

Kidsgrove Town Council

Advertising Policy

1. General approach

a. Kidsgrove Town Council (“the Council”) is looking to maximise revenue from advertising and, wherever possible, will therefore permit advertising via its assets and publications.

2. Prohibited products, services and advertisers

a. The basic approach taken by the Council is to maximise the number of advertisements and advertisers which are permitted and encouraged to advertise and minimise the number that are prevented from doing so by any policy controls or restrictions.

b. Although there are some specific categories of products and services which may not be promoted, as defined below, most products and services may be promoted.

c. Private sector organisations deemed to be in ‘competition’, or have a conflict of interest with services provided by the Council, its partners, its approved suppliers or other public sector organisations will be reviewed by the appropriate Council department. Decisions on this will be at the Council’s sole discretion.

d. Political organisations may not advertise.

e. The Council reserves the right to refuse advertisements from legal or quasi legal organisations who limit their services to a specific area of law (for example claims relating to personal injury).

f. The Council reserves the right to refuse advertisements from organisations that offer credit, including loan, payday loan, credit card organisations or consumer hire. Credit advertisements must comply with all legal and regulatory requirements in force at the time of publication, including the Consumer Credit (Advertisements) Regulations 2010 where applicable.

g. Gambling organisations are not considered appropriate. Advertising from those organisations which could be considered as local tourism attractions may be permitted.

h. Organisations simply offering entry into a competition following completion of a form containing any personal information or similar are not considered appropriate.

i. Advertisements where benefit is precluded from UK citizens are not permitted.

j. The Council will not run advertising that could be considered socially or politically contentious or which conflicts with the policies, values or statutory obligations (e.g. equalities legislation) of the Council. Decisions on this will be at the Council’s sole discretion.

3. The specific categories of organisations, products or services which may not advertise or be advertised are as follows:

a. Types of organisations:

i. Political organisations or those that appear to be designed to affect public support for any political party

ii. Manufacturers of tobacco products

iii. Manufacturers of alcohol products

iv. Advertising from any organisation associated with ‘adult industries’

v. Religious

vi. Educational establishments (includes academies, colleges, early years providers, free schools, independent schools, LA maintained schools and special schools)

vii. Organisations in a financial or legal conflict with the Council will not be permitted.

b. Types of products and services:

i. Tobacco

ii. Alcohol

iii. Gambling

iv. Weaponry

v. Illegal

vi. Pornography

vii. Adult content

viii. Advertising which has an overtly sexual 'tone'

ix. Religious

x. Advertising which relates to any political or lobbying campaign, petition or similar will not be permitted.

c. Organisations providing care and support services are required to provide proof of CQC registration (if providing residential, nursing or domiciliary care) or be a member of Staffordshire Trading Standards "Buy with Confidence" scheme.

4. Style and content of advertising

a. The Council wishes to take an equally open approach to styles of advertising.

b. Advertisers must however recognise that public sector organisations cannot permit advertising which is sexual in nature, which features partial or complete nudity or which appears to promote or give undue publicity to illegal or even just inappropriate behaviour or lifestyles.

c. Humour in advertising is also to be approached with caution since much humour can often mock specific groups of citizens or poke fun at particular types of behaviour or situations.

d. The Council does not wish to take an unnecessarily strict approach and will allow 'innocent humour', providing there is no innuendo or subtext which might cause offence.

e. Advertising which is critical of Kidsgrove Town Council, its services/policies, its Members/officers or its partners will not be permitted.

f. The Council's logo shall not be incorporated into any advertisement without consent in writing from the Council.

g. It is the responsibility of the advertiser to check the correctness of their advertisement (and of each insertion of the advert if more than one).

h. The Council will endeavour to meet the advertiser's requirement for preferred positioning but retains the final decision on such positioning.

i. The Council may give advertorial or advertisements deemed to look like advertorial, a border or an 'advertorial' header to make readers aware that the text is not part of the Council's editorial.

j. The Council reserves the right to install, move and remove banners which are placed on property owned by Kidsgrove Town Council.

m. The advertisement banner is the property of the advertiser. At the end of contract, the advertiser will be asked whether they wish to keep the banner. Collection of the advertisement banner from the Kidsgrove Town Council Office is the responsibility of the advertiser. Banners not collected within 14 days of end of contract will be disposed of.

5. Approval and booking process

a. All organisations will be suitably vetted prior to a decision being made in relation to the placement of an advertisement. Such vetting can be evidenced by membership of the Council's approved contractor regime, the Buy with Confidence scheme, a similar accredited scheme run by another authority, an approved venue licence holder, or membership of a relevant trade association which applies similar vetting procedures to its members.

b. Previously vetted organisations that have not advertised with the Council for more than 24 months will be required to be re-vetted in accordance with Clause 5.a.

c. Following approval, the Council will issue an Advertising Agreement. An invoice for the price of the booking will be issued for the advertisement and the advertiser shall pay the price for the booking within 14 days of receipt of the Council's invoice, and no later than 30 days. The advertiser may cancel or amend the booking and may be entitled to full or part refund, details of which can be found in the Advertising Agreement.

d. If the Council has incurred any design costs on the advertiser's behalf it shall invoice the advertiser for that amount.

e. Acceptance of any advertisement does not imply endorsement of any particular products or offers or that the Council is responsible for their quality and reliability, and the Council accepts no liability for any loss or damage arising out of or in connection to any advertisement appearing in its publications or on its property.

f. However, the Council reserves the right to refuse any individual advertisement not deemed appropriate without explanation and can remove any advertisement immediately, if necessary.