

## Terms and Conditions

Southern Chronicles ABN: 64398735800

Our Advertising Terms and Conditions set out our standard terms and conditions for advertising products and services we supply to advertisers in our publication.

### For Business Advertisers, Personal/Private Advertisers + Content Providers

Every advertiser and advertising agency (“you”) who submits an order for advertising with the Belmont Chronicle, agrees to these terms and conditions. Your order and these Terms and Conditions form the basis of a contract between you and the Belmont Chronicle for the provision of the advertising ordered by you.

By submitting advertising material to Southern Chronicles or authorising or approving the publication of advertising material by Southern Chronicles on your behalf, you warrant that the advertising material complies with all relevant laws and regulations and that its publication will not give rise to any claims or liabilities against Southern Chronicles, our partners, directors, employees or agents. Without limiting the above, you warrant that the advertising material submitted, authorised or approved by you does not breach or infringe the Trade Practices Act, the Fair Trading Acts of relevant States of Australia or equivalent or other sale of goods legislation; any copyright, trade mark, obligation of confidentiality or other personal or proprietary rights; any law of defamation, obscenity or contempt of any court, tribunal or royal commission; State or Commonwealth anti-discrimination legislation; the Privacy Act; or any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance of the Commonwealth or any State or Territory).

By submitting advertising material to Southern Chronicles or authorising or approving the publication of advertising material by Southern Chronicles on your behalf, you warrant that advertising material submitted complies with any standard, guideline or requirement specified by Southern Chronicles and notified to the client from time-to-time. Does not infringe copyright, trademark, obligations of confidentiality or other legal rights of any person. Is not false or misleading and is true in substance and in fact.

By submitting, authorising or approving advertising material for publication by Southern Chronicles, you indemnify Southern Chronicles and our partners, our directors, employees and agents against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication of the advertising material. Without limiting the generality of the above, you indemnify Southern Chronicles and our partners, our directors, employees and agents against any costs, expenses, losses, damages, liability and claims suffered or incurred and arising from your breach of these Terms and Conditions and any negligent or unlawful act or omission by you in connection with the advertising.

We exclude all implied conditions and warranties from these Terms and Conditions, except any condition or warranty (such as those implied by the Trade Practices Act) that cannot be excluded (“non-excluded conditions”). We limit our liability for: breach of any non-excluded condition (to the extent that liability for such breach can be limited); and any other error or omission in publishing caused by us; to (at our option) re-supply of the advertising services affected by our breach or payment of the cost of re-supply. Subject to the above, we exclude all other liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with these Terms and Conditions and any advertisement published by us, whether that liability arises in contract, tort (including by our negligence) or under statute. Without limitation, we will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.

Southern Chronicles may, without prior consultation or notice to you, amend your advertisement in any way whatsoever, if Southern Chronicles believes that the publication of your advertisement would be offensive, in breach or any law, in breach of any pre-existing agreement we have with a third party or in breach of a third party’s rights. If we amend your advertisement, this will not reduce the price agreed for publication of the advertisement.

We may change these Terms and Conditions at any time without notice to you. Those changes will apply to the provision of advertising services after the date the change becomes effective. You and we will be bound by the Terms and Conditions that are current as at the date of your order.

These Terms and Conditions represent the entire agreement between you and us in relation to the advertising services and cannot be varied except by agreement in writing signed by one of our authorised officers. No purchase order or document issued by you will vary these Terms and Conditions. We will not be liable for any delay or failure to publish your advertisement that is caused by a factor outside of our reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint). Publication dates may vary due to local, state or National public holidays. We may serve a notice or any court document on you by

forwarding them by prepaid post or facsimile to your last known address.

#### Quotations

Any written or verbal quotation provided by Southern Chronicles, whether in the form of this media kit or otherwise, is an invitation and does not constitute a contractual offer. All such quotations lapse 7 days after issue, but Southern Chronicles may vary or withdraw any such quotation at any time.

#### Packages

All/Any packages made available by Southern Chronicles are priced as promoted. No further discounts will be extended or entered into. Packages are an exclusive offer that fall separate to all/any pricing/discounts offered in the standard Rates Card unless otherwise outlined.

Where design is included, our standard 'Artwork Services' conditions apply. One concept and one initial set of alterations are included at no further charge. Additional alterations are billed at \$10 per set of changes on/after the initial concept. Where a new concept is required throughout the booked term, standard design fees will apply (\$50 per concept, inclusive of one set of alterations. Additional alterations are billed at \$10 per set of changes on/after the initial concept).

Packages are offered with "Standard Placement" unless otherwise outlined. Premium Placement is made available (at an additional cost) in line with the standard conditions as outlined in the Rates Card.

Unless otherwise specified, design fees may apply. Credit Card charges do apply.

#### Booking + Cancellations

- The client may, at any time, make a booking. A booking confirmation will be issued with respect to the booking.
- The client may cancel all or part of a booking if written notice is given to Southern Chronicles before the publication print date. Where a booking is cancelled mid-term, all/any package discounts will be recovered and offset by any payments paid in advance, becoming due and payable at the time of cancellation.
- If client cancels all or part of a booking after the print date Southern Chronicles is entitled to payment in full for the booking.
- An administration fee of \$100 will apply to all cancellations.

If Southern Chronicles fails to issue a booking confirmation but provides the services requested in that booking, these terms bind the client as if a booking advice had been issued.

#### Advert Design and Content

Advertisers are responsible for supplying the advert in the correct format by the advertised DEADLINE. Adverts that require corrections or alterations will be made at our discretion to ensure our standards and print deadlines are met. The advertiser will pay the cost of such corrections or alterations unless otherwise agreed in advance.

If advert content is not supplied by our deadline we reserve the right to publish the most recent advert used, allocate the booked advertising space to another advertiser or with content of our choice. The advertiser will still be billed for the booked advertising space. If advert content is received by us after the relevant deadline and causes your campaign to be delayed, the publication of the advertisement will be considered to have commenced on the commencement date specified in the order. It is your responsibility to arrange and manage third party suppliers and provide such third party with the creative and lead time requirements. We will not compensate you where campaigns are affected or delayed in any way by third party supplier problems.

Any artwork images or text supplied and/or designed by Southern Chronicles on behalf of the client will remain the property of Southern Chronicles and/or its supplier. They will not be made available for use in other publications or advertising mediums without the Southern Chronicle's written permission.

#### Creative Services

Where Southern Chronicle provides creative services to the client, the client acknowledges that:

- Southern Chronicles does so as agent for the client and that client is solely responsible for the advertising material which is the subject or product of such creative services, including their compliance with applicable laws, regulations and codes of conduct, and
- Any text, images and logos that the client wants to include in an advertisement being created by Southern Chronicles must be provided to Southern Chronicles at the client's cost within the timeframes notified by Southern Chronicles to the client.

Artwork Designed by Belmont Chronicle:

- Design briefs must be emailed to [kate@southernchronicles.com.au](mailto:kate@southernchronicles.com.au) on/before the booking DEADLINE.
- By supplying text, images and other data for inclusion in a client's advertisement, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.
- Southern Chronicles is not responsible for poor quality images or incorrect spelling supplied by the client.
- Design will commence once payment and design brief have been received.
- The client will receive a proof within 24-48 hours unless notified otherwise. The client must review the details carefully and advise by return email of your approval and/or alterations.
- One set of alterations are included at no further charge on the initial concept. Additional alterations are billed at \$10 per set of changes.
- The client must carefully check the supplied artwork (spelling, phone numbers, logos, etc) and notify the designer if there are any errors.
- Once the proof is approved by the customer, Southern Chronicles is not liable for errors discovered after printing.
- Standard design fees will apply where alterations are required after the initial concept; at a later stage and/or throughout the booked term.
- Southern Chronicles offers an affordable, no frills design service. Alternatively, we recommend using our creative design partner. Ask us for details. Additional fees apply.

#### Submitting your own Print-Ready Artwork:

- Artwork (correct to specification) must be sent to [kate@southernchronicles.com.au](mailto:kate@southernchronicles.com.au) on/before the material deadline.
- Artwork submitted for print must be print ready with no adjustments required. If artwork requires modification, artwork fees will apply.
- It is the responsibility of the client to submit high quality, print ready artwork. Southern Chronicles will publish artwork that is supplied by the client. The client is liable for the quality of the artwork submitted. Southern Chronicles remains exempt from any liability or responsibility for poor quality results relating to the artwork supplied
- By supplying artwork, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

#### Payment

You must pay Southern Chronicles for the advertising services in accordance with the terms of your booking. Southern Chronicles will invoice you in advance, per month or per booked term. All rates and charges quoted are, unless expressly stated otherwise, inclusive of GST.

Failure to pay by the agreed date may result in late fees being added to your account and/or proceedings being taken against you to recover any overdue amount including costs in relation to any action taken against you by Southern Chronicles. Advertising rates are subject to change. Price Lock Guarantee is honoured for bookings that are paid ahead for a set period, when rates are increased. The rate increase will come into effect at the expiry of the pre-booked and paid term.

#### Delay You Pay/ Auto-Renew/ Direct Debit

Direct Debit via Credit Card (Visa/Mastercard) is available inline with the following conditions. A \$10 administration/ set-up fee applies.

Delay your Pay is available for bookings or packages that exceed \$1000 for the term. Payments are debited on the first (1st) of each month, in advance for the duration of the booked term.

Auto-Renew is available for packages under \$1000, offering the flexibility of automatic renewal. Payments are debited on the first (1st) of the month, in advance, ahead of the renewal period (3,6 or 12 months).

Clients will be notified by email of the payment schedule at time of set up. It is the clients responsibility to ensure that there is sufficient available credit in the account on the payment date. Please advise us of any changes to your credit card details, including account number, type and expiry date at least two (2) business days prior to the scheduled payment date. If the payment date falls on a day other than a Business Day, the payment will be processed on the next Business Day. A fee may be applied for dishonoured payments, we may also cancel the Direct Debit and suspend your advertising at any time and/or we may attempt to debit the payment again from your account. Customer records and account details are kept confidential and are stored securely via an electronic payment gateway portal via National Australia Bank BPoint facility. By giving verbal confirmation to Southern Chronicles you authorise us to arrange for

funds to be debited from your credit card in accordance with the terms outlines above. For all matters relating to cancellation, alteration or suspension of the arrangement, contact should be made directly with us by phone 0411984210 or email [kate@southernchronicles.com.au](mailto:kate@southernchronicles.com.au).

#### Personal Guarantee + Authorisation

Upon completing any or a combination of the following actions you accept you personally are both responsible and authorised to sign the contract, ensure the bill is paid and/or submit content on behalf of the business or organisation you represent:

- Signing and executing Southern Chronicles advertising contract (by either hard or electronic copy)
- Making payment to Southern Chronicles
- Submitting material or instructions for adverts to Southern Chronicles

If the business you own or represent closes or is sold, the signatory of the contract remains responsible for payment of any amounts owing as per the contract. The contract can be transferred to the purchaser if both the purchaser and Southern Chronicles approve the transfer. If you fail to pay for the advertising services in accordance with your order and these Terms and Conditions or if you commit an act of bankruptcy, become insolvent, have a receiver or administrator or liquidator or manager appointed over any of your assets or if you resolve to wind up your company, then we may, at our absolute discretion, cancel any current advertising campaign and terminate any agreement for advertising that is yet to be published and take proceedings against you to recover any overdue amount including costs in relation to any action taken against you by Southern Chronicles.

#### Conditions Relating to Services

- Southern Chronicles may refuse to accept any advertising material, or cancel or reschedule any booking or refuse to provide any services in its absolute discretion.
- A booking must not be resold or sub-licensed by the client, or used other than for advertising material referred to in the applicable booking advice.
- Southern Chronicles makes no warranties in relation to proximity or advertising material in a publication relative to advertising material relating to competing products or services.
- The client consents to Southern Chronicles possibly reformatting any advertising material for inclusion in a digital or other derivative version of a publication and warrants that doing so will not infringe any person's rights.

#### Warranties

The client warrants to the Southern Chronicles that advertising material lodged with Southern Chronicles whether or not the Southern Chronicles provided creative services in relation to that advertising material):

- Complies with all laws, statutes, regulations, codes of practice and any standards applicable to publication of the advertising material and determined by any relevant regulatory agency or industry self-regulatory body
- Complies with any standard, guideline or requirement specified by Southern Chronicles and notified to the client from time-to-time
- Does not infringe copyright trademark, obligations of confidentiality or other legal rights of any person
- Is not false or misleading and is true in substance and in fact
- Does not contain anything which may give rise to any cause of action by a third party against Southern Chronicles, including without limitation material which is defamatory or obscene or which otherwise causes injury or damage to any person.

#### Distribution

Southern Chronicles publications are distributed by independent contractors who are not directly supervised by the Southern Chronicles. As distribution is of KEY importance to Us and You, delivery audits take place on a regular basis to monitor delivery rates.

Southern Chronicles has very strict policies, procedures and expectations with respect to the on-time and reliable delivery of all publications. Southern Chronicles does not accept responsibility for any delays or incorrect or failed deliveries.

The Customer acknowledges and agrees that:

The publications may be distributed together with other advertising materials.

Southern Chronicles does not guarantee full distribution of all publications to all households within the agreed distribution areas, and accepts no liability for any failure to deliver to all households within agreed distribution areas, due to 'isolated' means or matters outside the control of Southern Chronicles. Factors outside the control of Southern Chronicles may include health and safety issues, hazardous conditions, adverse weather conditions, accessibility of

letterboxes, signs on letterboxes and the independent nature of Southern Chronicles distribution contractors may also adversely affect distribution; despite every effort to avoid all/any of those outlined.

The Southern Chronicle's dwelling counts by suburb or distribution area are estimates only, may not be accurate, and may change from time to time due to the nature of ongoing growth in/around each community and its surrounds. While Southern Chronicles suggests that distribution will take place on the FIRST WEEK or every month of publication, Southern Chronicles does not guarantee when delivery and distribution shall take place. The specific days and times of the provision of services during the period allocated for the Services shall be at the absolute discretion of Southern Chronicles.

#### Editorial + Image Submissions

Editorials are included at the Editor's discretion. Editorials will be selected based on their relevance to the local community and are limited by space limitations. Editorials are capped at 250 words and must not contain profanities or be defamatory to an individual or group. We will not consider article ideas, but only finished manuscripts. We reserve the right to edit all submissions for clarity.

The views expressed in editorials are the personal opinions of the submitter. They may not represent the views of Southern Chronicles or any other organisation unless specifically stated. Editorials should be of interest to the community and not used as an advertisement for a business, we refer you to our Rates Card for articles of this nature. Southern Chronicles accepts no liability in respect of any material submitted by users and published by us, and we are not responsible for its content and accuracy.

Photos that accompany editorials are welcomed but are not guaranteed to be included due to space limitations. The author must take reasonable steps to ensure that any material submitted is not defamatory of any person.

Material submitted must be the authors own original work and/or have relevant permissions for publishing granted. The author must own the copyright and any other relevant rights. The authors submission acts as acknowledgment and confirmation of these terms.

#### General

Any failure by Southern Chronicles to enforce any provision of this Agreement shall not be construed as a continuing waiver of any rights under such provision. In the event that any portion of this Agreement is held unenforceable the remaining provisions of the Agreement shall remain in full force and effect.

This Agreement states the entire agreement between the parties with respect to the Service, and all prior or contemporaneous agreements are merged herein and superseded hereby. ANY RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.