

APPROVED BUSINESS PROCEDURE (ABP) OF KAIA

Effective 01 september 2023

(Version 2023-1)

APPROVED BUSINESS PROCEDURE
KAIA MEMBERS (MEDIA OWNERS)
WITH AGENCIES AND CLIENTS

Applicability and Procedure

1. Media Owners/Advertising Agencies

Between 2. Media Owners/Media Owners

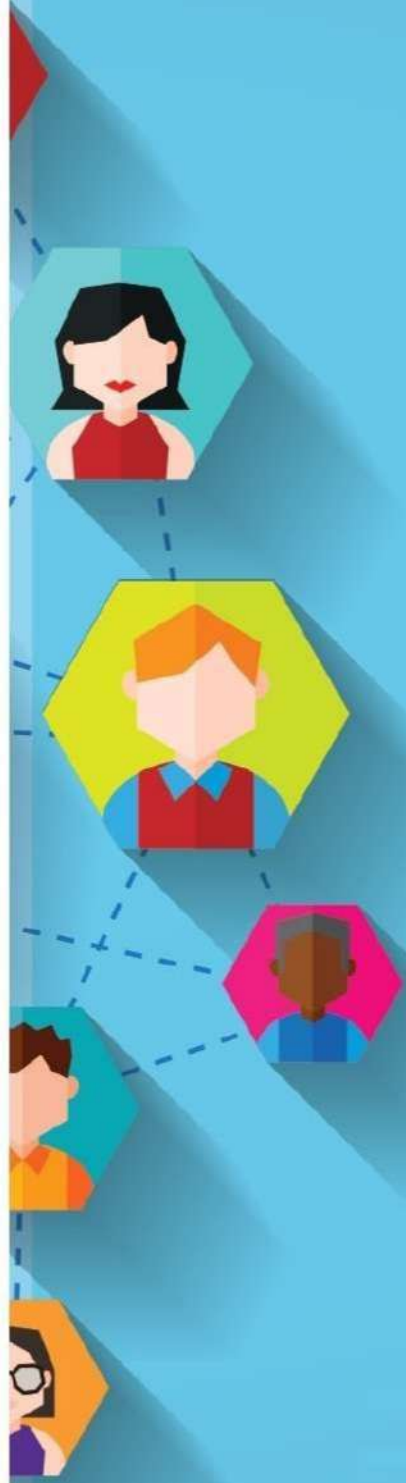


Kerala Advertising Industries Association [Regd] KAIA

State Office, IVth Floor, Mathewsons Trade Centre, [Near TVS], Kaloor, Cochin-682017.

ABOUT US





Kerala Advertising Industries Association (KAIA) was found in 1990, Registered under Travancore – Cochin charitable societies act 1955 by a group of Outdoor Advertising business leaders like late N.Madhavan, Chitra Painters [Founder patron], Sri.C.Chandramohanan, Venpakal advertisers [State Rekshadhikari], and Sri. P. Mohanachandran, Darsana advertisers, All of them artists turned enterpreneurs, concerned to develop and maintain standard of Outdoor Advertising in Kerala and to promote and work for economic, social and cultural welfare and development among the members. What started as a 22 member organization has now To date the KAIA has more than 500 Members. It has a state Committee & 11 Districts committees. KAIA is Associated with IOAA (Indian Outdoor Advertising Association). We have Over 30000 legal outdoor Mediums in All over Kerala. We greatly contribute to state exchequer in the form of licensee fee as well as rent for the landlords including state govt.bodies.

Currently our state committee is headed by our state rakashadhikari Sri P. Chandramohan - Venpakal advertisers, state president Sri G.Ramesh Babu Lids, State Gen. Secretary Sri Rajesh Kumar Madhavan, chitrapainters and State Treasurer Sri Prakash Kuttamath - Insight Advertising and team.

OUR MISSION



The mission of Kerala Advertising Industries Association (KAIA) shall be to promote and develop the outdoor advertising mediums; protect its members in every lawful possible manner in conducting their business; to do all things necessary and proper to encourage and promote customs and practices which will strengthen and maintain the outdoor advertising industry in a manner that it may best serve the public. As an association we have always acted on time during the crisis periods that our field has faced, and constantly in touch with the government and local self governments in all public welfare activities as apart of our corporate social responsibility duty, we have joined hands with the traffic department of the state of Kerala and provided about 100 plus hoarding mediums all over Kerala for spreading the road safety messages promoted by State Traffic police departments, we have from time to time contributed to during the local, state and national disasters. **During the 2018 Kerala floods as well as during covid crisis we have contributed to the chief ministers Relief fund and to the dist collectors initiative to get food and medicine for the needy.**

Our association has been able to amicably redress the issues that have come up in between members and different business groups in Kerala as a result of which the unity and cooperation among all our members have been always been strong, inspite of all the above lately we have been facing now service issues and payment issues which has made us to formulate new policies and make additions in our code of conduct to adapt to times.

We have launched a website of KAIA by the name kaiastate.com, which has facility for member login, and data base of all KAIA members mediums in Kerala, with KAIA blog, newsletter etc, We have also passed an Approved business procedure[ABP] of KAIA which forms the part of our code of conduct with an intention to bring in standarization of service and set timeframes for payment practices, we hereby declare to make the same effective 01-september-2023 and in the coming pages we enclose a copy of the same.

AIMS AND OBJECTIVES OF A B P



1. To uphold the dignity and better the functioning style of Outdoor Media business.

2. Ensure credibility rating of the outdoor advertising sector to the clients at par with other advertising media like TV and Press.

3. Declare a clear and time bound method of functioning applicable to the outdoor sector. This should lead into the creation of an environment of cooperation and trust among those who work in this sector and with the clients.

4. Make this sector sustainable by incorporating with the timely changes and innovations.

5. Isolate the trends and firms which defame this sector and thereby ensure that it is functioning in a perfectly legal manner

6. Introduce financial discipline in this sector and to enforce order and transparency with regard to all transactions. To ensure that Clients should be provided with adequate service according to the money they are charged.

7. Equip K A I A with ample provisions and procedures for the prompt realization of payments as in the system prevailing in News Paper sector.

8. As per this ABP when a Media owner gives Mediums to others he has "Media owner" status and when hires mediums from others he has the status of "Agency".

9. Here "Agency" means either the above mentioned or an outdoor agency who has accepted the ABP of KAIA when dealing with Kerala vendors.



All media owners who are the members of K A I A must sign a media contract with the media owners or the agencies when they have to do outdoor advertising business as per the guide lines and provisions of this ABP. In absence of such a signed media contract, if they have followed and communicated as per the guide lines and provisions of this ABP and acted accordingly it will be a deemed contract and all protection under this ABP will be made applicable that deal. Details of the obligations with regard to transactions in between media owners and agencies are included in its terms and conditions, as in the case when the media owners engage with transactions in between each other.

This is termed as ABP or APPROVED BUSINESS PROCEDURE of K A I A. All services and obligations the clients expects from media owners are clearly described in this document. Those individuals or firm who markets the media is termed as Media Owners in this ABP and the individual/firm who books the media is termed as Client. Parties who sign the above mentioned media contract (media agreement) can lessen the number of days of the credit period with respect to the period prescribed in ABP, but it must be recorded accordingly. But under no circumstances credit period shall be more than what is specified in this ABP. If so that deal falls out of the scope of this ABP and protection of KAIA.



All communications in between the media owner and the agency, as well as mutual communication among the media owners should be only through their respective official mail IDs. Every communication and transaction in between the media owner and the client in future will have the ABP as its base. This ABP provides a format of the preliminary release order (P R O) which contains Date of commencement of the campaign, date of conclusion, site rate, details of each site etc. are to be written by the agency in this document for ensuring their needs. This P R O can be treated as the fundamental document of all the campaign operations. In case of any changes to be made within 7 days after handing over the P R O, the advertising agency can make the

correction in consultation and as agreed by the media owner and issue a R O [format of which is same as PRO except for title]. If no R O is given within the period of 7 days, the P R O will automatically become R O. Irrespective of any circumstances, within three days after fixing the flex board in connection with starting the campaign the advertising agency must send R O to the media owner concerned. In absence of such an R O, the P R O which is already received by the media owner can be treated as R O for preparing the bill. Media owners can prepare the bill on the basis of P R O and hand it over even if R O was not issued. It can also be used as the basic document to resolve all the disputes that may arise in between the agency/client and media owners in future. The agency and the client must always send the duly filled P R O to media owner to ensure their campaign.



Client must hand over the signed release order to media owners within seven working days from the launch of the campaign. Release Order is mandatory even if P R O have been already given. Changes can be suggested through R O, regarding the details mentioned in P R O. But the media owners have the liberty to accept or turn down these suggested changes.

In case where release order has not been handed over by the client, bill can be prepared under the conclusion that all details stated in P R O were endorsed by the client. Media contract in between the client and the media owners mentioned earlier will be in effect for all matters in this regard. The period prescribed in P R O or Release Order will be considered as the Campaign Period. The occurrence of any delay in getting media materials to media owners will not affect this Campaign Period. If there is any genuine delay from the side of media owners, the campaign period could have been extended or the rent for that particular period can be reduced on a mutual understanding in between them to get on.



D

Media owners are bound to ensure the following matters for the realization of P R O/ R O/Media Contract ,after booking the display.

1. Assure correct display on correct time as per the P R O/ R O/Media

Contract.

2. Bound to obey strictly the provisions stated in media contract .Deliveries, penalties and rectification must be according to ABP.

3. Media owners are bound to give the site on commencement of campaign as per P R O/RO/media contract.

4. Ensure all the statutory obligations .

5. Assure that the site is safe and it is in good condition.

6. Photograph of the display must be given along with bill as evidence in accordance with P R O/RO/media contract.



E

Agency/Client have to ensure the following matters for the realization PRO/ R O, after booking the display.

1. Release order has been given to media owners prior to the display date.

2. Display material has been given to media owners prior to the campaign date.

3. Assure that the advertising material given complies with Indian Advertisement Standards and it has reasonable quality.

4. Details of defects on display, if anything, must be communicated to media owners within the prescribed time stated in media contract all through and to the official mail ids.

5. All payments must be given within the credit period stated in ABP.

6.Assure to obey everything stated in Media Contract /ABP with regard to media owners.



BASIC ELEMENTS OF AGREEMENT - MEDIA CONTRACT, ABP AND RELEASE ORDER ARE THE ELEMENTS FOR PREPARING BILL AND CREDIT NOTE.



G

Service Period will be determined according to the concluding date of service as stated in P R O/RO/media contract.



H

Proof of Display: The following can be considered as proof of display.

1 For Campaign period less than 30 days: a set of photos taken on the starting of campaign, another set of photos taken on the concluding day

has to be mailed to official mail id of client/agency.

a)A set of photos :A long shot & a medium shot + a night photo (lit board) mailed to the official mail id .[printed copy shall be provided if necessary].

2. Campaign period for one month & above :If the campaign period is for one month or more, a set of photos taken on the starting day of campaign, another set on every 30th day and also on the concluding day, has to be mailed to official mail id of client/agency.

3.If print copies of the photographs are demanded along with the bill that should be given with the bill. Other wise the soft copies mailed to the official mail id of client/agency.

4.Action can be taken in case where any misappropriation is evident with the submitted photograph/ photographs. Or any diversion from the contract.



Procedures regarding the Invoice/ Bill must be as follows

1) In between media owners and, agency/clients or among media owners

a) Campaign up to 30 days: All media owners - must give invoice and provide photograph within 7 days on completion of the campaign.

b) Campaign exceeding 30 days: Invoice and photograph must be given within 7 days on completion of the date earmarked for the monthly period. Invoice and photograph must be submitted within 7 days on completion of the campaign.



Payment Credit Period

1. Agencies[or media owners who book mediums] are entitled to make the payment to media owners as stated in this ABP in absence of a media contract. Non receipt of payment by the agency from the client must not become an obstacle to make the due payment to media owners. The media owner dares to advertise wholly in trust of the credibility of agency/client only. So, the full responsibility to give the payment is vested with the agency/client.

2. The agencies must make all payments for the monthly bills or the shorter-period bills within 120 days of commencement of the display period. In case where the payment is lagging more than 120 days after the commencement of display, It will be treated as violation of ABP and the agency will be included in black list. That is if a months payment is not received within 120 days of start of display media owner may approach the CCC within 30 days from that default , if a complaint is not registered with the CCC thus within 150 days of start of display the media owner cant file a complaint before CCC on that default.

3. The failures with regard to payment will be brought before the Credit Control Committee of KAIA. Steps will be taken against these defaulting agencies by ensuring that no members of KAIA grant the privilege of credit facility to Defaulters and simultaneously Media owner may initiate legal action to realise the due amount.

4. If any an Agency or member of the KAIA can convince the Credit Control Committee that it did not get payment from the client even after the payment in connection with the campaign to media owners have been made, the Credit Control Committee will take appropriate steps against the client to include it in black list, and thereby take coercive steps to make them pay.



1. Redress of disputes: Agencies must lodge all complaints (with evidence) against media owners within 21 working days on receipt of the invoice. This Should be communicated to KAIA Official mail Id/through President's/Secretary's mail id . No evidence submitted after this period will be accepted. In absence of any such complaint and supporting evidence , it will be considered that the whole invoice amount must be given to the media owners. Clients must lodge all complaints within 21 working days after receiving the invoice.

2. Media owners must lodge all complaints (with evidence) against agencies / other media owners within [ABP default payment period of 120 days delay]. That is any monthly payment or shorter period payment delayed more than 150 day from start of campaign will not be considered by KAIA, Here only way forward is for media owner to take legal action against the agency for getting funds.



Display Period and Extensions

1. In case where the board is vacant even after the display period and the agency is in want of extension, the period can be extended. Enquiry in this regard must be made through mail, and if the result is positive, media should be ensured by giving an Extension R O. Otherwise media owner has no responsibility to extend the media. The Extension R O will be considered equivalent to the R O in all aspects.



Details of defective delivery and redress for same

1. If media owner is informed with evidence about the minor mistakes and faults with regard to advertisement material and corrections are done accordingly within 2 days there off, no penal action can be taken against the media owner.

2.If such mistakes are in display for more than two days in cities and more than five days in the outskirts of cities, a penalty equal to that of the daily charge can be imposed on media owner.

3.If such mistakes continue on display even after 6 days, the balance period earmarked for display can be cancelled. Besides, the client is entitled to pay only for the period in which the display has been correct.

4. Serious problems: If 50 % or more lamps are nonlit or the display is obstructed or blocked otherwise, the media owner must provide alternative site as per the will of the client. Otherwise, the amount equal to that of the total daily charges with respect to the default display was on place must be deducted as penalty.

5.Media owners who exhibit display on sites which do not have the prior approval of the client will not be entitled for any payment.

6. In case where the display was limited to lesser days than the period stated in R O (if the lost days exceed 33 % of the total display days) the agency/client will have the liberty to refuse payment for that particular site.

7.In case where the display material is lost due to natural calamity or theft , media owner has the responsibility to inform the client at once. If so, agency/client must bear the display material cost but the expense with regard to the refitting of display material must be met by the media owner. If fresh material was not supplied by the client despite documentary intimation by media owner , The display charges can be claimed by the media owner in this case. If there was delay in informing the agency/client about the same for more than 5 days, then agency/client has the liberty to cancel the contract for that particular hoarding and then has to pay the media owner only for the period during which there was proper display.

8.All e-mail communications in between media owners, clients and agencies must be through the official mail id

9. Official E-Mail Ids of all KAIA Members, state, district committees, updates on ABP, latest versions of ABP will be available on the website (kaiastate.com)



Miscellaneous Aspects

1. Media owners must ensure third party insurance for their display structure for availing claim for the damages due to accidents, natural calamity etc.

2.Media owners must be in possession of the statutory documents like permits and tax receipts with regard to their display structure in order to keep the client safe from associated liabilities.

3.K A I A will not tolerate any deliberate mistakes, cheatings or injustice on the part of anyone concerned.Strict action will be taken if violation of the directions included in this ABP is brought to notice. Fine, penalty etc. can be imposed and / or the accused can be black listed. Other members can also be directed by KAIA not to engage in any business relation with these black listed members/clients/agencies.

4.No member must do business with those members, clients or agencies who have been black listed by K A I A .The K A I A will have the power to black list those member too who dares to do business with the banned/blacklisted members, clients or agencies.

5.In case where the exhibition of a display happens to be impossible due to unforeseen and valid reasons such as land lord issues, court intervention, government action or adverse weather conditions the client should not raise disputes out of it, but in such cases agency or client need not pay for the non-display period.



CONSTITUTION AND AUTHORITIES OF CREDIT CONTROL COMMITTEE[CCC]

1. Credit control committee is a body of members decided by the Central committee of the association; their tenure will be for a period of two years, all complaints about defaulting

media owners of the ABP can be brought before the CCC by the agencies directly , all complaints by MEDIA OWNERS [KAIA MEMBERS] against agencies or other media owners shall be screened by vice presidents of each region or representatives from each district in the state committee , and then forwarded to CCC, If they feel that the complaints are eligible for admittance.

2. The CCC shall decide on the matter within 15 days of receipt of a complaint, an appeal committee on decision of CCC shall be The state committee. Parties

can file an appeal within 7 days of receipt of the decision of CCC ,If no appeal filed on decision of CCC with 7 days then the decision is final and shall be implemented and informed state wide by the state committee with 3 working days. On the appeals received state committee shall also declare a verdict within 15 days of receipt of appeal.

3. If a complaint is received against any members in any of the decision making bodies like CCC or state committee, during the proceedings he shall not attend the meeting hence will not thereby be able to influence the verdict.





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