

KD MEDIA PUBLISHING LIMITED

Advertising Terms and Conditions of Contract

Definitions

KD Media Publishing Ltd 'The Publisher' produces a range of trade and consumer printed magazines 'Titles'. An 'Order Confirmation' is a document sent to each customer confirming an agreed advertising contract. The 'Advertising Deadline', On-Sale (in the case of consumer publications) and Issue (in the case of trade publications) dates are publicised in each Title's media pack, available on each Title's web site.

Advertising Rates

Rates applicable to advertising published during the term of this Agreement shall be those in effect on the date of publication as set out in the then-current rate cards of The Publisher. Advertising will be billed at the rates applicable to the agreement(s) indicated on the front of the Order Confirmation. VAT will be added to all advertising rates for all customers whose invoice address is within the UK.

Copy

It is the customer's responsibility to design their advertisement at a quality suitable for The Publisher's use. If a design is not forthcoming, an additional charge may be incurred to cover design time. Where copy supplied is not clear and legible then an additional charge will be incurred. The Publisher accepts all advertisements subject to approval.

Proofs

Proofs of all advertisements may be submitted for customers' approval and The Publisher shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customers' alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left To the Publisher's judgement, changes therefrom made by the customer shall be charged extra.

Cancellations & Refunds Policy

Cancellations made by a customer – all cancellations from customers must be made in writing at least 14 days prior to the Advertising Deadline of each Title. Cancellations after this date will be invoiced at the full amount. Advertising bookings made within 14 days of the Advertising Deadline cannot be cancelled

Cancellations made by the Publisher – the Publisher is entitled to cancel any advertising contract prior to 14 days of the Advertising Deadline of each Title. All customers entitled to a cancellation as defined above will receive a full 100% refund within 14 days of written receipt of the cancellation request.

Payment

Payment for each advertisement shall be due 28 days after the On-Sale or Issue Date unless the customer has been granted and has received written confirmation of credit facilities. If payment is not made within 28 days of invoice date, then a 10% surcharge will be added. Any dishonoured or stopped cheques suffered by the Publisher shall incur a bank administration charge per attempt at clearance.

Claims

Advice of errors or dissatisfaction **must** be given in writing within 28 days of the On-Sale or Issue Date.

Liability

The Publisher shall not be liable for any loss to the customer arising from errors or delays in publication.

Customer's property

All materials supplied to the Publisher by the customer are held at the customer's risk unless otherwise agreed and the customer should insure accordingly.

Materials supplied by the customer

The Publisher may, at its absolute discretion, reject any advertising material supplied by the customer, which appears to be unsuitable. Additional cost incurred, if materials are found to be unsuitable during production, may be charged. Where materials are so supplied or specified, the Publisher will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

Insolvency

If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Publisher without prejudice to other remedies shall:

- (a) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not), such charge to be an immediate debt due to him, and
- (b) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

Illegal matter

The Publisher shall not be required to print any matter, which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. The Publisher shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Full colour printing

Whilst the Publisher will make every effort to obtain the best possible colour reproduction of customers work, because of the nature of the processes involved the Publisher shall not be required to guarantee an exact match in colour or texture between the customer's original material as supplied, and the printed article. A colour proof as supplied can be used to check approximate colour reproduction. It is the customer's own responsibility to ensure that the colour photographs(s) or transparencies(s) or digital image files submitted are suitable for the work in hand. The Publisher cannot accept responsibility for unsatisfactory results caused by unsuitable or inferior material as supplied.

Force majeure

The Publisher shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any liability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the Publisher elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

Law.

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.