

## TERMS & CONDITIONS

# Professional Publishers Association Ltd (“PPA”) - Membership Terms & Conditions

### 1. Eligibility and Membership

1.1. Applicants for membership of PPA (“Membership”) must own, create or publish a magazine, newsletter, blog, market analysis or digital or data information service in any format whether print or digital (“Publication”) which is published in the United Kingdom at least twice per year. Applicants must have been publishing a Publication for six months or two issues, whichever is the sooner.

1.2. Applications must be endorsed by two trading references. This information may be taken into account as part of the application process.

1.3. Applicants must agree to abide by the PPA Code of Publishing Practice (see below).

1.4. Subject to the requirements in section 1.1 - 1.3 of this section having been met, Membership is effective following receipt by the PPA of the full Membership subscription fee (“Subscription”) and acceptance of the application by the PPA Board.

1.5. Membership runs from 1 January to 31 December and those joining part-way through the year will have their Subscription prorated.

1.6. PPA reserves the right to reject a Membership application for any reason it deems appropriate. The applicant will be notified of such a decision in writing.

1.7. Membership is open to businesses that own or publish a Publication. Membership is not open to individuals (other than sole traders).

1.8. Applicants must ensure that all information provided is, to the best of their knowledge, complete and accurate at the date of application. Where false or misleading information is provided, the PPA reserves the right to terminate membership without refund.

### 2. Membership obligations

A Member by agreeing to become and remaining a Member agrees:

2.1. To be bound by the PPA’s Articles of Association, available from the PPA on request.

2.2. To, when requested, complete an annual ‘self-assessment’ of their turnover relating to all their Publications and supply this information to the PPA by 30 November each year for calculating the following year’s Subscription. If a Member does not supply the required information by 31 December in any given year, the PPA may decide the amount of the Subscription payable in the following year by that Member based on relevant factors including (without limitation) the previous year’s Subscription and the Retail Price Index.

2.3. To pay the Subscription within 30 days of invoice.

2.4. That the Member’s Authorised Representative or his alternate is authorised to represent that Member in relation to PPA affairs and to speak and vote for that Member at General Meetings of Members. The Member may change these nominations at any time in writing.

### **3. Termination**

3.1. Membership of PPA is ongoing unless a Member gives written notice of resignation to the PPA no later than 30 September to terminate Membership for the following calendar year.

3.2. A Member's Membership will be terminated if:

3.2.1. a Member fails to pay its Subscription or other sums due to the PPA;

3.2.2. a Member becomes bankrupt or goes into liquidation; or

3.2.3. a Member ceases to be a Publisher.

### **4. PPA Logo**

4.1. The PPA grants Members a revocable royalty free non-exclusive licence during the term of the respective Member's Membership to use the PPA name and logo solely to identify within its Publications (specifically including websites) and on its stationery the fact that they are a Member. The PPA will from time to time define the parameters of use of the PPA name and logo under the licence and Members agree to abide by such requirements.

4.2. Where a Member ceases to be a Member, it must remove all references to PPA's name and logo from its Publications, websites and stationary within one month. After this date, use of the logo will become an infringement of PPA's Intellectual Property Rights.

### **5. PPA Code of Publishing Practice**

5.1. Members agree to adhere to the highest standards of publishing practice including current membership of ABC or BPA where appropriate, or otherwise be able to support their circulation figures. All eligible Publications published by a Member will be included in its Membership.

5.2. Members are encouraged to display the PPA logo in their Publications, on their websites and on promotional literature.

5.3. Members agree to acknowledge the PPA Agency Recognition Scheme in their dealing with advertising agencies. The purpose of the Agency Recognition Scheme is to, *inter alia*, evaluate the creditworthiness and financial resources of advertising agencies and ensure advertising agencies' compliance with member publishers' payment terms.

5.4. Members agree to participate in self-regulatory arrangements including, where relevant:

5.4.1. complying with the Committee of Advertising Practice's (CAP) *Code of Advertising, Sales Promotion and Direct Marketing*, abiding by Advertising Standards Authority (ASA) adjudications and contributing to CAP/ASA funding through the Advertising Standards Board of Finance;

5.4.2. complying with the *Editors' Code of Practice*, abiding by Independent Press Standards (IPSO) adjudications and contributing to IPSO funding through the Regulatory Funding Company;

5.5. Members agree to take account of PPA guidelines published on the PPA website from time to time.

### **6. Data Protection and Privacy**

6.1. The PPA needs a certain amount of information about Members in order to be able to carry out its duties to promote and protect those Members, and the magazine and business media industry as a whole.



6.2. By applying for and having their Membership application accepted, Members confirm that their:

6.2.1. company name, main telephone number and website may be listed on the PPA website;

6.2.2. full company details may be circulated to other Members and to PPA associate members; and

6.2.3. main contacts consent to receiving PPA's regular communications, marketing material on PPA events and services that may be of interest and other purposes related to their Membership (permission may be withdrawn at any time).

6.3. PPA will use all reasonable endeavours to ensure the safety and security of member data.

## **7. Confidentiality**

7.1. Members undertake to: treat all documents and other communications issued to Members from PPA and all discussions that take place in committee and at all other meetings as STRICTLY PRIVATE AND CONFIDENTIAL; use all reasonable endeavours to ensure that Members' employees, freelancers and other third parties working under their direction treat information from the PPA in the same manner; and agree that no disclosure will be made to any person outside the membership of PPA or be published in any journal without the permission.