

YOU'RE IN!



IN BOOKING FORM

COMPANY: DATE.....

CONTACT:

ADDRESS:

PH: M:

EMAIL: CLIENT MANAGER:

BOOKING DETAILS:

SIZE	NUMBER OF EDITIONS	POSITION PREFERENCE	POSITIONAL LOADING	PRICE (EX GST) (PER EDITION)	TOTAL (INC GST) (PER EDITION)
OTHER					

Please note bookings will only be accepted on receipt of signed, written form. This contract for advertising is between the company named above (the advertiser) and *IN Noosa Magazine*.

The above outlined advertisement is to appear in **ISSUE/S #** (list all issues)

- Please repeat existing material from **ISSUE #**
- I/We require artwork. Please contact us to assist.
- I/We will provide completed artwork to the specifications outlined in the *IN Noosa Magazine* Media Kit.
- Please tick if you are interested in providing a giveaway in the magazine.
- Please indicate how many copies of *IN Noosa Magazine* you would like to receive

PAYMENT: 14 DAY PAYMENT TERMS

PLEASE ISSUE INVOICE TO: **NAME:****PHONE:**

EMAIL ADDRESS:

CREDIT CARD OPTION – pay online at www.innoosamagazine.com.au or phone 0414 436 732.

AUTHORISATION

Iauthorise this advertising contract and agree to abide by the terms and conditions of the agreement. A copy can be provided to you on request.

Signed: Date:

If returning this form by email, attach the completed form (without your signature) to an email stating in the email that you agree to the terms on the Booking Form.

TERMS & CONDITIONS

Your agreement with *IN Noosa Magazine*

These terms and conditions form the basis of our commercial agreement.

ADVERTISING ETHICS

1. You agree and warrant in relation to any material provided to us for use in any advertisement that:
 - a) You are the owner of any copyright or other intellectual property right in the material and/or you have all necessary licences to use any third party copyright or other intellectual property included or reproduced or adapted in your material (including, without limitation, any moral right or performer's right, trade mark, trade indicia or slogan);
 - b) The material does not infringe any state or federal statute or regulation or compulsory or voluntary industry code of conduct, including, without limitation, the Trade Practices Act, 1974, the Privacy Act, 1988, the Australian Association of National Advertisers (AANA) Advertiser Code Of Ethics any act or regulation dealing with defamation, indecency, censorship, advertising standards or self regulation;
 - c) The material shall not include any defamatory, libellous, indecent, pornographic, offensive, threatening, false or disparaging content.
2. Advertisements must accurately reflect the product and or service being advertised.
3. Material which, in the publisher's opinion, could be considered inappropriate will be censored or omitted from the publication. Where possible you will be advised to supply alternative copy. Point 10 shall apply if new copy is not received by copy deadline date.
4. Advertisements are subject to the publisher's approval and must always be recognisable as such and not resemble editorial material.
5. All claims made in advertisements must be capable of being supported by appropriate evidence and must be made available to the publisher upon request.
6. The publication of an advertisement by the publisher does not constitute endorsement of the advertiser, its products or services.
7. IN Noosa magazine reserves the right to refuse advertising that is inconsistent with IN Noosa magazine editorial, advertising policy or for any other reason.

SERVICE AGREEMENT

8. Our agreement with you also includes your booking confirmation form which you complete and provide to us. By signing the booking form, you commit to the space reserved and agree to the terms and conditions of booking herewith. This agreement will commence on the date of its signing by us and continue until the completion of the publication of the advertisements booked.
9. The services (the "Services") provided include:
 - a. the publication of your advertisement(s) in our publication(s) on dates agreed from time to time and subject to available space in any relevant publication; and
 - b. upon request, the provision of artwork and layout design and production services. Where we provide these services, the artwork remains the property of IN Noosa magazine unless otherwise agreed.
10. Space reserved by an advertiser must be paid in full where the advertisement is not published due to an act or omission by the advertiser. This includes advert copy that arrives after publication deadline date.
11. The publisher reserves the right to increase advertisement rates at any time or to amend the terms and conditions at any time, and we will notify you of any changes when they happen. Copies of the rate card are available from us at any time, upon request.
12. The publisher will not be liable for any loss or damage caused by amendment, error, late publication or non-publication from any cause whatsoever.
13. The publisher will not accept liability for any error on the part of third parties or inaccurate copy instructions.
14. The publisher reserves the right to publish the most appropriate copy should copy instructions not be received by the stipulated time.
15. Repeat adverts. If IN Noosa magazine is asked to repeat an advert, we will always use the most recent copy published unless instructed otherwise.
16. Series bookings may subject to a discount or bonus inclusions. Cancellation of the series at any time will result in the forfeiture of the discount and bonuses and may be charged retrospectively on any previous adverts which benefitted from the discount.
17. You agree that you are solely responsible for the quality and accuracy of any artwork provided by you. Neither the publisher or its contractors and sub-contractors shall be liable for any consequential loss arising from non-publication of advert or from any errors or omissions contained in published copy/advert.
18. You hereby indemnify IN Noosa magazine and agree to keep it indemnified against any loss or damage (including legal costs on a client/own solicitor basis) for any breach by you or your servants or agents.
19. You must provide your artwork by our deadline, in the format and to the quality advised by us in our media kit. Failure to do so may result in the advertisement not being printed or not being printed in the position requested or may affect the quality of the advertisement.
20. Where we provide the services set out in Clause 9b you agree that you are solely responsible for checking and approving the accuracy and/or quality of the artwork produced and agree that signing and returning our artwork approval form is conclusive evidence that you have approved any such artwork for publication. If you fail to approve any such artwork within [24 hours] prior to publication deadlines you agree that you are deemed to have approved such artwork and we will not be liable for any errors it may contain.
21. Subject to any express written agreement to the contrary, you agree we may change the position of your advertisement or other copy where we consider it desirable for any editorial, layout or legal requirements of our publication. If this needs to be done, we will use our best efforts to place your advertisement in a suitable alternative position and, subject to time constraints, to notify you of our decision prior to publication.

CHARGES AND PAYMENT

22. You agree during the term of this agreement:
 - (a) to be charged for the services we provide to you at our current prices from time to time;
 - (b) that we can pass on to you the full amount of any taxes payable on the charges and GST;
 - (c) Payment for all advertising is due on receipt of booking unless a credit account has been opened. Credit can be extended subject to satisfactory credit checks. Credit Account Invoices for display advertisements must be settled within 30 days of issue.
 - (d) To pay any legal costs we may incur in recovering payment of our account on a full indemnity basis.
23. We regret cancellations cannot be accepted after booking. Space reserved for which no artwork or copy is received by copy deadline date will be charged at the agreed rate as stated on the booking form.
24. (a) If you dispute in good faith an amount in the account, you must notify us in writing within fourteen days setting out reasons for the dispute and the amount in dispute. Notwithstanding any dispute as to any amount of any charge, you must pay the undisputed amount of each account by the Due Date.
(b) If you do not pay the account by the Due Date, then we may charge an administration fee of \$20 per month or part thereof or 1.5% per month on the outstanding amount of the invoice and suspend all or part of your Services pending payment of outstanding amounts on the account.
(c) Rejected cheques will be automatically charged back to the customer's account. A charge of \$20 is charged for dishonoured cheques.

AMENDMENTS TO TERMS AND CONDITIONS

Without limiting clause 22 (above), we may vary, alter, replace or revoke any of these terms and conditions.