

## **KMI Publishing and Events Terms and Conditions**

The advertiser warrants to KMI Publishing and Events Ltd (KMI) that he owns all IP rights in the materials provided, and further guarantees to indemnify KMI against any claim brought against it by a third party as a result of publishing those materials.

If you plan to use another company's logo, you must have permission to do so in writing from that company.

KMI and the advertiser agree that the KMI booking form will comprise the entire advertising contract between both parties, and that no warranties representations or other conditions will be enforceable against KMI unless they appear in writing on the contract. No KMI staff has the authority to amend, alter or add any terms or conditions to a contract unless they are a director. A list of directors is available upon request.

The advertiser agrees to provide all the necessary artwork in the format requested to KMI on or before the materials deadline provided. In the event that the advertiser fails to provide the correct materials in the correct form as specified on the KMI artwork sheet, KMI reserve the right to place editorial or an alternative advertisement in the space reserved by the advertiser. The advertiser will still be liable to pay all contracted charges for the original advertisement upon publication of the issue that they were originally scheduled to appear in.

All advertisements making reference to KMI survey, rankings, awards or other contests must make reference to the source of the data and use a disclaimer stating the source of the information. Advertisers must obtain KMI's prior approval before using KMI-sourced data in an advertisement.

KMI reserves the right to refuse to place an advertisement or insert in the magazine at their absolute discretion, without prior notice. In the event that KMI refuse to place a booked advertisement, KMI shall not be liable for any damages or costs whatsoever, but will be liable to return all materials provided to it for the purposes of that advertisement.

In the event that KMI place an advertisement in the wrong position, misprint or incorrectly place or insert an advertisement, the maximum liability for KMI will be to place a free correct advertisement in the next available issue of the magazine. Upon publication of the corrected advertisement, the original bill for the advertisement will become payable in full.

All invoices are payable upon receipt. Any invoices that remain outstanding 30 days after presentation will be subject to interest at 2% per month compounded. If a debt is not paid before the due date, necessitating follow up by KMI staff a charge of \$8.00 per additional telephone call and email follow up \$50.00 per letter.

In the event that an advertiser fails to pay a bill on time, KMI will pass the bill onto a debt collection agency. The advertiser will be liable for a administration charge of 20% of the outstanding balance. In the event that KMI have to resort to legal action, the Advertiser agrees to pay all and every related cost incurred in following this source of action, including but not limited to: Legal fees, disbursements, KMI

Staff costs, telephone bills, court costs and all and every associated cost.