



Advertising Terms and Conditions

Gay and Lesbian Community Publishing Limited ACN 003 397 582 trading as SSO Media (hereafter referred to as “the publisher”) provides that the following terms and conditions shall apply to all advertising booked in any product produced by the publisher.

1 ADVERTISING BOOKINGS

a All advertising bookings must be confirmed by a signed Advertising Contract form, or an email authorisation.

b Confirmation of advertising bookings will not be accepted by telephone.

c The publisher reserves the right to alter without notice any advertising rates not confirmed by contract between the company and the advertiser.

d Placement of an advertisement is at the discretion of the publisher unless a preferred position is specified by the advertiser, is available and is specifically agreed to by the publisher.

e Where advertisers are granted a discount advertising rate, discount does not necessarily apply to advertising in excess of the contractual agreement.

f Placement loadings are not refundable unless notification is given in writing 7 days prior to publication. See cancellations.

2 ADVERTISING LIABILITY

a Advertisers are responsible for all their advertising content under the Trade Practices Act, State and Federal Legislation and shall indemnify the publisher against any claims, suits, damages, costs or any legal proceedings arising as a result of advertiser’s content.

b The publisher accepts no liability for the accuracy or copyright ownership of digital camera ready advertising artwork or part thereof provided by the client.

c The publisher reserves the right to accept or reject advertisements and to place the word “Advertisement” on any material which may otherwise be construed to be editorial copy.

d The Publisher will use reasonable endeavours to produce the advertisement in accordance with the client’s advertising contract form however the publisher is not liable to the client for any changes to placement that may be necessary from time to time at the Publisher’s absolute discretion.

3 CANCELLATIONS

a Any cancellation of advertising bookings must be made in writing prior to our published advertising deadlines. Notification of cancellation does not release the advertiser from their responsibility as the publisher must give express permission for the cancellation to take effect. Advertisers are liable for the full value of advertising space cancelled thereafter. This clause does not override advertising contracts endorsed as ‘No Cancellations Allowed’.

b Advertisers are liable for the value of all artwork preparation prior to cancellation of advertising.

c Where the publisher permits an advertiser to cancel a multiple-insertion booking part way through its run, the publisher reserves the right to revert previously invoiced ads to the standard rate-card rates (plus GST) where a discount has previously been applied and demand payment for that difference in addition to the previously invoiced amount.

d Failure of advertisers to comply with these Terms and Conditions may result in the publisher repudiating this contract.

4 TERMS OF PAYMENT

a Credit accounts are available to approved clients only. Application forms are available through the Advertising Department.

(4. Terms of Payment continued)

b Advertisers who have not applied for and been granted credit accounts are required to make full payment in advance.

c Payment of account is due on the day of publication of the relevant issue. Account trading terms strictly 7 days nett from invoice date unless otherwise arranged. Failure to comply with terms of payment will be considered to be a breach of contract and result in the publisher terminating credit facilities and/or advertising agreements. Overdue accounts referred for collection will incur a collection charge of 10% plus GST. Legal action will be taken against debtors who fail to discharge their accounts, to recover monies payable and all service and legal costs accrued.

d Advertisers applying for credit accounts authorise the publisher the right to assess their credit worthiness with credit providers and agencies.

e The Publisher reserves the right to charge interest on accounts which are not discharged in accordance with their trading terms. Interest will be charged at the bank rate applicable at the time.

f From 1/7/8 a 3% surcharge will apply to all Amex payments.

5 ADVERTISING ARTWORK PREPARATION

a All advertising placement charges are calculated on the basis of client provision of digital artwork.

b All artwork produced by the publisher will be charged at current rates unless alternative arrangements are specifically negotiated by the Advertising Manager. All such alternative arrangements shall be confirmed in writing.

c Where the publisher waives the cost of artwork production, the artwork remains the copyright property of the publisher for use exclusively in its publications.

d All specifications for artwork must be notified to the publisher by the date specified on the Advertising Deadlines form.

e Final artwork proofing is the responsibility of the client and must be made at least 24 hours before publication deadlines.

f The publisher accepts no liability for errors in artwork production where the client has failed to specify or proofread finished artwork by the appropriate deadline.

g The publisher accepts no responsibility for the accuracy of advertising copy or corrections to proofs taken over the telephone.

h The publisher reserves the right either to hold over advertising to the subsequent publishing date or to use its discretion in specifying advertising details where the client has failed to meet deadlines or to provide comprehensive, unambiguous instructions. The publisher’s decision as to whether instructions are satisfactory is final.

i Advertising artwork supplied by the advertiser shall be held by the publisher at the advertiser’s risk and shall be collected by the advertiser within 14 days of its final scheduled publication. No responsibility will be accepted for advertisement artwork not collected within 14 days.

j Initial artwork charges do not incorporate a charge for “author’s modification” either resulting from “second thoughts” or subsequent to the initial usage of the artwork. All such costs will be invoiced as production charges.

6 JURISDICTION

This Contract is governed by the law of New South Wales and parties submit to the non-exclusive jurisdiction of the courts of New South Wales.