

Kinross Newsletter Advertising Terms & Conditions

March 2019

“We” and “us” refers to Kinross Newsletter Limited, publishers of the Kinross Community Council Newsletter. “You” refers to the advertiser.

Contact details for the Advertising Manager can be found at our website www.kinrossnewsletter.org or on page 1 of a current issue of the Kinross Community Council Newsletter.

1. We reserve the right to refuse an advert if it does not comply with our Advertising Policy. (See end of Terms & Conditions for a copy of the Advertising Policy.)
2. You must provide us with full contact details, i.e. postal address, email address, telephone number and, if possible, also a mobile telephone number.
3. You must inform the Newsletter Advertising Manager in writing (by email or letter) of any changes to your contact details. Notice of any changes must be given immediately or as soon as practicable, but certainly within four weeks of the change.
4. If the registered location of your business changes, you must inform the Newsletter Advertising Manager in writing (by email or letter).
5. All invoices must be paid within the 30-day stated period. Kinross Newsletter Limited may introduce a surcharge for late payments.
6. If you are advertising for a period of six calendar months or more, you will be contacted by the Advertising Manager twice per year regarding continuation of your advert. If you do not reply to these communications we will assume that you wish to continue advertising and you will be invoiced accordingly.
7. If you wish to cancel your advert with the Newsletter then you must do so in writing, either by email or letter to the Advertising Manager. You must give us 30 days' notice of cancellation.
8. We reserve the right to withdraw an advert if:
 - a. there is a failure to pay invoices within the required period;
 - b. your business address changes following original acceptance of the advert and it no longer complies with our geographical area;
 - c. inappropriate language is used in communication with Newsletter staff.
9. We expect businesses advertising in the Newsletter to provide high standards of customer service, e.g. we expect trades to provide quotations or estimates to prospective clients on headed paper with full contact details, including postal address. If we are contacted by a Newsletter reader who has obtained services from you and you have not provided full contact details to that customer, we reserve the right to remove your advert from the Newsletter.
10. Advertisers are reminded that designs created by the Newsletter are for sole use therein and not for general replication or other business use. Designs are created in-house by the Newsletter team and at a discounted rate in good faith and are not for general commercial use. If external replication is required, advertisers can request this upon payment of a further fee to be discussed with the Advertising Manager. Advertisers are reminded that the Newsletter is a small enterprise run by a not-for-profit-organisation. The Newsletter reserves the right to copyright any designs created for sole use within the publication and related media (e.g. Kinross CC website, Newsletter Facebook page) but generally operates on the basis of goodwill. Any disputes should be referred to the Newsletter Editor.

This statement is made without prejudice to any legal dispute or proceedings which may arise.
11. Notwithstanding the foregoing provisions, insertion of an advert in the Newsletter is not an endorsement or recommendation of service or goods provided by the business or organisation. Furthermore, the Newsletter accepts no responsibility or liability for any loss, damage or distress caused either directly or indirectly by engagement of any business or organisation advertised therein.
12. Ultimately, all decisions relating to the insertion and removal of adverts in the Newsletter are at the discretion of the Advertising Manager and the Editor.
13. Ultimately, and in the event of any dispute over adverts, all decisions relating to advertising in the Newsletter are made at the discretion of the Advertising Manager and the Editor.
14. The Newsletter reserves the right to amend these terms and conditions upon giving 2 months' notice to those advertisers who have placed adverts at the time of any change.
15. These terms and conditions and any contract formed therefrom is governed exclusively by Scots law.

Newsletter Advertising Policy: The Newsletter has a policy of restricting commercial advertising to businesses located in the Kinross-shire area. This is to support local businesses and to ensure that adverts are relevant to our readers. Our geographic area is electoral ward 8 of Perth & Kinross Council (the county of Kinross-shire and Glenfarg) plus a few settlements outside this boundary. Settlements outwith Kinross-shire that we do allow advertising from are: Abernethy, Strathmiglo, Ballingry, Lochore, Kelty and Dollar.

The Newsletter does contain some adverts from outwith this area. Some of these are very longstanding adverts that have been in the Newsletter since before the geographic area policy was introduced.

The Newsletter will consider adverts from businesses outwith the geographic area if they provide goods or services not currently advertised in the Newsletter by a local business.