



## Advertising Terms and Conditions

Your agreement with **Northam Chamber of Commerce Inc** and any publication associated with it including but not limited to ***The Northam Advertiser***.

These Advertiser Terms and Conditions form the basis of our commercial agreement.

### COPYRIGHT

Copyright in The Northam Advertiser newspaper and its associated publications including thenorthamadvertiser.com.au is held by Northam Chamber of Commerce Inc, trading as The Northam Advertiser. Reproduction of any portion including advertisements or photographs without written permission is forbidden and may constitute an offence.

### ADVERTISING ETHICS

1. You agree and warrant in relation to any material provided to us for use in any advertisement that:

a) You are the owner of any copyright or other intellectual property right in the material and/or you have all necessary licenses 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);

b) 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;

c) The material shall not include any defamatory, libelous, 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 possible you will be advised to supply alternative copy.

4. Advertisements are subject to the publisher's approval and must always be recognisable as such and not resemble editorial material.

5. All claims made in advertisements must be capable of being supported by appropriate evidence and must be made available to the publisher upon request.

6. The publication of an advertisement by the publisher does not constitute endorsement of the advertiser, its products or services.

7. The Northam Advertiser reserves the right to refuse advertising that is inconsistent with The Northam Advertiser's editorial, advertising policy or for any other reason.

8. Editorial style advertisements must be distinguishable as advertising and the words "Advertising Feature" placed at the head of the advertisement.

## **SERVICE AGREEMENT**

9. Our agreement with you also includes your booking confirmation form which you complete and provide to us. By signing the booking form, you commit to the space reserved and agree to the terms and conditions of booking herewith. This agreement will commence on the date of its signing and continue until the completion of the publication of the advertisements booked.
10. The services (the "Services") provided include:
  - a. the publication of your advertisement(s) in our publication(s) on dates agreed from time to time and subject to available space in any relevant publication; and
  - b. upon request, the provision of artwork and layout design and production services. Where we provide these services, the artwork remains the property of The Northam Advertiser unless otherwise agreed.
11. Space reserved by an advertiser must be paid in full where the advertisement is not published due to any act or omission by the advertiser. This includes advert copy that arrives after the publication deadline date.
12. The publisher reserves the right to increase advertisement rates at any time or to amend the terms and conditions at any time, and we will notify you of any changes when they happen. Copies of the rate card are available from us at any time, upon request.
13. The publisher will not be liable for any loss or damage caused by amendment, error, late publication or non-publication from any cause whatsoever.
14. The publisher will not accept liability for any error on the part of third parties or inaccurate copy instructions.
15. The publisher reserves the right to publish the most appropriate copy should copy instructions not be received by the stipulated time.
16. Repeat adverts. If The Northam Advertiser is asked to repeat an advert, we will always use the most recent copy published unless instructed otherwise.
17. Series bookings may be subject to bonus inclusions. Cancellation of the series at any time will result in the forfeiture of the bonuses and may be charged retrospectively on any previous adverts which benefitted from the bonuses.
18. You agree that you are solely responsible for the quality and accuracy of any artwork provided by you. Neither the publisher nor its contractors and sub-contractors shall be liable for any consequential loss arising from non-publication of an advert or from any errors or omissions contained in published copy/advert.
19. You hereby indemnify The Northam Advertiser and agree to keep it indemnified against any loss or damage (including legal costs on a client/own solicitor basis) for any breach by you or your servants or agents.
20. You must provide your artwork by our deadline, in the format and to the quality advised by us in our media kit. Failure to do so may result in the advertisement not being printed or not being printed in the position requested or may affect the quality of the advertisement.
21. Where we provide the services set out in Clause 10b you agree that you are solely responsible for checking and approving the accuracy and/or quality of the artwork produced and agree that your approval of the artwork is conclusive evidence that you have approved any such artwork for publication. If you fail to approve any such artwork within [24 hours] prior to publication deadlines you agree that you are deemed to have approved such artwork and we will not be liable for any errors it may contain.
22. Subject to any express written agreement to the contrary, you agree we may change the position of your advertisement or other copy where we consider it desirable for any editorial, layout or legal requirements of our publication. If this needs to be done, we will use our best efforts to place your advertisement in a suitable alternative position and, subject to time constraints, to notify you of our decision prior to publication.

## **CHARGES AND PAYMENT**

23. You agree during the term of this agreement:

- (a) to be charged for the services we provide to you at our current prices from time to time;
- (b) that we can pass on to you the full amount of any taxes payable on the charges and GST;
- (c) Payment for all advertising is due within 7 days of receipt of the invoice.
- (d) To pay any legal costs we may incur in recovering payment of our account on a full indemnity basis.

26. We regret cancellations cannot be accepted after booking. Space reserved for which no artwork or copy is received by the copy deadline date will be charged at the agreed rate as stated on the booking form.

27. The Northam Advertiser reserves the right to charge interest at a rate of 6% p.a. for amounts unpaid after the due date. Should any debts remain unpaid after 3 attempts to contact you, costs incurred by The Northam Advertiser to recover such unpaid amounts will be borne by you, the customer, in addition to the invoiced amount due.

## **AMENDMENTS TO TERMS AND CONDITIONS**

Without limiting clause 23 (above), we may vary, alter, replace or revoke any of these terms and conditions.