

Aspermont Limited Terms and Conditions of Advertising Booking Orders

1. These terms and conditions shall apply to, and form part of, each booking/order/confirmation for advertising placed with Aspermont (the publisher). No person may vary these terms and conditions without the approval in writing of the publisher.
2. Subject to the terms and conditions hereinafter contained, the publisher shall publish all advertising in accordance with the order/confirmation.
3. The advertiser is solely responsible for submitting requested material to the publisher by the due date. Where the publisher is required to carry out artwork on advertisements, the deadline date is to be set seven days earlier than the material due date specified and the agreed changes will be paid for by the advertiser. A signed and dated photocopy proof of the advertisement or approval by email will be sufficient acknowledgement that the advertiser has approved the final artwork
4. The advertiser shall pay to the publisher the total invoice amount for all advertising which shall comprise both the amount shown in the order for advertising space and all other costs or expenses which may be incurred by the publisher at the instance of the advertiser in respect of artwork, authors corrections and otherwise in respect of the order.
5. Payment in full of the total amounts shall be made to the publisher within 30 days of the date of invoice.
6. A penalty of 5% of the total invoice amount will be incurred if the invoice remains unpaid for 60 days or more. Aspermont reserves the right to on-charge any expense and/or costs or disbursements incurred in recovering any outstanding monies including debt collection agency fees and legal costs.
7. Cancellation fees are applicable as follows:
 - A cancellation fee of 25% will apply if your **print booking** is cancelled 14 days or less before the scheduled booking deadline (refer note 1)
 - A cancellation fee of 50% will apply if your **print booking** is cancelled after the nominated booking deadline and before the scheduled production deadline (refer note 1)
 - A cancellation fee of 100% will apply if your **print booking** is cancelled after the scheduled production deadline (refer note 1)
 - A cancellation fee of 25% will apply if your **online booking** is cancelled 30 days prior to the **“go live” date** (loading of ad) for the online advertising.
 - A cancellation notice period of 30 days is required for all **online advertising** after the product has gone live. Aspermont reserves the right to invoice for the duration of the signed contract or up to the point of refilling the advertising position. At a minimum the advertiser will be billed for the 30 days' notice period.

- Any cost incurred by Aspermont for the Production of an advertisement (Print or Online) will be charged to the client in the 1st months billing, regardless of the advertisement going to print, going online or being cancelled.

Note 1 – All scheduled booking and production deadlines as supplied by your Aspermont Sales Executive. Please feel free to contact your representative for further information and clarification.

8. The advertiser acknowledges that the publisher in its discretion shall be entitled to do any of the following:
 - a. decline or cancel any advertisement or series of advertisements to which the order relates without stating any reason;
 - b. postpone the publication of any advertisement at any time or times and from time to time;
 - c. return or destroy all advertising material which remains in its or its printers possession 12 months from the last month of publication of the advertisement to which that material relates, without being required to give notice to any person or agency and without in any way being responsible for loss;
 - d. cut or alter any print or artwork or other materials supplied by the advertiser in order to conform to mechanical requirements, without being responsible for any loss;
 - e. place the word advertisement on any copy which in the publishers opinion too closely resembles editorial matter;
 - f. have the right of refusal to publish, republish or distribute any advertisement material that contain anything which, taking into full account both the nature of the specific readership and generally prevailing community standards, is likely to cause serious offence to the community or a significant section of the community.
9. Advertisements are accepted for publication on the understanding that they comply with current Acts and Regulations concerning advertising in newspapers and magazines. However the publication of any advertisement pursuant to the order is strictly subject to the publisher's approval.
10. The publisher shall not be liable for any loss or damage from the failure for whatever reason of any particular advertisement to appear on any specified date or at all.
11. The publisher shall not be liable in any manner for any loss or damage whatsoever to any, artwork or other materials the property of the advertiser which may be deposited with the publisher for the purpose of fulfilling the order, but such material shall at all times and in respect of all things remain the risk of the advertiser.

12. The publisher will not accept a cancellation of the order whether in whole or in part after the booking deadline date or dates (see the above cancellation timing details in point 6).
13. Where, in respect of any series advertising, copy for any issue is not received by the publisher by the appropriate deadline date, then the publisher shall be entitled to insert in that issue in its place copy previously used for the purposes of the order and to apply the rate applicable to that advertising.
14. Where the order carries a key number, the publisher shall take every care to ensure that the order is dealt with correctly but shall not be required to allow any deduction or compensation in the event of an error on publication.
15. The advertiser warrants that he or she places the order as principal and that he or she shall be personally liable to observe these terms and conditions.
16. Without limiting the generality for clause 9, the publisher shall not be required to accept any advertising material the publication of which may in its opinion contravene any provision of part V of the Trade Practices Act, 1974.
17. The advertiser hereby indemnifies and agrees to hold indemnified the publisher, its servants and agents and each of them against all liability, claims or proceedings whatsoever which may arise from the publications of any material pursuant to the order, and in particular but without limiting the generality of the foregoing, to indemnify and hold indemnified each and all of them against any action for defamation, slander of title, breach of copyright, or infringement of any trademarks, name or logo.