

TERMS AND CONDITIONS

These Terms and Conditions ("Terms") apply to all Advertising.

DEFINITIONS

In these Terms:

'We', 'us', 'our' & 'Western Sydney Publishing Group' means Western Sydney Publishing Group Pty Ltd ABN 32 608 107 857 or any of its subsidiaries.

'Advertiser' & 'You' means the person or organisation placing Advertising and whose name is noted in the 'Legal Entity Name' field in Section 3 of the New Account Form.

'Advertising Order' means a request to us by you to supply Advertising.

'Advertising' means, under an Advertising Order placed by you with us:

- any display, trades and classified advertising in our newspaper publications or in their corresponding supplements ('Newspaper Advertising');
- advertising on our websites ('Online Advertising');
- catalogues, leaflets or brochures or other materials ('Insert Materials') inserted with our newspaper publications ('Insert Advertising');
- any other advertising, marketing or promotional services provided by us ('Other Advertising');
- 'Advertising Material' means all advertising, marketing or other material supplied by you or created by us for the purpose of Advertising including but not limited to electronic files, photographs, illustrations, artwork, transparencies, editorial matter, notes, text or other copy.
- 'Credit' means for an Advertising Order, the provision by us of any Advertising to you before payment by you to us for the Advertising.

PUBLICATION OF ADVERTISING

- You hereby grant to us the right to reproduce and publish in any form and in any medium the Advertising Material you submit to us.
- The positioning, size and colour of Advertising is subject to availability and is at our absolute discretion. Any instructions or conditions you communicate to us including but not limited to the page location, size, colour, separation from competitive products or services, or the placement in close proximity to editorial copy of your Advertising, are requests only and are not binding.
- We reserve the right to change the format of your Advertising and we may shrink or enlarge the size of the Advertising by up to 10% without change to the rates for that advertising.
- We will publish classified advertising under the Classification heading that in our opinion is most appropriate.
- We reserve the right and without giving you notice, to suspend, terminate, amend, withdraw or refuse to publish your advertising and we shall have no liability for doing so.
- We reserve the right not to publish your Advertising without a written order from you.

ADVERTISING MATERIAL

- You agree to submit your advertising material prior to the deadline for us receiving Advertising Material ('Material Deadline').
- You agree to pay the full cost of the Advertising when we fail to publish the Advertising as a result of your failure to provide Advertising Material prior to the Material Deadline.
- We may reject your Advertising Material if it does not comply with our specifications which are set out in a relevant document ('Advertising Material Specifications') which is available to you upon request or may be viewed on our website.
- You must not submit Advertising Material in which you refer to your contact details by way of a post office box or email addresses alone.
- We will place the word 'ADVERTISEMENT' above your Advertising if it resembles editorial matter.
- You are responsible for the correctness of all Advertising Material. Errors or omissions in, but not limited to address, phone numbers, website addresses and email addresses are your responsibility.
- You acknowledge that we accept no responsibility for:
 - any loss or damage to Advertising Material;
 - the storage or return to you of Advertising Material and you hereby authorise us to dispose of any Advertising Material you submit to us immediately following the publication of the advertising.
 - errors or omissions in Advertising Material.

INSERTS

- The risk for the safekeeping of insert Materials you lodge with us for the purpose of Insert Advertising is with you and you must maintain an adequate insurance policy for such materials.
- If we fail to supply insert Advertising in accordance to your request, our liability shall be limited to the insertion of the your material again in a future edition of our publications.
- Insert Materials received after the deadline for receiving Insert Materials ('Insert Material Deadline') may not be inserted or may incur additional charges.

PROOFS

- You must check any hard-copy or soft-copy proofs of your Advertising we provide to you prior to the deadline for approving proofs ('Proof Approval Deadline') and immediately notify us of any errors in the proofs.
- If you fail to approve the proofs prior to the Proof Approval Deadline we reserve the right to publish the most recent proof we sent to you.
- Proofs will not be provided when Advertising Material is received after the Material Deadline.
- If we fail to provide a proof for any reason, you agree to pay the full cost of the Advertising where it substantially conforms to the Advertising Material you have provided to us.

CANCELLATIONS

- Cancellations or alterations of Newspaper Advertising made after the deadline for placing an Order for Newspaper Advertising ('Booking Deadline') may be charged up to the full quoted cost of Newspaper Advertising.
- Cancellations or alterations of Insert Advertising made after the deadline for placing an Order for Insert Advertising ('Insert Booking Deadline') may be charged up to the full quoted cost of Insert Advertising.
- Cancellations or alterations of Online Advertising made on less than 14 days written notice may be charged up to the full quoted cost of Online Advertising.

DEADLINES

PROPERTY - 5pm Monday prior to Publication

WESTERN WEEKENDER - 5pm Tuesday prior to Publication

INSERTS - 1 week prior to Publication

PAYMENT

- Unless otherwise stated in an Advertising Proposal or Advertising Order, Confirmation, the price for Advertising is set out on our advertising rate-card.
- Unless otherwise stated, all amounts payable for Advertising are exclusive of GST, which must be paid by you in addition to the price of Advertising at the time of payment of the Advertising.
- In addition to the prices stated in the Advertising Order, we reserve the right to charge you fees for:
 - additional costs incurred or additional work we perform as a result of your Advertising Material not complying with our Advertising Material Specifications;

- any additional costs we incur in providing services which you request for the purpose of Advertising;
- the delivery of hard-copy Proofs;
- fees for processing your payments by credit card;
- other charges, fees or disbursements referred to in these Terms and not specified in this clause.

MEASURING ONLINE ADVERTISING

- For the purposes of billing and assessment of Online Advertising, the measurements provided by us are the official, definitive measurements of Online Advertising.

TRADING TERMS

- Unless otherwise agreed in writing by us, credit terms are 7 days.
- We may grant, deny or withdraw credit to you at any time in our discretion.
- You agree to immediately pay us at the time of withdrawal of any credit facilities all outstanding monies in full.
- If the limit of credit we grant is reached, or if your account is overdue we reserve the right:
 - terminate any agreement in relation to any Advertising and credit;
 - to credit any of your payments to meet any accrued default on outstanding monies and the balance applied to reduce the outstanding balance;
 - charge a default penalty at the rate 2.5% per month on all overdue amounts;
 - take proceedings against you for any outstanding amounts and for all costs related to their recovery including but not limited to mercantile agent fees and legal costs incurred on a solicitor/own client basis;
 - decline to make payment of any rebates or commissions otherwise payable by us to you, and such rebates or commissions shall not be offset against any amount owing to us by you;
 - to exercise any other rights at law.

ADVERTISING AGENCIES

- If you carry on business as an advertising agency, you are entering into this agreement for the supply of Advertising in your own right and not as a representative or agent of any third party.

INTELLECTUAL PROPERTY

- You acknowledge that we own the intellectual property in any Advertising Material we create and you agree not to use such Advertising Material for any other purpose other than advertising in our publications or websites without our written authority.

INDEMNITY

- You warrant to us that the Advertising and the publication by us of the Advertising:
 - is true and correct in all aspects; and
 - is not placed on behalf of or does not promote the goods and services of third parties unless you are an advertising agency; and
 - does not infringe any intellectual property or other rights of any third party; and
 - is not obscene, indecent or defamatory; and
 - does not use the name or image of any person without the written authority of that person; and
 - does not contravene any federal, state or territory statute, regulation, industry guideline or other law; and
 - is not in contempt of any court, tribunal or royal commission.
- You hereby indemnify us and keep us indemnified against all claims, proceedings, demands, costs, expenses, losses, damages and liability whatsoever arising from or in connection to your breach of these terms.

CLAIMS

- We will not be liable to you or any other entity whatsoever for any damages or loss suffered by you or any other person under these Terms or in connection with Advertising:
 - being published;
 - failing to or being delayed in being published;
 - of poor print quality resulting from your failure to submit your Advertising Material in accordance with our Advertising Material Specifications;
 - containing errors when the Advertising has relied on instructions you have given to us over the telephone.
- Any error or inaccuracy in your Advertising is to be notified to us in writing within 3 days of the date of publication of the Advertising.
- Our maximum liability under any claim by you against us is limited to re-supply the Advertising or to pay for the cost of re-supplying the Advertising, whichever we determine in our discretion.
- Our liability for publishing Advertising not in accordance with your position, size or colour request will be limited to crediting you for any relevant loading charges explicitly stated in the Advertising Order.

WARRANTIES

- All obligatory conditions and warranties implied by Federal, State and Territory legislation apply. All other implied conditions and warranties are hereby expressly excluded.

CONFIDENTIALITY

- You will keep confidential all information regarding the Advertising Order including without limitation all pricing related to the Advertising.

ASSIGNMENT

- You may not assign any rights or obligations under the Advertising Booking to any third party.

LEGAL

- If any (part of a) provision of these Terms is illegal or unenforceable then it will be severed from these Terms and the remaining provisions of these Terms will continue to apply even in the event that we do not enforce, or delay in enforcing any provision of these Terms, we shall not be construed as having waived that provision.
- You agree to notify us in writing within 1 day of:
 - a change in any information provided by you in this document including owners/directors details or the name of the Advertiser;
 - any legal proceedings issued against you;
 - the appointment of any liquidator, receiver, receiver manager or administrator being appointed to you;
 - any change in the ownership of your business so that if you sell your business and you do not so notify us and we receive an Advertising Order from the buyer of your business you will be jointly and severally liable for monies payable to us for Advertising provided under that Advertising Order.
- These Terms supersede all previous terms and conditions, verbal understandings, representations, agreements or communications between you and us.
- These Terms and each Advertising Order will be governed by the laws of the state of New South Wales and you agree that all Claims relating to Goods provided by us must be determined in the courts of New South Wales closest to our premises.