

KST:MARKETING

KST Marketing Ltd, proud publishers of Love Local Mag

Postal address: 24 Newhouse Road, Glasgow G42 0EB

Registered Address: 21 Kirkhouse Road, Blanefield, G63 9BX

T: 07824 630305 **E:** info@kstmarketing.com

Love Local Magazines Advertising Terms & Conditions and Standard Conditions of Acceptance

These conditions apply to the placing of an advertisement with Love Local Mag and KST Marketing Limited whose company registration number is SC445376 ("Publisher") either printed or electronically.

An Advertiser means the party who books advertising space and/or any agent acting on his behalf. By placing an order, an Advertiser agrees to these conditions.

1. CONTENT

1.1 It is the responsibility of the Advertiser to ensure that any advertisement complies with applicable legislation, advertising regulations.

1.2 The Advertiser warrants and represents that the advertisement does not contravene any law, statute or regulations in the UK and is not in any way defamatory or illegal or an infringement of the rights of any third party. It is the responsibility of the Advertiser to ensure that publication of the advertisement does not breach any contract, copyright, trademark or any other right held by a third party.

1.3 The Advertiser will indemnify and keep the Publisher fully and effectively indemnified from and against any losses, costs and expenses howsoever incurred by the Publisher arising out of or in connection with the advertisement and/or any breach by the Advertiser of paragraph 1.2 of these terms and conditions. The Publisher will consult with the Advertiser as to the way in which any claim against the Publisher (in respect of which indemnity is sought by the Publisher from the Advertiser) is handled.

1.4 Advertisements will be published subject to approval by Publisher, which reserves the right not to publish if it believes a breach has been caused as set out previously or if it believes that any offence may be caused by publication of the advert.

1.5 Where an advert is designed by the Publisher, a proof will be emailed to the Advertiser for approval. The Publisher will not accept responsibility if the Advertiser does not advise the Publisher of any errors or omissions within the proof prior to the print deadline.

1.6 The copyright for any advert designed by the Publisher remains of the Publisher, and neither the advertisement nor the proof may be published in any other place or publication without the prior written permission of the Publisher.

1.7 Where copy is to be supplied by the Advertiser, it should be supplied without application or request from the Publisher.

1.8 Where an Advertiser books advertising space for multiple publications (magazines or editions), the client may supply different artwork each publication (magazine or edition) within the specified deadlines. Where no request is received by the Publisher to change artwork, the same advert as previously published will continue to be published.

1.9 Where an advertisement is placed by an advertising agency, that agency must have full authority from the Advertiser for all aspects relating to the booking of an advertisement.

1.10 The Publisher will accept advertisements on the condition that the Publisher retains the right to publish the advertisement online as well as in print.

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1.11 No part of any Publisher publication may be reproduced, copied or transmitted without the prior written permission of the Publisher.

2. PAYMENTS

2.1 All advertisements must be **paid for at the time of booking**, and at least by the booking deadline unless credit terms have been agreed by the Publisher or a direct debit payment plan has been agreed. Where payment is not made within these terms the advertisement booked may be cancelled.

2.2 When an Advertiser books an advert for multiple editions at a discount price, the reduced rate only applies if the series of advertisements is completed within 12 months of the date of the first insertion. Failure to comply will require all advertisements forming part of the series to be charged at the appropriate rates set out in the rate card at time of booking.

2.3 Where the Publisher is requested to amend artwork a charge may be made for each amended advert. Any proposed charge will be advised to the Advertiser prior to any work commencing in order to gain the Advertiser's approval for such charges.

2.4 The Publisher reserves the right to amend its pricing at any time. However this will not affect any prices previously agreed in writing with the Advertiser.

3. CANCELLATIONS

3.1 The booking and copy deadlines for each edition are published in advance, issued on initial booking and available on request at any time. A booking may be cancelled up until the booking deadline, at which point payment for the advertisement will become due. All applicable artwork, photos or copy must be received by the copy deadline.

3.2 Should the applicable artwork, photos or copy not be received by the copy deadline, then the Publisher may publish design artwork from a previous Advertisement for the Advertiser or the booked space may be forfeited by the Advertiser for alternative use or sale by the Publisher without refund. Where credit terms apply, the costs will remain payable to cover the Publisher's costs and potential losses.

3.3 Where the Publisher has agreed to design artwork for the Advertiser, wording and digital photographs must be provided by in good time to enable the Publisher to provide final advertisement copy to the Advertiser in order to meet the copy deadline.

3.4 Should the applicable wording and digital photographs not be received in good time by the Publisher, then the booked space will be forfeited by the Advertiser for alternative use or sale by the Publisher without refund of costs paid. Where credit terms apply, the costs will remain payable to cover Publisher's costs and potential losses.

3.5 If an Advertiser cancels a contract for a series of advertisements before the conclusion of that series, then the Publisher reserves the right to surcharge the advertisements that have been published in the series to the full single edition cost of the advertisements, where the series of advertisements attracted a discount.

4 ERRORS

4.1 The Publisher will not be liable for any error, misprint or non-appearance of an advertisement, unless caused by the negligence of the Publisher. It is the responsibility of the Advertiser to check the accuracy of an advertisement. Where an error is caused by the Publisher, this will be remedied by a re-insertion of the advertisement in the following issue or a proportionate refund.

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5. LIABILITIES

5.1 The Publisher makes every effort to ensure the accuracy of its content. However, the Publisher accepts no responsibility or liability for any errors, omissions, the accuracy of statements made within the publication or any loss arising from the publication or non-publication of an advertisement.

5.2 The Publisher does not endorse any product, service, business or event included in its publications.

5.3 In no event shall the liability of the Publisher for any breach of contract exceed the price paid by the advertiser for the advertisement.

5.4 In no event shall the Publisher have contractual liability for any consequential or indirect loss or damage suffered by the Advertiser, including (without limitation) loss of profit or damage to reputation or goodwill.

6. GENERAL

6.1 Unless agreed at the time of booking (in which case an additional fee may apply), the Publisher does not guarantee the specific positioning of an advertisement within an issue. For a booking of multiple editions, the positioning of an advertisement may change each edition.

6.2 Any physical submissions to the Publisher such as copy, photos or other documents or materials will be held for six months. After this time, if no arrangement has been made for collection such items may be disposed of.

6.3 The Publisher shall not be liable should it be prevented from publishing by law or by any event beyond the reasonable control of the Publisher. Should this arise, the Advertiser may either accept a later publication, or it may cancel the order in writing and only pay for work done and materials used.

6.4 Advertisers will be liable for any costs, losses or any other damages incurred as a result of any legal claims or actions arising due to the breach of any of these conditions by the Advertiser, or by the publication of an advertisement, unless caused by the negligence of the Publisher.

6.5 The Publisher may cancel an order any time if the Advertiser is in breach of any of these conditions, or if the Publisher believes that the Advertiser is unable to settle its liability to the Publisher as it falls due.

6.6 The Publisher will hold Advertiser's details as long as it is reasonably necessary to do so, and will not pass details onto a third party without the Advertiser's consent, unless failure to do so would cause the Publisher to be unlawful.

6.7 The Publisher reserves the right to amend the distribution and the distribution outlets for the magazine, and the dates on which an issue is published without prior notice and without giving reason.

6.8 By placing an order to advertise with the Publisher whether orally, verbally (including written) or electronically, an Advertiser agrees fully to these terms and conditions.

6.9 These terms and conditions and all other express terms of the contract shall be governed and construed in accordance with Scottish law and the Advertiser submits to the exclusive jurisdiction of the Scottish courts in connection with all disputes, claims or actions arising out of or in connection therewith.

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