



Terms and Conditions for Acceptance of Advertisements

1. These conditions shall apply to all advertisements, inserts, sponsored articles or features (herewith referred to as advertisements) accepted for publication. Any other proposed condition shall be void unless incorporated clearly in written instructions and specifically accepted by kpm.
2. All advertisements are accepted subject to kpm's approval of the copy and to the space being available.
3. kpm reserves the right to omit or suspend an advertisement at any time for good reason, in which case no claim on the part of any Advertiser for damage or breach of contract shall arise. Should such omission or suspension be due to the act or default of the Advertiser or his servants or agents then the space reserved for the advertisement shall be paid in full notwithstanding that the advertisement has not appeared. Such omission or suspension shall be notified to the Advertiser as soon as possible.
4. If kpm considers it necessary to modify the space or alter the date or position of insertion or make any other alteration, the Advertiser will have the right to cancel if the alterations requested are unacceptable, unless such changes are due to an emergency or circumstances beyond kpm's control. Every care is taken to avoid mistakes but kpm cannot accept liability from any loss arising from the late appearance or non-publication of any advertisement.
5. The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights or an infringement of the British Code of Advertising Practice. Country of origin (other than the United Kingdom) of goods advertised must be shown in advertisements if so required by statute of statutory or other regulations.
6. The Advertiser will indemnify kpm fully in respect of any claim made against kpm arising from the advertisement. kpm will consult the Advertiser as to the way in which such claims are to be handled.
7. Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds kpm only in respect of the next issue to go to press in the event of a rate increase, the Advertiser will have the option to cancel the order without surcharge or continue the order at the revised advertisement rates.
8. If an advertiser cancels the balance of the contract, except in the circumstances set out in clauses 4 or 7 above, he relinquishes any right to that series discount to which he was previously entitled, and advertisements will be paid for at the appropriate rate.
9. Series rates apply only if the order is completed within 12 months of the date of the first insertion.
10. Accounts are due for settlement within 30 days of the due date of invoice. In the event of any account becoming overdue, kpm reserves the right both to suspend insertions due under order or until such time as the sum owing is paid and to reduce any commission otherwise allowed to advertising agencies. Interest at 3.5% per month chargeable on overdue accounts. All gross display advertising rates are subject to the current Advertising Standards Board of Finance surcharge payable by the Advertisers. Where orders are placed by Advertising Agents the Agency will be responsible for collecting this surcharge and paying to the Advertising Standards Board of Finance. Where the Advertiser places advertising direct kpm will surcharge its gross rate by the current rate and pass this direct to the Advertising Standards Board of Finance.
11. Advertisement copy should be supplied by the Advertiser or his Agent in accordance with the mechanical data published on the rate card. Charges will be made to the Advertiser or the Agent where the printers are involved in extra production work owing to acts or defaults of the Advertiser or his Agent. Complaints regarding reproduction of advertisements must be received in writing within one calendar month of the cover date.

12. At least 8 weeks' notice prior to copy date is required to stop, cancel or suspend an insertion. After this date the Advertiser will pay the full rate for the insertion.
13. If copy instructions are not received by agreed copy date no guarantee can be given that proofs will be supplied, nor corrections made and **kpm** reserves the right to repeat the most appropriate copy.
14. Advertiser's property, artwork, etc are held at Owners' risk. Advertisers' artwork, film positives and/or negatives, photographs and transparencies will be returned on request by **kpm** via standard Royal Mail post and at the risk of the owner and should be insured by them against loss or damage from whatever cause. **kpm** reserves the right to destroy all artwork which has been in its custody for twelve months from the date of its last appearance.
15. For the purpose of these conditions, Advertiser shall refer to the Advertiser or his Agent whichever is the principal. 'Advertisement' includes loose or other insert where appropriate.
16. These Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England. This is supplied in the interests of fair trading and should be kept for reference.
17. Intellectual property produced by us will remain our property until an agreement is made to pay an additional sum for its purchase.
18. All images supplied by the client should have the relevant licensing in place so we can display the images on our website and in print. If a licence has not been attained and we incur costs these will be passed on to the client.
- 19. GDPR (General Data Protection Regulations) and The Data Protection Act 2018**
 - 19.1 **kpm** warrants that all Data Control, Processing, Housing, Retention and return or disposal will be in compliance with the General Data Protection Regulations and the Data Protection Act 2018 when this becomes Law 25th May 2018.
 - 19.2 By engaging with our services, (signing a contract subject to these terms and conditions) you are giving consent for us contact you by electronic means in the provision of our contracted services and to provide you with information relating to associated products or services that we believe will be of interest to you.
 - 18.2.1 Any special instructions regarding Personal Data Consent (e.g. extended retention, Right to Be Forgotten, Suppression etc.) will be required in writing.
20. The above must be read and accepted in conjunction with our Privacy Policy which forms part of our Terms and Conditions and covers our commitment to, and compliance with, GDPR and the Data Protection Act 2018.

kpm is an abbreviation of our trading name **kpm Media**
kpm Media Limited is our registered company name No: 8528831