

Kent Profile Contract / Terms And Conditions for Advertising

- 1) In these terms and conditions “the Advertiser” means the party who books the space and/or any agent acting on his behalf and “the Publisher” means Kent Profile Ltd.
- 2) These terms and conditions shall apply to all advertisements accepted for publication by the Publisher except in so far as shall otherwise specifically be agreed in writing by the Publisher, notwithstanding that the Advertiser may choose to provide a confirmation, purchase order or any other document containing other terms and conditions and the Advertiser shall not be entitled to rely on any representatives or warranty, express or implied, not contained herein.
- 3) All advertisements are accepted subject to the Publisher’s approval of the copy and to the space being available. Every effort will be made to place an advertisement in the section apparently most relevant to the Advertiser, but the Publisher reserves the right to make the final decision as to the position of the advertisement.
- 4) Any free listing facility is offered ex gratia and whilst the Publisher will consider the wishes of the Advertiser, the Publisher reserves the final decision whether to include the same and as to its format and wording and shall not be required to obtain the approval thereto of the Advertiser.
- 5) The Advertiser warrants that the advertisement does not contravene any statute regulations made there under nor is it in any way defamatory or illegal or an infringement of any other party’s rights, or an infringement of the British Code of Advertising Practice.
- 6) The Advertiser will indemnify and keep indemnified the Publisher in full against any loss, costs and expenses howsoever incurred by the Publisher arising out of the advertisement or in respect of any breach by the Advertiser 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 is handled.
- 7) The Publisher reserves the right to omit an advertisement at any time in its absolute discretion: such an omission shall be notified to the Advertiser as soon as possible. The Publisher shall repay any sums paid to the Publisher in respect of the omitted advertisement but shall not be liable for damages of any kind.
- 8) All reasonable care will be taken to avoid mistakes but the Publisher cannot accept liability for errors due to the acts of default of third parties or sub-contractors or inaccurate copy instructions or other acts or defaults beyond its reasonable control. The Publisher shall not be liable for any errors in the advertisement unless proof is returned in ample time for corrections to be made before the publication goes to press.
- 9) The Publisher shall have no responsibility if the advertisement is not published on the agreed date as a result of a strike, lock-out, fire, storm, flood, riot, explosion, breakdown of machinery or other event over which the Publisher has no control.
- 10) The Publisher does not warrant any particular publication date.
- 11) Advertisements are accepted on condition that the price binds the publisher only in respect of the next issue going to press.
- 12) Invoices are strictly net payable by the Advertiser without set off or deduction on the following terms:- The full invoice value is payable within 7 days of the date the advertisement is booked. full balance is due immediately on receipt of Invoice or voucher copy of the publication. Interest will be charged on a daily basis on overdue accounts at the rate of 2% per month on the outstanding balance.

13) All insertions shall be submitted by the Advertiser by the closing date in an acceptable electronic and/or mechanical form unless the Publisher receives the advertising in an acceptable electronic and/or mechanical form as from the Advertiser, or if the Publisher is required to perform additional production work as a result of the Advertiser's failure to conform to the Publisher's requirements, the Publisher reserves the right to make additional charges to the Advertiser for the cost of such production work.

14) If the Advertiser cancels, the following cancellation charges will apply:-

Number of days to copy date: Percentage of full charge to be paid by the Advertiser:

Less than 10 days 100% 10 days or more 33.1/3%

Cancellations shall only be effective upon receipt of written notice to the Publisher. Notice to any other office, or to any other advertising agent of the Publisher's is not sufficient.

15) The Advertiser must supply copy to the Publisher by the copy date. If the copy instructions are not received by the copy date, the Publisher may treat the Advertiser as having cancelled. If the Publisher elects to place the advertisement no guarantee can be given that proof will be supplied or corrections made.

16) Advertiser's property, artwork, etc. are held at the Advertiser's risk and should be insured by them against loss or damage from whatever cause. The Publisher reserves the right to destroy all artwork which has been in its possession for 12 months. Additionally, the Publisher reserves the right to retain all artwork until the Advertiser's account has been settled in full.

17) In no event shall the liability of the Publisher for any breach of contract or in tort exceed the price paid by the Advertiser for the advertisement.

18) In no event shall the Publisher have any liability, either in contract or in tort, for any consequential loss or damage including loss or profit.

19) In the event the Advertiser fails to pay any sums hereunder and as a consequence thereof a legal action is commenced, the Advertiser agrees to pay, as additional or liquidated damages for legal fees incurred by the Publisher a sum equal to fifteen percent (15%) of the outstanding amount due under this agreement plus costs provided by any applicable statute.

20) This agreement shall be deemed to have been entered into in England at the Publisher's place of business and shall not be construed to confer jurisdiction over the Publisher in any jurisdiction other than in England.

For Advertisers located in the United States of America, the Advertiser consents to submission of the dispute to the courts of the state of New York, as well as to the jurisdiction of the courts of England to which jurisdiction the Advertiser hereto agrees to submit. The Advertiser further consents to service to process in any such action to be made by certified mail, return receipt requested, to the address of the Advertiser to set forth above and said Advertiser agrees that such service shall be sufficient to confer full in personam jurisdiction.