



# HIRE and Rental Magazine

## Terms and Conditions

1. **Payment Terms:** The contract amount shall be paid by the final invoice date or 14 days from date of invoice, as per Agency Terms or where otherwise stated.
2. **GST:** GST at the statutory rate is payable on both the Booking Fee and the final advertising contract.
3. **Late Payment:** Should there be any default in the stated payment terms, then all monies owing by the ADVERTISER to the PUBLISHER shall be immediately due and payable. The PUBLISHER reserves the right to impose a default charge of 1.5% per month on all overdue monies until the date of payment. All expenses, costs or disbursements incurred in recovering any outstanding monies including debt Collection fees and solicitors costs will be paid by the ADVERTISER.
4. **PRIVACY AMENDMENT ACT:** This agreement gives the Publisher the authority to make inquiries as to the credit and financial responsibility of the ADVERTISER and obtain/or give Trade References from time to time under provisions of The Privacy Amendment Act 1990.
5. **Trusts:** If the ADVERTISER is a Trustee, the Directors warrant that they have the authority and power to enter into this agreement and personally guarantee the performance of all the trusts obligations under this agreement.
6. **Non-cancellation:** Advertising space cannot be cancelled after booking has been confirmed without the written consent of the PUBLISHER. On cancellation, any booking fee or any other amounts paid to the PUBLISHER will be forfeited and the ADVERTISER must pay any costs and expenses incurred by the PUBLISHER as a result of such cancellation.
7. **Alterations to publications:** The PUBLISHER reserves the right to amend or alter the content and format of the publication in which the advertiser is to appear. **Alterations to advertising:** Where the publisher has prepared or approved any advertising material for publication no alteration may be made to that advertising material without the publisher's written consent.
8. **Right to reject advertising:** The PUBLISHER reserves the right to refuse to accept or publish any advertising material submitted by the ADVERTISER and may request the ADVERTISER to submit new material. If the ADVERTISER does not comply with the PUBLISHER'S request within 7 days of it being made, the PUBLISHER may either prepare new advertising material on the ADVERTISER'S behalf or proceed to publication without the ADVERTISER'S material. In either case the ADVERTISER will remain liable to pay to the PUBLISHER the amounts referred to overleaf.
9. **Offensive or misleading material:** The ADVERTISER is responsible for ensuring the accuracy and truthfulness of any information supplied to the PUBLISHER and for ensuring the advertisement is not offensive, misleading or deceptive or otherwise in breach of any advertising standards or any laws regulating advertising or trade practices.
10. **Indemnity:** The ADVERTISER indemnifies and will keep the PUBLISHER indemnified against all claims, demands, or proceedings by the ADVERTISER or by any other person and against all losses, damages, costs and expenses incurred by the PUBLISHER arising from the publication of or failure to publish the ADVERTISER'S material or otherwise arising out of this agreement.
11. **Limitation of liability:** To the full extent permitted by law, the PUBLISHER excludes all liability to the ADVERTISER for any warranties, conditions or representations made by the PUBLISHER, its employees or agents (including any warranties as to fitness for purpose) in relation to the preparation or publication of any advertisement. Where any state or federal legislation implies into this agreement any warranties or conditions which cannot be excluded or modified then those warranties and conditions will be deemed included in this agreement. If there is a breach of such statutory warranties or conditions by the PUBLISHER, the PUBLISHER'S liability will be at its option be limited to resupplying any advertising services again or paying for the cost of reapplying advertising services.
12. **Publication date:** The publishers will use their best endeavours to produce the publication/project on the date specified but not later than three months after such a date. **Entire agreement:** These terms and conditions constitute the entire agreement between the PUBLISHER and the ADVERTISER and override any representation by any staff of PUBLISHER either written or verbal, expressed or implied.

This contract is not subject to cancellation after acceptance