

ADVERTISING TERMS & CONDITIONS - AUSTRALIA

TERMS AND CONDITIONS OF ACCEPTANCE OF ADVERTISING MATERIAL FOR PUBLICATION 1. These terms and conditions apply to all advertisements accepted by the Publisher and any other terms and conditions do not apply unless they are accepted in writing by a Director of the Publisher. 2. Rates are given on the understanding that those shown on the Rate Card current at the time of appearance of the advertisement will apply. 3. All advertising copy submitted by the Advertiser is subject to the approval of the Publisher, which may reject any advertisement without assigning any reason therefore. 4. Copy must be supplied by the Advertiser without application by the Publisher. Failure by the Advertiser to supply copy will mean that copy may be repeated at the Publisher's discretion or the advertisement omitted if no repeat copy is available. In either case, the full cost of the space remains payable by the Advertiser. 5. The word "Advertisement" will be placed above or below any advertisement which, in the Publisher's opinion, resembles editorial matter. Advertisements with too heavy overall backgrounds are liable to be printed "lightweight" and set solid. Care will be taken with key numbers and production but no deduction will be allowed for errors. 6. Omission on the part of the Publisher to insert any advertisement shall not constitute a breach by the Publisher of the advertising order and the Publisher, at its option, may insert the advertisement in a subsequent issue. 7. The Publisher may, at any time, and without notice, cancel an advertising order in respect of any advertisement not inserted by the Publisher, in which event the Advertiser shall pay for all past insertions at the rate applicable thereto. 8. The Advertiser or any Advertising Agency on its behalf upon and by lodging material with the Publisher for publication shall be taken to have authorised or approved of the publication of such material and: (a) acknowledges that it has examined the material for the purpose of determining whether it contains any defamatory matter or constitutes slander of title, infringes any trademark, constitutes the torts of passing off or unfair competition or a breach of copyright or breach of any provision of the Trade Practices Act 1974 (Australia) or the Fair Trading Act 1986 (New Zealand); (b) indemnifies the Publisher, its servants and agents against all liability, claims or proceedings whatsoever arising from the publication of the material and, without limiting the generality of the foregoing, liability for defamation, slander of title, infringement of trademark, passing off, unfair competition, invasion of privacy, breach of copyright or breach of any provision of the Trade Practices Act 1974 (Australia) or the Fair Trading Act 1986 (New Zealand); (c) and warrants that the material complies with all relevant laws and regulations, that its publication will not give rise to any agents, and that the Publisher may rely on the above acknowledgment that the material has been duly examined without need for further inquiry. 9. The Advertiser acknowledges that no guarantee is given by the Publisher to any preferred position requested by the Advertiser or Advertising Agency, and the placing of an advertisement by the Publisher shall not constitute a breach by the Publisher of the contract resulting from the advertising order. 10. Cancellations are required in writing 1 month in advance of the booking deadline. Otherwise the cost of the advertisement will be charged. 11. The interpretation, construction and performance of these terms and the rights and remedies of the Publisher and the Advertiser shall in all respects be by the laws of the State of New South Wales and each party hereby submits itself to the jurisdiction of the Courts of that State and any Courts competent to hear appeal therefrom. 12. Each of the Publisher and Advertiser shall sign such documents and do so such acts and things as are reasonably required to implement these terms and conditions. 13. Production charges will vary depending on the amount of design, typesetting, halftones, etc. and will be charged at current commercial rates. Halftones should be in black and white, glossy prints and logos in bromide form. Production charges are additional to the quoted advertisement price. 14. No responsibility will be taken by Australian NetGuide for Artwork/Proofs left uncollected after 3 months from date of publication. 15. After 1 July 2000, any GST imposed will be added to the above advertising cost. consent to assess credit application under the privacy act 1988 The following provisions of The Privacy Act 1988 are applicable: 1. Notice of disclosure of your credit information to a credit reporting agency by Australian NetGuide. Section 18E (1)-Section 18E (8)(c)-Section 18E (3). 2. Agreement that Australian NetGuide may seek commercial credit information. Section 18L (4). 3. Agreement that Australian NetGuide may seek consumer credit information in relation to commercial credit provided by Australian NetGuide. Section 18K (1)(b). 4. Agreement that Australian NetGuide may use a credit report about me for collecting overdue payments. Section 18K (1)(h). 5. Agreement that Australian NetGuide may seek from or give to other credit providers details about my/our credit worthiness. Section 18N (1)(b). These provisions have been summarised. If you have any particular queries you should refer direct to The Privacy Act 1988 or seek independent legal advice.