

**CONDITIONS**

**OF USE AND PARTICIPATION**

**FAPCOM AD EXCHANGE PROGRAMME**

**International Classified Media Association**

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## **CONDITIONS**

### **1. General**

- 1.1 The Association has developed and owns FAPCOM, a software programme which enables the participating Members to communicate amongst each other and to exchange advertisements electronically between its participating publications.
- 1.2 The Association has invested enormous research and development efforts to obtain such a high quality programme and continues with the development in order to keep this programme technically and commercially up to date.
- 1.3 A participating publication of FAPCOM means a classified advertising periodical for which the permission to take part in FAPCOM has been granted by the Association set out in Bylaws 5.2.
- 1.4 A participating Member of FAPCOM means a current Member of the Association publishing at least one participating publication.

### **2. Participating publications**

- 2.1 A participating publication shall only be an advertisement periodical laid down in Bylaws 2.2.3. (a) to 2.2.3 (d).
- 2.2 The publication shall have been on the market continuously for at least 6 months prior to the date of application.
- 2.3 The participation of a publication is always valid for all editions of that specific publication, meaning all consecutive issues and regional editions, as long as the contents and publication dates of these different regional editions are the same. Regional editions with different contents and/or publication dates are to be considered separate publications.

### **3. Participating Members**

- 3.1 Participating Members may only publish the ICMA ads in the publications which are participating in the FAPCOM Ad Exchange Programme.
- 3.2 A participating Member can apply to participate with additional publications, as long as these meet the criteria outlined in 2.1.
- 3.3 The participating Member shall be responsible for fulfilling the general rules as described in this document.

#### **4. FAPCOM Installation**

- 4.1 Participating publications are obliged to participate in the FAPCOM Ad Exchange Programme and shall be fully participating in the system within sixty days after the application has been accepted.
- 4.2 It is the participating Member's responsibility to install, test and operate FAPCOM. The participating Member is encouraged to make use of the support facilities provided by FAPIA. Any additional support may be charged at an hourly rate (including expenses such as diskettes, mail, travel etc.).
- 4.3 The participating Member must take precautions to ensure that infected software is not passed on to other users.
- 4.4 If there is a legal requirement in the participating Member's country, the participating Member will obtain the necessary permission for storage and transmission of FAPCOM-related data.
- 4.5 The transfer of ads from the FAPCOM Ad Exchange Programme (FAPICS) must be done electronically to the participating Member's publishing system by batch transfer. Ads may not be retyped or otherwise manually copied for publication. It is the participating Member's responsibility to develop the required facilities for this.
- 4.6 The programme for the electronic transfer of ads shall be updated as and when required by ICMA.
- 4.7 If a participating Member applies to participate with an additional publication hosted or published in another country, the new publication is allowed to function as a sub-location for one year only. After this time, the participating publication must become an independent FAPCOM communicator. However, if ICMA Head Office deems it reasonable that the new publication remains a sub-location, they may advise the Committee to grant an exception based on clear arguments and facts submitted to the Committee in written form. These arguments must describe in detail the situation of this publication in ICMA with emphasis on the possibilities of direct communication between ICMA Head Office and the new publication with relation to this publication's adherence to ICMA rules.

#### **5. Finances and fees**

- 5.1 The costs of running and maintaining FAPCOM will be budgeted by the ICMA General Meeting. The budget should have provisions for developments of new services, hardware upgrades, software enhancements, operation and maintenance of the programme, as well as support services.
- 5.2 The fees to participate in FAPCOM (system usage fees) will be determined annually for each participating publication and invoiced to the participating Member.
- 5.3 The system usage is determined by the number of ads multiplied by the number of repeats, which are exchanged through the programme with other participating publications (Repeat Units, or RU). The system usage fee is the result of the exchanged RUs multiplied by an annually determined factor.

- 5.4 The system usage fee will be based on the estimated or expected system usage (number of RUs per year). Any adjustments to the actual usage will be made at the end of the calendar year and offset against the following year's system usage.
- 5.5 The cost of running the ICMA Host System (FAPCOM Maintenance and Operating Costs) are budgeted annually and invoiced to each Participating Member in direct relation to the usage of the system by the participating publications.
- 5.6 Applicants should be obliged to pay an extra entrance fee covering past development costs of FAPCOM.

## **6. Advertising Contact Person**

- 6.1 The participating Member must nominate one natural person (FAPCOM Local Administrator) for each participating publication, who has knowledge of the English language, and who has overall responsibility for FAPCOM for that paper.
- 6.2 A FAPCOM Local Administrator may be responsible for more than one participating publication.
- 6.3 The FAPCOM Local Administrator may be obliged by ICMA to do a FAPCOM course or training session, and to participate in subsequent updated courses and/or regional user meetings.
- 6.4 The FAPCOM Local Administrator is responsible for:
  - (a) training and helping other users at their participating publication(s);
  - (b) resetting the password of other users at their participating publication(s);
  - (c) updating the DATASHEETS for that participating publication, and for the dependant sub-locations;
  - (d) defining the USERS at that participating publication (i.e. user-id, name, function etc.). The definition of users is communicated to all other participants; this means that everybody can see who the registered users of the system are at that point in time;
  - (e) ensuring that all outgoing ads sent through the system are in accordance with the general rules as described in this document
  - (f) ensuring that all incoming ads are handled promptly and published in the first available edition under the most appropriate classification.
- 6.5 The FAPCOM Local Administrator is also responsible for any additional duties, which may from time to time be required by ICMA.

## **7. Communication and information**

- 7.1 The participating Member must perform a communications session for each participating publication at least twice a week to send and receive ads and FAPMAIL.

- 7.2 The participating Member must answer or acknowledge all FAPMAILS requiring answers in the next communication session.
- 7.3 The participating Member must keep all datasheets of participating publications for which he is responsible constantly updated with all relevant information by reviewing it at least once every sixty days or more often if so instructed by the system or FAPIA Head Office.
- 7.4 The participating Member must send copies of the participating print-publications, or details of how to access online-publications, to ICMA Head Office on a regular basis, and whenever requested by ICMA.

## **8. Coupon in participating print publications**

- 8.1 The Participating Members shall publish the ICMA Coupon in at least sixty percent of its editions of each participating print publications per week, with an offer to place ads in the participating publications listed in this ICMA Coupon. In the case of weekly or less frequent editions, a ICMA Coupon must be published in each edition.
- 8.2 Participating Members may choose one city/area name for each participating publication as long as this name takes into account the areas of effective circulation and reflects the most recognisable name in foreign markets. These names will be mentioned on other participants' Coupons.
- 8.3 Each participating Member is obliged to include a complete list of all the publications which are participating in the FAPCOM Ad Exchange Programme in the ICMA coupon. If more than one publication participates in the ad exchange in one particular area, all participants may choose to mention just the city/area name in the coupon and send ads to every participating publication in that area, or it can specify each individual publication, provided that all the names of the publications in that area are mentioned separately.
- 8.4 Participating Members shall amend the ICMA coupon within 10 days of receiving the amendments from ICMA or as soon thereafter as it is possible within the publishing schedule of the paper. A proof of the amended coupon needs to be sent to ICMA Head Office at their request.
- 8.5 If the ads that an advertiser places through the ICMA Coupon may appear in an online edition of a participating publication, this must be specifically identified as such on the coupons of all participating publications. This identifier must clearly indicate those ads for this participating publication may also be published electronically.
- 8.6 The coupons of all participating Members must include a warning to customers regarding the possibility of local access to telephone numbers and addresses included in ads sent to participating publications which also publish electronically. Participating Members are strongly urged to encourage customers sending personal ads to these participating publications to use an anonymous response service for replies, and can make this compulsory if they wish.

## **9. Contents of ads**

- 9.1 The meaning and purpose of an ad must be clear and unambiguous.
- 9.2 Ads shall not contain religious or political propaganda, prostitution or paedophilia, or offer any trade in weaponry or body parts.
- 9.3 Ads must be in English or in a language which is considered suitable for the ad by both the sending and receiving paper.

## **10. Quality of ad-text**

- 10.1 Each word in the ad-text must be separated from another word by a space.
- 10.2 Ads must not be entirely written in capitals.
- 10.3 International ads with telephone numbers should be typed in the following way: ADTEXT, Phone:+COUNTRY CODE - AREA CODE - PHONE NUMBER (e.g. for an Amsterdam phone number: ADTEXT, Phone:+31-20-111 1111).

## **11. FAPCOM Commercial Ads Service**

### **11.1 Commercial Lineage Ads (i.e. Bold Ads or Classified Trade Ads)**

- (a) All participating Members are free to set their own, local prices for commercial lineage ads sent through FAPCOM. The price for one bold ad transaction through FAPCOM should not be lower than the price for one local bold ad in any of the titles the ad is being sent to. One bold ad to one destination, or one bold ad to many destinations, are both considered as one transaction.
- (b) ICMA Head Office will make regular checks on the exchange of commercial ads and the regular transmission and acknowledgement of all ads.

### **11.2 Display Ads**

- (a) The sending participating Member acts as the local agent for every display ad transaction, sharing the revenues with the receiving participating Member.
- (b) There is no minimum price or size for display ads. Agreements must be made directly between publishing and selling participant. ICMA suggests a minimum price of Euro 300 as a guideline only.

- (c) The sending participant invoices the customer. After the last publication of the ad, the publishing participant invoices the sending participant for **the sale price published on the date of sale in their datasheet**, enclosing a copy of the publication (or at least a copy of the page) or a printout from another medium for each publication. If tear sheets are needed at an earlier date than the last publication, they must be specifically requested.
  - (d) The sending Member prepares camera-ready artwork or a computer file with the correct size and format for the publishing Member (minimum size stipulated by the publishing Member must be respected) and sends the artwork, along with instructions by mail, email or courier to the publishing Member.
  - (e) Prices indicated must be prices in Euros per issue per cm per column.
- 11.3 A receiving Member is not obliged to publish an ad sent to it that was sold to an advertiser in its main distribution area by another Member in the ad exchange.

## 12. Publication of an ad

- 12.1 The publishing Member will receive a financial compensation for its printing costs from the Member who sends the ad. The level of this compensation may differ for private and commercial ads, and for ads that also appear online, and will be voted on annually by the Membership.
- 12.2 An ad must be published in the issue that is in production at the time the ad is received, or within a week if the paper publishes two or more issues per week. Otherwise, the ad must be rejected in the next communication session.
- 12.3 Ads may only be published in those publications which are participating in the FAPCOM Ad Exchange Programme and to which the ads are designated.
- 12.4 A translation may be published but only in addition to and alongside the text of the original ad.
- 12.5 A text character that a receiving Member cannot print should be replaced by a standard transliteration.
- 12.6 The receiving Member may make only minor changes to the text of an ad, provided the meaning of the ad is not changed. Such changes might include placing the name of the country in which a property for sale is located, at the beginning of the ad.
- 12.7 The receiving Member may make minor changes to the ad text style, in order to make the ad conform to the general style of the publication. Such changes might include:
  - (a) expansion of abbreviations;
  - (b) change of case;
  - (c) punctuation or upgrading to classified commercial ads.Downgrading of a bold ad to normal is not allowed.

- 12.8 Each rejection must refer to the specific policy or rule under which an ad has been rejected. If an ad is being rejected for reasons not covered by policies or rules, then a full explanation of the reason for rejection must be given, if necessary by an accompanying FAPMAIL.

### **13. Proof of Publication (PoP)**

- 13.1 For each commercial ad received with a request for proof of publication, the receiving Member must respond with a PoP within 2 weeks of the first publication date of the ad. In the case of ads sent for multiple issues, one PoP only is required.
- 13.2 A PoP shall be sent by facsimile transmission, by email or by post. By special arrangement with and at the discretion of the FAPIA Head Office, a participant may be allowed to send PoPs by FAPMAIL.
- 13.3 The receiving Members may ask for a financial compensation for PoPs covering the cost of transmission, **if the General Meeting decides it is appropriate.**
- 13.4 A PoP sent by facsimile transmission, by email or by post, must consist of a page from the receiving participating publication, either the original or a copy, which clearly shows:
- (a) the ad for which PoP was requested;
  - (b) the name of the receiving participant;
  - (c) the issue number and the date of publication.
- 13.5 A PoP sent by FAPMAIL, shall state:
- (a) the FAPICS ad number;
  - (b) the first few words of the ad text;
  - (c) the publication date;
  - (d) issue number;
  - (e) classification name and the total number of issues for which the ad is to be published.

### **14. Repeats**

The number of repeats set for ads means the number of issues and not the number of weeks for which the ad is to be published.

## **15. Electronic publications**

Unless specifically stated otherwise in the ICMA Bylaws and these conditions of use, all provisions pertaining to printed publications apply to electronic publications as well.

## **16. Final provisions**

- 16.1 In case a Member has stopped publishing a participating publication for a period of more than 6 weeks, the Committee may decide to exclude this publication from further participation in the FAPCOM Ad Exchange Programme with immediate effect.
- 16.2 ICMA is empowered to impose sanctions in order to enforce the participating Members to act in accordance with the conditions. These sanctions will be imposed in the following stages:
- (a) formal written warning from the Committee;
  - (b) pecuniary fine, determined by the Committee;
  - (c) exclusion from FAPCOM Ad Exchange Programme;
  - (d) expulsion from ICMA.

For the procedure of imposing sanctions Bylaws 6.3.4 and 6.3.5 shall apply accordingly.

- 16.3 In case the participating Member disputes the validity of a sanction, the Member has the right to lodge an appeal within 30 days after receiving the sanction to the Committee free of charge. If the appeal is successful, the Committee shall declare the sanction null and void.
- 16.4 If the appeal is not successful, the Committee shall mention the case in the following General Meeting for consideration.
- 16.5 Until the decision of the General Meeting has been made, the original sanctions will remain valid, at the discretion of the Committee.
- 16.6 The General Meeting shall subsequently decide about the sanction by an anonymous vote. If the appeal is refused again, no further appeal is possible. The Member may take legal action over the refusal at the court having jurisdiction.