



## CONDITIONS OF ADVERTISING

### 1 ACCEPTANCE OF ORDERS

- 1.1 All orders placed with **Progressing Business** or quotations accepted by any person or company ("the client") shall only be accepted subject to these Conditions of Advertising and subject to the satisfactory completion and approval of any Account Application. **Progressing Business** may at any time and from time to time alter these Conditions of Advertising and such altered Conditions of Advertising shall apply after notification by **Progressing Business** to the client.
- 1.2 All Quotations are valid only for a period of thirty (30) days and **Progressing Business** may refuse any purported acceptance after that time at its discretion and without being liable to give any reason.
- 1.3 **Progressing Business** shall have the right to vary any Quotation by notice in writing in the event that any legislation or regulation by any Government Authority varies any cost component of the Advertising.
- 1.4 The client acknowledges that it does not rely on any representation made (if any) by or on behalf of **Progressing Business** in relation to the commercial value of services provided by **Progressing Business** and relies entirely on its own enquires and evaluations in relation to the commercial value of any such service.

### 2 INSURANCE

- 2.1 Any materials provided to **Progressing Business** remain the responsibility of the Client.
- 2.2 Notwithstanding delivery of materials by a client to **Progressing Business** all risk in the materials shall remain with the client and the client shall indemnify **Progressing Business** against any loss or damage to the materials and shall effect and be liable for such reinstatement and replacement insurance in respect of the materials as the client deems necessary.

### 3 CLIENT MATERIALS

- 3.1 Sketches, drawings, layouts, copyrighting or designs and other work and materials furnished by or adapted by **Progressing Business** and any blocks, negatives, dyes, plates, colour separations or software programs or adaptations thereof by **Progressing Business** shall remain the exclusive property of **Progressing Business** and no use shall be made and no idea obtained therefrom shall be used without the written permission of **Progressing Business**. The client warrants that any reproduction by **Progressing Business** of any matter provided by the client shall not contravene the rights of any third party.
- 3.2 The client and/or agents acting for and behalf of the client upon and by lodging material with **Progressing Business** for publication of any material indemnify **Progressing Business** its servants and agents against all liability claims or proceedings whatsoever arising from the publication and without limiting the generality of the foregoing to indemnify each of them in relation to defamation, slander of titles, breach of copyright, infringement of trademarks or names of publication titles, unfair competition or trade practices, royalties or violation of rights of privacy and warranty that the material complies with all relevant laws and regulations and that its publication will not give rise to any rights against or liabilities to **Progressing Business**, its servants or agents and in particular that nothing therein is capable of being misleading or deceptive or otherwise in breach of Part V of the Trade Practices Act 1984.
- 3.3 Advertising accepted for publication in **Progressing Business** is subject to the conditions set out in the Advertisement Rate Card and the rules applicable to advertising laid down from time to time by the Media Council of Australia. Every advertisement and all editorial copy is subject to approval by **Progressing Business**. No responsibility is taken for any loss due to the failure of an advertisement to appear according to instructions.
- 3.4 The client shall provide such materials and approve such proofs as required by **Progressing Business** and shall do everything reasonably requested by **Progressing Business** to enable it to provide the service as referred in any Quotation. For multiple issue advertisements **Progressing Business** reserve the right if copy change is not submitted by closing date of current edition, the previous copy will be run.

### 4 PLACEMENT OF ADVERTISEMENT AND EDITORIAL

- 4.1 **Editorial:** All copy submitted is subject to appropriate editing and will be placed at the discretion of **Progressing Business**.
- 4.2 **Advertisements:** The positioning and placing of an advertisement within the accepted classification is at the discretion of **Progressing Business** except where specifically instructed and agreed upon by **Progressing Business**.

### 5 TERMS OF PAYMENT

- 5.1 An official order or a deposit of 50% of the TOTAL AMOUNT is required when the advertisement is placed. The remainder is due and payable at production of proof or 7 days from the date of the invoice.
- 5.2 All invoices are nett 7 days from date of issue. Payment by Credit Card is acceptable; a charge of 2.5% will be made for credit card payments.
- 5.3 Interest at the rate of 1.5% per month or part thereof is payable on outstanding amounts.