

## ANNUAL IPSO STATEMENT FOR ADVERTISER MEDIA GROUP - JANUARY 1 TO DECEMBER 31, 2016

Advertiser Media Group every Thursday publishes a two-edition paid-for weekly newspaper. The edition titles are Newark Advertiser and Southwell Advertiser.

The independent, family-owned newspaper has served the town of Newark and surrounding areas since 1854 and has a circulation of 11,000. The online audience is 84,000 unique users per month.

An associated website is updated daily and a free weekly newspaper, the Newark Trader, is published on Tuesdays and distributed to 16,000 homes.

The company chairman is Joanna Parlby, the managing director is Steve Wilson and the editor is Chris Prime.

The responsible person is Chris Prime [c.prime@newarkadvertiser.co.uk](mailto:c.prime@newarkadvertiser.co.uk)

### EDITORIAL STANDARDS

The Advertiser strives for high editorial standards, with particular emphasis on balance and accuracy.

All members of the editorial department are issued with copies of the Editors' Code of Practice and are expected to adhere to it. New copies are issued as and when the code is updated.

Copies of every updated version of the code are distributed to all editorial staff who are asked to take particular note of any changes.

Members of the editorial team are instructed to ensure they stick to both the letter and spirit of the code.

The Advertiser is a member of the News Media Association and consults with its media lawyers, should advice be required prior to publication of a story. Advice has been offered, and followed, on a number of occasions. Stories are not published if we are not confident they are legally sound.

Advice may be sought from IPSO in the event of a complaint not being resolved or if the newspaper was the subject of a complaint to IPSO. That situation did not arise in 2016.

Any pre-publication guidance received from IPSO would be carefully considered as part of discussions on whether to publish an article.

Copies of the 23<sup>rd</sup> edition of Mcnae's Essential Law For Journalists are available to all members of the editorial department.

As previously stated, the Advertiser strives for balance and accuracy in its reporting and a right to reply is always offered.

Independent verification of stories is sought when necessary. For example, when the Advertiser received a tip-off that a local council had spent £50,000 on a consultant for work on its new offices, reporters verified the tip with a second trusted source, which confirmed the information, before approaching the council for comment on the story.

## COMPLAINTS-HANDLING

Editorial complaints are received by phone call, email, post, or in person. Company policy is to deal with them as promptly and professionally as possible.

Members of the editorial department are issued with, and follow, complaints procedure guidelines, a copy of which is attached.

When editorial staff receive complaints they are reported to the news editor and/or editor.

The initial response is usually from the news editor who discusses the nature of the complaint with the editor before a course of action is agreed. The editor speaks to complainants when a matter cannot be resolved in the first instance or to confirm an agreed course of action such as publishing a correction, clarification or letter to the editor.

The editor retains correspondence relating to more serious complaints.

The Advertiser seeks to reach agreement with complainants through dialogue.

The editorial complaints policy is published on page 10 of every edition:

“Advertiser Media Group is independent of any other organisation, commercial or political. Our policy is to provide readers with news and information that is fair, accurate and balanced. We subscribe to the Independent Press Standards Organisation and the Editors’ Code of Practice. If you have a complaint regarding editorial content contact the newsdesk on 01636 681234, via email to [news@newarkadvertiser.co.uk](mailto:news@newarkadvertiser.co.uk) or by post to The Editor, Advertiser Media Group, Units 9 & 10, Halifax Court, Fernwood Business Park, Balderton, NG24 3JP. IPSO can be contacted on 0300 123 2230 or via its website, [www.ipso.co.uk](http://www.ipso.co.uk)”

Complaints regarding stories published online are acted on immediately where it is appropriate to do so, such as correcting factual errors. A copy of the original story in question is taken before changes are made. If a complaint requires further investigation there is the option, in consultation with the digital editor, of removing it from publication pending completion of that process. A copy of the terms and conditions that relate to online material is attached. A reminder issued to members of the editorial department regarding online comments and complaints is also attached.

## TRAINING

Junior reporters at the Advertiser work towards the NCTJ Level 5 National Qualification in Journalism (NQJ) and are registered to do so. The editor works with them towards completion of their logbooks. The Advertiser pays for refresher courses prior to final examinations. There were no reporters registered on the training scheme in 2016.

## RECORD ON COMPLIANCE

There were no complaints against the Advertiser that were ruled on by IPSO’s complaints committee in 2016. There were no complaints regarding breaches of the Editors’ Code of Practice that raised significant concerns over the same period.

## APPENDIX

A copy of the editorial complaints procedure is attached, along with a copy of the terms and conditions relating to online material and a reminder of procedure regarding online comments and complaints sent to editorial department members at the start of 2017.

## EDITORIAL COMPLAINTS PROCEDURE

While all editorial staff strive to avoid mistakes, occasional errors will be made that can lead to complaints.

In the event of a complaint being received, whether by phone, email or in person, it should be dealt with promptly and professionally.

A record of all correspondence should be retained, along with notes from conversations with complainants and their contact details.

The news editor and/or editor should be informed of the details of the complaint. The initial response will usually be from the news editor who, in consultation with the editor, will decide on what course of action to take.

The Advertiser seeks to resolve matters through dialogue with the complainant so that agreement can be reached via, where appropriate, publication of a correction, clarification or letter to the editor at the first available opportunity.

If a complaint regarding an online story is received it should be acted on immediately by correcting any factual error. If a complaint requires further investigation there is the option, in consultation with the digital editor, of removing the story in question from publication pending completion of that process.

The editor will contact complainants if a resolution is not reached, or to confirm an agreed course of action.

The editor will, when necessary, seek advice from the News Media Association legal department or the Independent Press Standards Organisation.

## MEMO – ONLINE COMMENTS AND COMPLAINTS

*As it's the start of the year I thought I'd send through the link to our comments and complaints procedure.*

*We make it very clear that we are not legally responsible for website comments but we must make sure that, when we receive a complaint, we take action.*

*Our legal defence rests on us taking action when a comment is drawn to our attention. We cannot reasonably be expected to monitor all comments all of the time, but we do have a responsibility if we're told. It's also reasonable that you wouldn't respond to a complaint filed by email at, say, 2am, until the next morning.*

*Sam Parker*

*Digital Editor*

*<http://newarkadvertiser.co.uk/ourservices/terms.asp>*

## ONLINE TERMS AND CONDITIONS

### Terms & Conditions

These terms apply to all users of this website. If you do not accept these terms then you should immediately stop using this website. Your use of the website confirms your acceptance of these terms. We cannot guarantee that you will always be able to access the website; we will not be liable to you for any interruption or delay that you experience in accessing the website, whatever the cause.

### Editorial Policy

We encourage users to share, debate, and discuss points of views on our website and Facebook pages.

Everyone has the right to express themselves but should also respect other users. The Advertiser is impartial and as such will always endeavour to avoid colouring a debate by censoring or altering its content where possible.

While we accept no legal responsibility for individual's comments, there are occasions when the Advertiser may be obliged to intervene. Where this is the case, the following guidelines will be applied.

#### **You must not make or encourage comments that are:**

- defamatory, false or misleading;
- insulting, threatening or abusive;
- obscene or of a sexual nature;
- offensive, racist, sexist, homophobic, discriminatory or otherwise objectionable;
- promoting illegal activity; or
- intended to deceive.
- in contempt of court, i.e. would prejudice a police investigation or court case.

#### **These rules do not cover all eventualities and are intended as a guideline and portray the spirit of policy only.**

Reader comments that violate the letter or spirit of these rules or our Terms may be removed. If we do remove something, we will generally remove posts, or where necessary, whole threads (not parts). This means that even if only one sentence is objectionable, the whole comment will usually be removed.

We hope that you will understand that, once properly notified of a complaint, we may have to remove a contribution for legal reasons (whatever the rights and wrongs).

We are unable to enter into dialogue about individual cases.

To report an inappropriate comment on the website email [feedback@newarkadvertiser.co.uk](mailto:feedback@newarkadvertiser.co.uk)

### Complaints

If you have a complaint about a story, please email [c.prime@newarkadvertiser.co.uk](mailto:c.prime@newarkadvertiser.co.uk)

### Links

This site provides links to other websites. These links are for your convenience only and do not signify that we endorse or have any responsibility for the content of or any transactions that you enter into relating to those linked sites.

### Content

All material on this site is protected by copyright. You may only copy, download and reproduce it for your own personal use. You must not use it for reproduction on any other website, or in any way for commercial purposes or for gain unless you first obtain our written consent. You must not post any copyrighted material on this website.

### Contributions

We are delighted to receive your contributions to our bulletin boards, chat rooms and the like but only on the basis that:

- you accept that we may exercise editorial control over them and may decide not to allow publication at our absolute discretion;

- you warrant to us that all such contributions are lawful and not obscene, offensive, defamatory or infringe any rights of any third party and that you will indemnify us in respect of any breach of that warranty;
- you warrant to all us that all content that you submit will be accurate, truthful and not misleading in any way;
- you licence us and all Group Companies to use the information you provide on any medium and you waive your moral rights in respect of it.

### Law and Jurisdiction

Your use of this website, these terms and any matters arising are subject to the laws of England. Any dispute is subject to the exclusive jurisdiction of the Courts of England. Save as specifically provided otherwise, this website is targeted only at, and goods and services are only available to, UK residents.

### Competitions

The winner(s) may be notified by email and the results may be published on this website and/or in the paper. We reserve the right to report details of competition winners and to publish their photos if required. The prize must be taken as offered with no alternative. In the event that the prize cannot be supplied no liability will attach to Advertiser Group Newspapers.. Entry into this competition gives rise to no binding agreement between the parties. When prizes are supplied by third parties we are acting as their agents and as such we exclude all liability for loss or damage you may suffer as a result of this promotion. The website editor's decision is final and no correspondence will be entered into. Employees of Advertiser Group Newspapers and the prize provider and their immediate families and agents may not enter.

By entering our competitions you agree to be signed up to receive future promotional material from the newspaper, opting out at a later date will not effect your chances of winning.

### Product and Adverts Essentials

This website offers users the ability to order:

- "Personalised" products, prints and digital images which bear images or user content, on or within them;
- "Non-personalised" products;
- "Subscriptions" which authorise access to certain content for a certain period, or which acts as a "pre-purchase" for a certain period of a periodical publication(s) (such as the weekly printed edition of the Advertiser Series newspaper). A Subscription is "active" if the current date/time is within the associated period it has been purchased for, otherwise is it "inactive". Subscriptions can be a one-off payment for a certain period, or a reoccurring payment extending/renewing its active period.

within various sections on our website, and we refer to personalised and non-personalised products, prints and digital images and subscriptions as our "Products".

This website also offers users the ability to purchase advertising space, either for a certain location or space over a defined period, or to be visible periodically for a number of page impressions spread over a defined period; we refer to this advertising space as "Adverts".

Any goods or services available through, and material of any kind accessible or relating to our website, are referred to as our "Services".

We may add or remove Products or Adverts from our Services at any time without notice.

### Terms of purchase for Products

A contract between a user and this website for the purchase of a Product is created as follows:

- The user places the order for a Product on the website by pressing an order confirmation button at the end of a checkout process: if the Product in question includes an image, or other user content, selected it is a "personalised Product"; if it is a standard Product which does not include any selected image or user content it is a "non-personalised Product"; if the Product is digital (e.g. a digital copy of a photograph, or a subscription, etc.) then we refer to this as a "digital Product."
- By confirming your order, you are agreeing to purchase the Product you have selected.
- At this point, we take payment for your order by means of a secure third-party payment gateway.
- Your order will be confirmed either by writing, by email, by directing you to a "Thanks for your order" page or by fulfilling the order. You will also receive an email detailing your order for the Product, and

other information we must provide to you. This email may be sent by our servers and/or may be sent by the third-party payment gateway, thereby confirming payment and the order.

Note that we may reject an order in certain circumstances, namely:

- Your order breaching the requirements of these Terms;
- The use of images which are corrupted, unsupported technically or inadequately pixelated;
- The Product you order being unavailable;
- Our inability to obtain authorisation for your payment; or
- A relevant pricing or Product description error being identified.

If your order is rejected, we will contact you to confirm this and refund any payment made for that order.

We will endeavour to deliver goods and provide services on the basis and in accordance with the timescales mentioned on this site but time shall not be of the essence of those arrangements and we will have no liability if we are delayed in or prevented from providing the goods/services by factors beyond our control.

This website is made available on the basis that there are excluded, to the extent permitted by law, any terms implied by statute or otherwise and all liability for any loss or damage however it arises out of the use of this website or reliance on its content.

You must be at least 13 years of age to purchase products from this site.

### [Terms of purchase for Adverts](#)

**[Click here for conditions of acceptance of advertisements.](#)**

### [Returns, refunds and cancellation](#)

You have the right to cancel your contract for the purchase of a non-personalised Product, provided you notify us of the cancellation no longer than 14 days after the day following the day on which the Product is delivered. You must return the unused non-personalised Product to us within 14 days of notifying us of the cancellation, and must pay the cost of returning the Product to our nominated address. We will refund the purchase price you have paid for the Product and its standard delivery charges (but not any expedited, tracked or other special delivery charges you may have chosen to pay) within 14 days of its return.

However, if the value of the Product has been reduced by any handling of it beyond what is necessary to check whether the Product is as expected, we may deduct an amount to reflect that reduction in value from the sum we refund to you. Please follow any returns procedure for non-personalised Products which we specify from time to time. Please note that the right to cancel a contract and return Products does not apply to any personalised or digital Products “ although you do have the right to reject any Product which is faulty or not as described in our specifications. However, for orders of personalised or digital Products made from the website we generally allow at least a 30-minute period during which you can amend or cancel your order. That 30-minute period runs from the appearance of the "Thank you for your order" screen on the website at the end of the order process. If your order, whether personalised or digital or neither, is manually processed internally, e.g. not via an automated process, you can cancel your order for a full refund if you contact us before your order has been processed, but this period length cannot be guaranteed.

If a Subscription is for access to content which is not periodically published in distinct "issues" (e.g. access to a particular section or "premium" content while the Subscription is active) then this purchase cannot be cancelled or refunded, and you will have access until the Subscription’s active period ends; however, you can cancel any renewal for such Subscriptions as long as it is cancelled before the renewal date. If you wish to cancel a Subscription which is for receiving or accessing content or Products that are published/released periodically in distinct "issues" (e.g. the print edition of the Advertiser Series newspaper), then a pro rata refund will be issued based on the number of issues/Products received compared to the total issues/Products that would be received within the Subscription period. Any faulty issues/Products will not be counted as received when calculating the refund amount.