

Purchase Order

VAT Registration Number 121 5884 77

P.O. Box 27
 Banbury
 Oxon
 OX15 4BH
 Tel: (01295) 252535
 Fax: (01295) 270028
 www.cherwell.gov.uk

Heart of England Newspapers

Johnston Cash Processing
 PO Box 319
 Wellington Street
 Leeds
 LS1 1UJ

Order Number	429071
Supplier No	801315
Order Date	30/09/2014
Payment Terms	██████████

Qty	Description	Unit Price	Amount in GBP
1	Advertising Planning Applications Weekly list of planning applications to be advertised in the Banbury Guardian on 2 October 2014	██████████	██████████

Order Total ██████████

Delivery Address

Cherwell DC
 Planning & Development Services
 Bodicote House, Bodicote
 Banbury
 Oxfordshire
 OX15 4AA

Invoice Address

P.O. Box 27
 Banbury
 Oxon
 OX15 4BH

If you have any queries relating to this order, please contact Louise Wright (Tel: 01295 221873)
 Please quote the above official order number when submitting your invoice for payment.
 Terms of Reference are set out overleaf.

**CHERWELL DISTRICT COUNCIL
TOWN AND COUNTRY PLANNING ACTS
APPLICATIONS THAT REQUIRE STATUTORY ADVERTISEMENT**

14/01321/F - Banbury - 24A Fergusson Road Banbury OX16 3HQ Demolition of existing property, extension of existing access road, construction of 4 new residential units taking the form of 2 semi-detached 3 bedroom units with amenity spaces for Mr Graham Saunders

14/01508/F - Hornton - Stonehaven Millers Lane Hornton Loft conversion to both the house and garage to include a two rear dormers traditional lead flat roof dormers to the rear a front gabled dormer and two front gabled dormers to the garage for Mr David Bartlett *

14/01552/F - Steeple Aston - Chancel Cottage Fir Lane Steeple Aston Internal alterations and removal of attached outbuildings to enable new extension for Mr Justin Grainger *

14/01601/LB - Steeple Aston - Chancel Cottage Fir Lane Steeple Aston Internal alterations and removal of attached outbuildings to enable new extension for Mr Justin Grainger

14/01533/F - Shenington With Alkerton - The Bell The Green Shenington Removal of Condition 3 of 13/01809/F for Mr And Mrs A Wyatt

14/01461/F - Banbury - Four Plus Two Unit 3 Bridge Wharf Change of use from children's play facility to office/light industrial/storage and partly as the base for a vehicle hire company for Bridge Wharf

14/01555/F - Duns Tew - Land West Of Dane Hill Farm Adj To Dane Hill North Aston Proposed stopping up of two areas of public highway via section 247 Town and Country Planning Act. Change of use from public highway to private use. for North Aston Farms

*These are householder applications: any appeal in writing against refusal for planning permission will be sent to the Secretary of State, after which you won't be able to comment further. Full details of these applications may be inspected during normal office hours at the Council Offices, or at <http://www.publicaccess.cherwell.gov.uk/online-applications/>. Alternatively relevant applications have been sent to the respective Clerks to the Parish Councils or Meetings; applications within the town of Banbury can be inspected at The Town Hall, Bridge Street, Banbury. Representation on applications should be sent within 21 days of the date of this publication to the Head of Public Protection and Development Management, Bodicote House, Bodicote, Banbury OX15 4AA. Any representations received cannot be treated as confidential in view of the provisions of the Local Government (Access to Information) Act, 1985.

S SMITH CHIEF EXECUTIVE



Johnston Press Media Sales Centre
Delivering Excellence in all we do

Johnston Press
1 York Street
Sheffield
S1 1PU

ADVERTISING PROOF (PUBLIC NOTICES)

Cherwell District Council
 Finance Department
 Bodicote House,
 Bodicote
 Banbury, Oxfordshire
 OX15 4AA

29 September 2014

Advert Ref Number : MSH200257
 Customer Order Ref No : Louise Wright

Dear Louise,

Publication	Size	Classification	Colour	Start Date	End Date	No. Inserts	
Banbury Guardian www.banburyguardian.co.uk	14x2	Public Notices	Black	02/10/2014 02/10/2014	02/10/2014 02/10/2014	1	1

Total Net: [REDACTED] **VAT:** [REDACTED] **Gross Total:** [REDACTED]

Please carefully check that the proof of your notice and the booking details are correct. We ask that you confirm this by replying to this email or advise us regarding any amendments.

If you require an order number to be quoted on the invoice for this booking please include this on your return email.

This notice **will be printed** and our accounts department will send you the invoice following publication.

Cancellation and amendment deadline: 2pm on Tuesday

Below is a low resolution image of your advert

**CHERWELL DISTRICT COUNCIL
TOWN AND COUNTRY PLANNING ACTS
APPLICATIONS THAT REQUIRE STATUTORY
ADVERTISEMENT**

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S SMITH CHIEF EXECUTIVE

Yours sincerely

Bennett Holland
Media Sales Advisor
Media Sales Centre
Johnston Press
0207 023 7931

Johnston Press PLC

Terms and Conditions of Acceptance of Advertisements

The Publication and the Website are produced and published by the Publisher.

In these Conditions:

- "the Publisher" means Johnston Publishing Ltd and its associated Agency Companies (Listing of Agency Companies is available on request from the Group Data Protection Manager data.protection@jpress.co.uk or by visiting [.](#)).
- "the Advertiser" means any person or company placing with the Publisher an order for the publication of an advertisement in any of the Publisher's newspapers, other publications or hosted websites. For the avoidance of doubt, in this section the words "published" or "Publication" shall mean published in any newspaper and/or on any Website(s) owned and produced by the Publisher.

Orders for insertion of advertisements in the Publication and/or the Website are accepted subject to the following conditions.

1. **Warranty.** The placing of an order constitutes a warranty from the advertiser and/or advertising agency to the Publisher:
 - that the advertisement is legal, decent, honest and truthful, complying with the British Codes of Advertising and Sales Promotion, with any relevant codes of practice and with the requirements of current legislation; and
 - that the advertisement is not defamatory and does not infringe the copyright moral rights or any other rights of any third party.
 2. **Links.** No hyperlinks or metatags may be included in any advertisements save with the express prior permission of the Publisher.
 3. **Indemnity.** The Advertiser and/or advertising agency agrees to indemnify the Publisher in respect of all costs, claims, damages, or other charges arising directly or indirectly as a result of the publication of the advertisement(s).
 4. **No Guarantee.** While every endeavour will be made to meet the wishes of advertisers, the Publisher does not guarantee the publication of any particular advertisement or its publication on any particular date or in a particular part or edition of the publication or to be inserted under a particular classification.
 5. **Errors.** It is the responsibility of the Advertiser/advertising agency to check the first appearance of any series of advertisements and notify the Publisher immediately of any errors. The Publisher assumes no responsibility for the correction of errors unless notified by the advertiser. In the event of any error, misprint or omission in the Publication or the Website of an advertisement or part of an advertisement (however caused) the Publisher will either re-publish the advertisement or relevant part of the advertisement as the case may be or make a reasonable refund of or adjustment to the cost. No re-publication, refund or adjustment will be made where the error, misprint or omission does not materially detract from the advertisement.
 6. **Limitation on Liability.** In no circumstances shall the total liability of the Publisher for any error, misprint or omission exceed:
 - the amount of a full refund of any price paid to the Publisher for the advertisement in connection with which liability arose; or
 - the cost of a further or corrective advertisement of a type and standard reasonably comparable to that in connection with which liability arose.
 7. **Save as set out above, the Publisher accepts no liability in respect of any loss or damage occasioned directly or indirectly as a result of publication of any advertisement or of any title or website in which any advertisement is scheduled to appear.**
 8. **Without prejudice to the foregoing, the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward replies to box numbers to the advertiser (however caused). The Advertiser hereby authorises the Publisher to return to its originator or destroy any communication which, in the reasonable opinion of the Publisher, should not be delivered to the Advertiser.**
 9. **Refusals and Amendments.** The Publisher reserves the right to:
 - Refuse any advertisement or if already accepted to cancel the order at any time by giving reasonable notice before the next insertion, but in that event the Advertiser/advertising agency shall not be liable for payment of the difference (if any) between the rates for the series specified in the order and the usual price for the series of insertions which has appeared when the order is stopped; and
 - require any alteration it considers necessary or desirable in any advertisement.
- Mail order advertisements will not be accepted for publication by the Publisher unless the Advertiser completes and returns to the Publisher a Mail Order Guarantee Form, produced by the Newspaper Society, prior to the deadline for publication of the advertisement.
10. **Cancellation.** An advertising agency may cancel any unexpired part of an order without penalty in the event of the death or failure of its client. Orders cannot be cancelled once the Publisher has commenced to carry out the order in accordance with the first publication date requested by the advertiser. In other cases the Publisher will require seven clear working days' notice of cancellation of any order or unexpired part of an order, or in the case of an advertisement which by reason of its position is chargeable at a premium rate, not less than twenty-eight clear working days' notice. All cancellations must be notified in writing. Email notification of cancellation is not acceptable. It is the responsibility of the Advertiser to retain a note of any 'stop number' issued by the Publisher.
 11. **Self Service Advertising.** The Publisher reserves the right to edit any advertisements created through its online self service facilities. The Publisher may remove photographs and alter text based content. It is the responsibility of the Advertiser to check their self created online advertisement on a regular basis and to notify the Publisher of any apparent issues. All self service access is password controlled. It is the responsibility of the Advertiser to keep their password confidential. You, the Advertiser, are completely responsible for activities that happen under your account and password. If you think there has been unauthorised use of your account or password, you agree immediately to notify the Publisher and co-operate with the Publisher to resolve it. The Publisher will not issue compensation should the web site be temporarily unavailable for any period of time. Any notice of advertisement withdrawal must be submitted to the Publisher in writing. The Publisher endeavours to carry out the request within a time period agreed with the Advertiser.
 12. **Copyright.** The copyright for all purposes in all artwork, copy, video, audio and other material which the Publisher or his employees have originated, contributed to or reworked shall vest in the Publisher. The Advertiser authorises the Publisher to record, reproduce, publish, distribute and broadcast (or to permit the same) all advertisements (including, but not limited to text, artwork, video and photographs) and to include and make them available in any information service, electronic or otherwise.
 13. **Consents.** The placing of an order by an Advertiser, or an advertising agency on behalf of a client, constitutes an assurance that all necessary authority and consents have been secured in respect of the use in the advertisement(s) (a) of pictorial or any other representations of (or purporting to be of) living persons, and of references to any words attributed to living persons and (b) any material the copyright in which vests in a third party.
 14. **Risk.** Any material submitted by the Advertiser is held by the Publisher at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy without notice all such property after the date of its last appearance in an advertisement unless the advertiser has given instructions to the contrary.
 15. **Box Numbers.** The Publisher will endeavour to forward all replies to a box number to the Advertiser as soon as is possible after receipt, but the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies, howsoever caused. The Advertiser authorises the Publisher to examine material passing through boxes and to return to its originator any communication which, in the opinion of the Publisher, should not be delivered to the Advertiser. Advertisements from dealers are not accepted under a box number.
 16. **Rates.** The rates charged for the transmission of any advertisement shall be those set out in the Publisher's rate card in force at the time the order is placed. The rate card is subject to change at any time and may vary between Companies and publications within the Johnston Publishing Limited Group of titles. Copies are available on request. It is the responsibility of the Advertiser to bring to the Publisher's attention at the time of booking any discount, allowance or exemption from VAT (Value Added Tax) to which entitlement is claimed. All gross advertising rates (except classified lineage and semi display) are subject to the Advertising Standards Board of Finance (ASBOF) levy from time to time (currently 0.1 %) payable by the Advertiser to help finance the self regulatory system.
 17. **Advertising Agencies.** Commission will only be granted to agencies formally recognised by the Newspaper Society or the Publisher at the time of placing the order. The rate of commission payable will be determined by the Publisher and may be varied or withdrawn at the Publisher's discretion at any time, subject to giving the advertising agency seven days written notice thereof. All advertising agencies claiming commission must quote order numbers for every booking made. The Publisher reserves the right to vary these terms of acceptance of advertising and payment in respect of any advertising agency at the Publisher's discretion, subject to giving the advertising agency seven days written notice thereof.
 18. **Time of Payment.** Pre-payment may be required for any advertisement at the Publisher's discretion. Where pre-payment is not required, subject to completion and approval of a Credit Application Form, payment shall be made for each advertisement within seven days of the date of the invoice, except that payment of advertisements charged to an approved credit account shall be made no later than:

EXCLUSION CONDITIONS AND WARRANTIES

These conditions ("the Conditions") shall override any terms or conditions stipulated, incorporated or referred to by the person, company or body named overleaf ("the Seller") whether in any negotiations or in any quotation, sales offer, delivery note or invoice and shall constitute the entire contract ("the Contract") between Cherwell District Council ("the Council") and the Seller for the supply of goods ("the Goods") or the performance of services ("the Services") by the Seller.

OFFER AND ACCEPTANCE

The Council's written order ("the Council's Order") to the Seller for the supply of the Goods or the performance of the Services shall constitute an offer to the Seller to provide the Goods or the Services at the price stated in the Council's Order on the terms set out herein.

Acceptance of the Council's Order shall be deemed to occur upon delivery of the Goods or commencement of the Services as herein provided.

PRICE AND PAYMENT

The price payable by the Council shall be the price stated in the Council's Order.

The price payable by the Council is exclusive of VAT which shall (if chargeable) be due at the rate ruling on the date of the Seller's invoice.

Payment of the price payable by the Council for the Goods and any VAT shall be due within 30 days of the date of the Seller's invoice or delivery of the Goods whichever shall be later. Payment of the price payable by the Council for the Services and any VAT shall be due within 30 days of the date of the Seller's invoice or completion of the Services whichever shall be later.

Interest on overdue payment shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above National Westminster Bank plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.

GIFTS AND REWARDS

If the Seller shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract, or any other agreement with the Council, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other agreement with the Council, or if the like acts shall have been done by any person employed by the Seller, or acting on the Seller's behalf (whether with or without the knowledge of the Seller), or if in relation to the Contract, or any other agreement with the Council, the Seller or any person employed by the Seller, or acting on the Seller's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any member or officer of the Council, which shall have been exacted or accepted by such member or officer by virtue of office or employment and is otherwise than such member or officer's proper remuneration, the Council shall be entitled to terminate the Contract and any other agreement with the Seller and to recover from the Seller the amount of any loss resulting from such termination.

NOTICES

Any notice required to be given hereunder shall be sufficiently served if served personally on the addressee or sent by prepaid first class recorded delivery post to the registered office or last known address of the party to be served therewith and if so sent shall (subject to proof to the contrary) be deemed to have been received by the addressee on the second business day after the date of posting.

WAIVER

No waiver or forbearance by the Council (whether express or implied) in enforcing any of its rights under the Contract shall prejudice its right to do so in the future.

FORCE MAJEURE

Neither party shall be liable for any default due to any act of God war strike lock-out industrial action fire flood drought tempest or other event beyond the reasonable control of either.

SEVERABILITY

Any Condition which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other Condition.

PROPER LAW

The Conditions are subject to the law of England and Wales.

HEADINGS

All headings are for ease of reference only and shall not affect the construction of the Conditions.

CONDITIONS APPLICABLE TO THE SUPPLY OF THE GOODS

11. THE GOODS

The Goods to be supplied by the Seller shall be as set out in the Council's Order.

The Council assumes responsibility that the Goods are suitable for its purpose except where the Council has stipulated in the Council's Order that the Council is relying on the Seller's skill and judgement.

PASSING OF THE PROPERTY

Title in the Goods shall not pass to the Council until the Council has taken delivery of the Goods or they have been delivered in accordance with the instructions contained in the Council's Order and payment has been made in full.

THE RISK

Risk in the Goods shall pass immediately upon delivery by the Seller.

Notwithstanding this Condition 7, title in the Goods shall not pass from the Seller until the Council shall have paid the price plus any VAT in full.

Until title in the Goods passes to the Council in accordance with Condition 6 above, the Council shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller.

Notwithstanding that the Goods (or any of them) remain the property of the Seller, the Council may use the Goods for the purpose for which they are intended.

DELIVERY

The Goods shall be delivered by the Seller on or before the date stipulated in the Council's Order or, if no date is stipulated, within a reasonable time.

If the Seller fails to deliver all of the Goods in accordance with the Conditions on or before the due date for delivery then without prejudice to the Council's rights for breach of contract:

The Council may terminate the Contract. In this event without prejudice to the Council's other remedies the Seller shall promptly collect any of the Goods which have been delivered;

Where less than the agreed quantity of the Goods has been delivered and the Council has not exercised its rights of termination under this Condition 8 the Council may accept the Goods delivered by the Seller and recover for the Seller's breach in respect of the failure to deliver the remainder of the Goods;

The Council may require the Seller promptly to deliver sufficient goods to comply with the quantity required;

The Council may exercise its rights under this Condition 8 by notice to the Seller.

ACCEPTANCE

Acceptance of the Goods shall be deemed to have taken place unless the Seller receives written notice to the contrary within 14 days after delivery to the Council.

The Seller agrees to permit the Council to return any of the Goods which are defective or which do not correspond to the description contained in the Council's Order at any time up to 30 days after delivery notwithstanding that the Goods may have already been accepted by the Council. The Council may set off against any payment due to the Seller the price of such goods. Without prejudice to the other rights of the Council for breach by the Seller where any of the Goods supplied to the Council are defective or do not comply with an agreed description, the Seller shall, at the option of the Council, forthwith upon notice being given to the Seller either repair or replace such goods free of charge.

CONDITIONS APPLICABLE TO THE PERFORMANCE OF THE SERVICES

THE SERVICES

The Services to be performed by the Seller shall be as set out in the Council's Order.

PERIOD FOR PERFORMANCE

The Services to be performed by the Seller within the period specified in the Council's Order or, if no period is stipulated, within a reasonable time.

STANDARD OF CARE

The Seller shall perform the Services with reasonable care and skill.

TERMINATION

If the Seller defaults in performance of the Services in accordance with Conditions 17 to 19 inclusive then the Council may, without prejudice to the Council's other remedies, terminate

CONSEQUENCES OF TERMINATION

The Council shall cease to be under any obligation to pay the Seller until the costs, loss and/or damage resulting from or arising out of the termination of the Contract shall have been calculated and provided such calculation shows an amount due to the Seller.

The Council shall be entitled to recover from the Seller as a debt any loss or damage to the Council resulting from or arising out of the termination of the Contract.

- o that specified to the Advertiser when credit terms are granted; or
- o the 30th day of the month following the month in which the invoice was dated.

Should the Advertiser be in breach of these terms, or of any contract with the Publisher, then the full amount in respect of all advertising published and all other amounts accruing from the Advertiser shall become due and payable. The Publisher reserves the right to withdraw credit facilities from any Advertiser at the Publisher's discretion subject to giving the Advertiser seven days written notice thereof, if practicable, or forthwith upon the issue of any Court proceedings against the Advertiser. All payments must be accompanied by the remittance advice issued by the Publisher or a similar document approved by the company. Any query in respect of an invoice must be brought to the attention of the Publisher in writing within seven days of its issue.

19. **Late Payments** The Publisher shall be entitled to charge statutory interest pursuant to the Late payment of Commercial Debts (Interest) Act 1998 (as amended 2002)/ The late payment of Commercial Debts (Rate of Interest)(Scotland) Order 2002 on all sums due at a current rate of 8% above the Bank of England base rate for the time being until payment is received.

Compensation for reasonable debt recovery costs arising from late payment will also apply at the following rate:

Debt up to £999.99	£ 40
Debt £1000 to £9,999.99	£ 70
Debt £10,000 plus	£ 100

The Publisher shall be entitled to add to any sums due any reasonable costs and expenses (including administrative costs) incurred by the Publisher in obtaining. The Publisher shall be entitled to an administration charge from the Advertiser of £25.00 in respect of any cheque tendered which is not met upon presentation (and to vary this charge at any time without notice). The Publisher reserves the right to exercise a lien over any documents or other property of the Advertiser in its possession if the Publisher's charges are not paid in accordance with these terms and the Publisher's rate card from time to time.

20. **Data Protection.** The Publisher will hold personal information obtained in dealings with customers and process it in accordance with the Publisher's Data Protection Notice which can be found at . A primary use of Advertiser personal information is for the marketing purposes of the Publisher and its associated business partners. If an Advertiser does not wish for their personal information to be used for this purpose this should be indicated at the time of booking the advertisement. Any subsequent request to remove consent for personal information to be used for marketing purposes should be submitted in writing to the Group Data Protection Manager, Johnston Press plc, Yorkshire Post Newspapers, Wellington Street, Leeds, LS1 1RF.
21. **Disclosure of Identity.** The Publisher reserves the right to disclose the name and address and any other account details of advertisers and/or agencies to the police, trading standards officials, or any other relevant authority and, where the Publisher in its sole discretion deems it reasonable, to other third parties.

22. **Advertising Orders.** Advertising orders are issued by an advertising agency as a principal and must be on the agency's official form. When copy instructions not constituting an official order are issued, they shall be clearly marked "Copy instruction - not an order".

23. **The Newspaper Society.** The terms of the Recognition agreement between the Newspaper Society and the Publisher, or between the Newspaper Society and the Newspaper Proprietors Association and recognised advertising agencies are deemed to be incorporated in these conditions of acceptance of advertisement orders for the publication and transmission of all advertisements accepted from the recognition advertising agency. Without prejudice to the generality of these terms, these conditions of acceptance specifically extend to any personal guarantee given by the Directors or any other person on behalf of a recognised agency at the time of recognition in respect of any unsatisfied liabilities of the agency in the event of the agency's liquidation or insolvency. Such guarantee is part of these conditions of acceptance.

24. **Acceptance.** The placing of an order for the insertion of an advertisement shall amount to an acceptance of the above conditions and any conditions stipulated on an agency's or advertiser's order form or elsewhere by an agency or an advertiser shall be void insofar as they are in conflict with them.

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