

The Coupon Magazine Group P/L Trading as Negotiator Magazines; TERMS AND CONDITIONS OF TRADE - July 2021

- A).** In these terms and conditions, "Publisher" means Negotiator Magazine, a division of the Coupon Magazine Group P/L and includes its officers, employees & agents. "Advertiser" means the person or organisation placing the advertisement. These terms and conditions shall apply to and form part of each order for advertising placed with the publisher.
- B).** The advertiser shall pay the Publisher the total invoice amount for all advertising which shall comprise.
- 1) The amount shown in the Schedule to the order for advertising space used (as varied in accordance with these terms and conditions).
 - 2) All other costs or expenses which may be incurred by the publisher at the instance of the advertiser in respect of art work, special typesetting, author correction, film positives and otherwise in respect of the order, and
 - 3) All government taxes and/or charges (including GST).
- C). Credit & Payment Terms**
- 1) The Advertiser, where required by the Publisher, shall provide a completed Credit Application form and where applicable also provide Directors and/or Personal Guarantees or security.
 - 2) The publisher reserves the right to use the services of a credit-reporting agency should credit facilities be required by the Advertisers.
 - 3) The Publisher will tender a combined monthly Tax Invoice/Statement that details all current and over due transactions. The advertiser shall pay in full the total monthly Tax Invoice/Statement amount and
 - Where there is a written contract in place, payment to be made in accordance with that contract.
 - Where the advertiser is an advertising agent, within forty-five (45) days from the Tax Invoice/Statement date, or
 - In all other cases, within fourteen (14) days from the Tax Invoice/Statement date
 - 4) Interest may be charged on overdue accounts from the first day of the second month after the month in which the ad was first invoiced at the rate of twelve (12) percent per annum or a two (2) percent more than the prime lending rate of Westpac Banking Corporation as published in the Australian Financial Review on that day, whichever is greater.
 - 5) The advertiser agrees to pay the Publisher for any additional expenses incurred in collecting outstanding debts.
 - 6) An administration fee will be charged to the Advertiser's account every time a cheque is dishonored.
 - 7) Credit facilities may be withdrawn on overdue accounts at the company's discretion without notice.
- D).** Any dispute arising from any advertisement placed for the publication with the Publisher must be lodged with the Publisher within 7 days of the publication issue date.
- E).** The Publisher reserves the right to refuse, withdraw, amend or otherwise deal with all the advertisements without explanation. In the event of any occurrence which is beyond the control of the Publisher, the Publisher reserves the right to suspend or cancel any or all publications or editions without notice until such time as said occurrence has been resolved
- F).** Any forward bookings are subject to rate adjustments which may be introduced by the Publisher.
- G).** The provision of editorial does not form a part of this agreement and shall be provided at the absolute discretion of the Publisher. The total invoice statement amount is for the publishing of the advertisements only or as otherwise agreed in accordance with this agreement.
- H).** The publisher reserves the right to charge a late copy fee for material received after the booking deadline for any publication.
- I).** In the event of contra, if the Advertiser fails to provide all or part of the service that it has offered in return for the Publisher's placement of the advertisements in the publication as agreed, the advertiser shall be liable to pay for all the advertisements at the Publisher's usual standard rate plus any damages incurred.
- J).** The Publisher will not accept a cancellation of the order whether in whole or in part a minimum of 14 working days prior to the next artwork deadline date; or 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. All cancellations must be in writing to the Publisher.

Signature _____ Date: ____ / ____ / _____

- K).** Where a negotiated loyalty rate or discounted rate has been applied, and the client elects to repudiate/ cancel the contract, cancellation fees will apply. The cancellation rate will apply calculated on either 90% of the card rate plus GST or the discounted rate already applied plus GST whichever is the lower for the remainder of the term already agreed upon.
- L).** The facility exists for a client to temporarily suspend their advertising commitment. In this instance the client must give 14 clear working days notice before the artwork deadline of their intention to suspend their commitment. The client will be permitted one (1) suspension per contract period for one (1) edition only before the commitment is resumed.
(Please Note: At the time the client wishes to resume advertising the availability of advertising space may not permit resumption at the due time. The client will be so advised and informed of the next available publication date.) The absence of available space does not absolve the client of their obligation to their contract and this clause.
- M).** Any views expressed in articles and advertisements appearing in the Publication are not endorsed by the Publisher.
- N).** No responsibility is accepted by the publisher for the accuracy of any information contained in any articles or advertisements and The Negotiator offers no guarantees as to responses or the success or otherwise of advertisements placed in its magazines.
- O).** The Publisher shall not be required to accept any advertising material, the publication of which may, in its opinion contravene any provision of the Trade Practices Act, 1974.
- P).** The Publisher reserves the right to use any copy, images or photographs supplied by any means by the Advertiser, either directly, by consent or provided by the Publisher on behalf of the Advertiser. 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 publication 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 trade mark, name or description, invasion of any trade mark, name or description, invasion or privacy or breach of any provision of the Trade Practices Act, 1974.
- Q).** Requested positions within the Publications are subject to the Publisher's approval. Should the requested position be unavailable, the Advertiser is still liable for, at a minimum, the base rate applicable to the advertisement.
- R).** The Negotiator Magazine will take all efforts to ensure its clients have product exclusivity in their advertising in the magazine, but makes no promises in this regard. We will not be legally liable or accountable if there is a conflict of products or services in any part of any of The Coupon Magazine Group publications. Where there appears to be a conflict of products or services, Negotiator Magazines will give them the opportunity to change their artwork. Please note that a search on the Negotiator Magazines website/app might result in a display of multiple businesses of the same nature that are currently advertising in their respective areas or editions (This is not to be considered as breach of exclusivity). For the purpose of product exclusivity, advertisements for shopping centres will not be treated on individual store basis. Conflict between an individual store listed in a shopping centre advertisement and another listed store or advertiser of similar product/service in the same magazine will not be considered a breach of exclusivity. The Negotiator Magazines will not be responsible or liable for any advertisements supplied directly by the shopping centre's Centre Management.
- S).** The Advertiser hereby agrees that all or any litigation that arises from this agreement, either for civil claims, damages or breach of contract, shall be subject to the jurisdiction of the appropriate courts in the state of New South Wales and shall be heard in New South Wales.
- T).** In any instance where there is a written contract in place between the Advertiser and the Publisher, then the terms and conditions applicable to that contract will apply. Please note that the terms and conditions are subject to change without notice.

I hereby accept and agree to be bound by the Coupon Magazine Group Pty Ltd Terms & Conditions of Trade, which I acknowledge having read.

Name: _____ Company: _____ Position: _____

Signature _____ Date: ____ / ____ / _____