## Kingswood **Media**

## **Standard Terms and Conditions Of Acceptance of Advertisements**

- 1. These conditions shall apply to all advertisements, inserts and sponsored articles accepted for entry into our magazines both Printed and Online and our Magazine websites published by Kingswood Media Limited which include *Technology Reseller*, *PRINT.IT Reseller*, *Business info* and *Managed.IT* publications.
- **2.** All advertisements are accepted subject to Kingswood Media's approval of the copy and to the space being available.
- 3. We (Kingswood Media) reserve 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.** The Advertiser warrants that the advertisement is not illegal, defamatory, 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 to the extent necessary to comply with applicable legal and/or regulatory requirements.
- **5.** The Advertiser will indemnify Kingswood Media fully in respect of any claim made against Kingswood Media arising from the advertisement.
- **6.** If the Advertiser cancels the balance of an agreed programme of advertisements the Advertiser relinquishes any right to a pre-agreed series discount to which it was previously entitled and advertisements forming part of such programme (both those published and those not yet published) will be paid for at the appropriate rate set out in the rate card from time to time.
- 7. Negotiated discounted rates in respect of a series of advertisements apply only if the order 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 from time to time.
- 8. Accounts are due for settlement within 30 days of the due date of invoice. In the event of any account becoming overdue, Kingswood Media reserves the right both to suspend insertions due under order or until such time as the sum owing is paid. Interest is chargeable on overdue accounts at the maximum rate permitted by applicable law. All gross display advertising rates are subject to the current Advertising Standards Board of Finance surcharge payable by the Advertisers. Where the Advertiser places advertising directly, Kingswood Media will invoice the relevant surcharge and distribute this to the Board without deduction.
- **9.** 10 weeks written notice prior to copy date is required to stop, cancel or suspend an insertion. After this date the Advertiser will be liable to pay the full rate for the insertion.
- 10. If copy instructions are not received by agreed copy date no guarantee can be given that proofs will be supplied, nor corrections made, and Kingswood Media reserves the right to repeat the most appropriate copy.
- 11. For the purpose of these conditions, Advertiser shall refer to the Advertiser or its Agent whichever is the principal. 'Advertisement' includes loose or other inserts where appropriate.
- **12.** These Conditions shall be governed and construed in accordance with the laws of England and Wales. Any dispute concerning these Conditions (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the English courts.











