Thereafter, NPG shall have the right to destroy such Material without further notice to the Customer.

6.7 The Customer shall provide NPG with all necessary Material by any date stipulated by NPG. If the Customer fails to provide such Material by such date then NPG does not guarantee to fulfil its obligations under the Advertisement Order and accepts no liability for a failure to do so. (This is in addition to NPG’s rights under clause 5 above).

6.8 If any provision of these terms and conditions is held for any reason to be ineffective or unenforceable in whole or in part this shall not affect the validity or enforceability of the other terms and conditions set out herein.

6.9 No waiver by NPG of any breach of these terms and conditions will be treated as a waiver of any subsequent breach of the same or any other provision.

6.10 Variations to these terms and conditions will only be effective if made in writing and signed by an authorised representative of NPG at NPG management or advertising department sales representative level, and the Customer.

6.11 NPG employees are not authorised to make any representations concerning NPG’s services unless confirmed by NPG in writing.

6.12 Nature and NPG are registered trademarks of the NPG Group and NPG does not permit the use of its registered Trademarks by third parties without a written licence agreement expressly authorising the specific use in question.

6.13 These terms and conditions shall be governed by and construed in accordance with the laws of England without regard to the principles of conflict of laws. The parties hereto submit to the exclusive jurisdiction of the English courts.

If you have any questions please email naturejobs@nature.com or contact your regional representative