

## **ADVERTISER TERMS & CONDITIONS**

Your agreement with **Gladstone News**. These Advertiser Terms and Conditions form the basis of our commercial agreement.

### **ADVERTISING ETHICS**

1. You agree and warrant in relation to any material provided to us for use in any advertisement that:
  - You are the owner of any copyright or other intellectual property rights in the material and/or you have all necessary licences to use any third party copyright or other intellectual property included or reproduced or adapted in your material (including, without limitation, any moral right or performer's right, trademark, trade indicia or slogan);
  - The material does not infringe any state or federal statute or regulation or compulsory or voluntary industry code of conduct, including, without limitation, the Trade Practices Act, 1974, the Privacy Act, 1988, the Australian Association of National Advertisers (AANA) Advertiser Code Of Ethics any act or regulation dealing with defamation, indecency, censorship, advertising standards or self-regulation;
  - the material shall not include any defamatory, libellous, indecent, pornographic, offensive, threatening, false or disparaging content.
2. Advertisements must accurately reflect the product and or service being advertised.
3. Material which, in the publisher's opinion could be considered inappropriate will be censored or omitted from the publication. Where Advertiser Terms & Conditions.
4. Claims made within advertisements both editorial and imagery must be capable of being supported by reasonable evidence and upon the content creator or sales managers request must be made available.
5. The publication of an advertisement in Gladstone News does not constitute an endorsement of the advertiser's business/company or any products or services the advertiser provides.
6. Gladstone News magazine reserves the right to refuse advertising that is inconsistent with the Gladstone News editorial guidelines, advertising guidelines or for any other reason.

## **SERVICE AGREEMENT**

7. Our agreement with you to advertise your business, service, company or event also includes your booking confirmation which can be made via phone, in person, via email or in writing. By confirming the booking, as the advertiser, you commit us reserving the confirmed space in our magazine and agree to the terms and conditions of booking within this agreement. This agreement commences on the date of confirmation and will continue until the completion of the publication of the advertisements booked.
8. The services (the "Services") provided include:
  - publishing of your advertisement(s) in our publication(s) on dates agreed.
  - upon request, the creation of artwork and layout design, content writing and production services. Where we provide these services, the artwork
  - remains the property of Gladstone News unless an alternative agreement is reached.
9. Advertising space booked by an advertiser must be paid in full in when, due to an act or omission by the advertiser, the advertisement is not published, This also includes the omission of advertising copy is not received prior to our Gladstone News publication deadline date.
10. Gladstone News management reserves the right to review and increase advertising rates. Management reserves the right to make these changes at any time or to amend the terms and conditions at any time. Gladstone News staff will notify you of any changes when they happen. Copies of the rate card are available upon request.
11. Gladstone News, as the publisher, will not be liable for any loss or damage as a result of amendment, error, late publication or non-publication from any cause whatsoever.
12. Gladstone News, as the publisher, will not accept liability for any error on the part of third parties or inaccurate copy instructions.
13. Gladstone News, as the publisher, reserves the right to publish the most appropriate copy should copy instructions are not received by the time stipulated.
14. Repeat adverts: If Gladstone News is asked to repeat an advert, our team will always use the most recent copy published unless alternative instructions are received.
15. Package or series bookings will, at times, benefit from bonus inclusions. Cancellation of the series or package, at any time will result in these bonuses being forfeited and retrospective charges may be incurred for any previous adverts which have received the benefits of the bonus inclusions.

16. You, as the advertiser, agree that you hold sole responsibility for the quality and accuracy of any artwork provided by you.
17. Neither Gladstone News as the publisher, our contractors and sub-contractors shall be liable for any consequential loss that may arise from the non-publication of an advert or from any errors or omissions within the published copy/advert.
18. You, as the advertiser, hereby indemnify Gladstone News and its staff, and agree that it shall remain indemnified against losses or damages for any breach by you or your servants or agents this includes legal costs on a client/own solicitor basis.
19. The advertiser must provide artwork by our deadline, in the format and to the quality advised by our staff within our media kit. The failure to provide artwork in this format may result in the booked advertisement not being printed or not being printed on the page or position requested or could affect the quality of the advertisement. 20.
20. Where Gladstone News provides the services set out in Clause 9b you, as the advertiser agrees that you are responsible for checking and approving the accuracy and/or quality of the artwork produced and agree that your approval, either verbally or in writing, of the artwork is evidence that you have approved the artwork for publication.
21. If you, as the advertiser, fail to approve any such artwork by the publication deadline stipulated, you agree that you are deemed to have approved the artwork and Gladstone News will not be liable for any errors.
22. You agree we may alter the position of your advertisement or other copy when we consider it to be desirable for any editorial, layout or legal requirements for Gladstone News. In these circumstances, we will endeavour to find a desirable place for your advertisement, and subject to time constraints, we will notify you of our decision prior to the publication of Gladstone News.

## **CHARGES AND PAYMENT**

23. You agree that during the term of this agreement: to be charged for the services provided to you at our current prices.
  - that Gladstone News will invoice you the full amount of any applicable taxes' charges and GST;
  - the payment for advertising is due upon receipt of booking, unless a credit account has been arranged.
  - Credit Account Invoices for display advertisements must be settled within 30 days of issue.

- To pay any legal costs we may incur in recovering payment of our account on a full indemnity basis.
24. We regret cancellations cannot be accepted after booking confirmation has been received. In circumstances where you have booked space for which no artwork or copy is received by the copy deadline date will be charged at the agreed rate at the time you booked the advertisement.
  25. If you dispute in good faith an amount within the account, you must notify us in writing within fourteen days, detailing reasons for the dispute and the amount in dispute. Notwithstanding any dispute as to any amount of any charge, you must pay the undisputed amount of each account by the Due Date.
  26. If you do not pay the account by the Due Date, then we may charge an administration fee of \$20 per month or part thereof or 1.5% per month on the outstanding amount of the invoice and suspend all or part of your Services pending payment of outstanding amounts on the account.
  27. If any charges or fees are unpaid, the client may be liable for recovery fees and charges.

## **AMENDMENTS TO TERMS AND CONDITIONS**

28. We may vary, alter, replace or revoke any of these terms and conditions.