

conditions of acceptance of advertising

1) **Contract advertising:**

Series bookings apply to a specific volume of space which is contracted by the advertiser for a specific period. In cases where actual space taken for the period falls below the contract volume, the publisher will surcharge all space taken to the rate appropriate to the volume of space used

2) **Postponement or cancellation of space:**

This cannot be effected after 5pm on the **cancellation deadline date**, and must be requested **in writing**

3) **Material:**

- a) All advertising material shall be delivered to the publisher without expense to the publisher
- b) Any expenses incurred following copy deadline date in endeavouring to secure material (eg, toll calls, freight, couriers etc) shall be recoverable from the advertiser or agency and shall be charged out as a disbursement (non-commission bearing)
- c) Where new copy or instructions to repeat have not been received from a contract advertiser by copy deadline date the publisher reserves the right to repeat any previously run copy, or to compose or enter substitute copy at the publisher's absolute discretion and charge full rates plus production
- d) Advertisement material is held at the advertiser's risk and not insured by the publisher. Material returned on request and any material unused for 36 months will be destroyed

4) **Rate protection:**

Current contract advertisers will be given rate protection (ie, charged at "old" rates) – for two only consecutive issues in the case of monthly titles, and for one issue in the case of bi-monthly titles – from and including the issue at which any new rate increase takes effect

5) **Terms:**

Accounts for advertising space and production are due for payment within 20 days following the end of the month of publication

Advertisers and their Advertising Agencies are jointly and severally liable for payments due under any contract

Advertising Agencies: Commission of 15% will be allowed on space invoices paid on or before 2.00pm on the 15th day of the second month following on the month of publication. A further 5% prompt payment discount is allowable if the total nett invoice is paid on or before 2.00pm on the last working day of the month following the

month of publication. For the purposes of this clause the month of publication is the cover date or mast-head date of the publication. In the case of bi-monthly publications the month of publication is the first of the two months shown as the cover date or mast-head. In the case of seasonal publications the month of publication shall be deemed to be the month of invoice date

Any costs, fees, legal expenses or commissions incurred in obtaining payment are to the client's account

6) **Taxes and levies:**

Any Government or industry taxes and/or levies are additional to the current rate structure shown on the rate card. GST (currently at 15%) is payable on all payments from a New Zealand source and such overseas advertising as may from time to time be deemed liable by the Inland Revenue Department

7) **General:**

- a) The publisher reserves the right to decline the insertion of any advertisement
- b) The placement of an advertisement is at the publisher's discretion – except where a preferred position loading has been requested
- c) Casual displacement, rejection or omission of an advertisement does not invalidate a space order
- d) While every care is exercised, the publisher will not accept liability for any loss whatsoever incurred through error either in the content of an advertisement, or the incorrect appearance of an advertisement

8) **Terms of Acceptance of Advertising Copy:**

The Advertiser warrants and undertakes to the Publishers that no statement, representation or information contained in the supplied advertisement:

- a) is or is likely to be misleading or deceptive or to otherwise infringe the Fair Trading Act, 1987; or
- b) is at all defamatory, in breach of copyright, trademark or other intellectual or industrial property right; or
- c) is otherwise in breach of any provision of any Statute Regulation or rule of law

The Advertiser acknowledges that agm publishing limited relies on the provisions of this Clause in accepting the advertisement for publication. The Advertiser hereby agrees to indemnify the Publisher against all losses or costs, legal or otherwise, arising as a result of the publication of the advertisement