

# The Dingley Dossier Advertising Terms and Conditions

These terms apply to all advertising provided to any person ("Customer") by Dingley Village Neighbourhood Centre Inc. ABN 71 463 442 675 ("The Dingley Dossier").

Customer includes an advertiser on whose behalf Advertising is placed and any media company or agency that arranges the Advertising for its clients.

## Rights of The Dingley Dossier

Advertising accepted for publication in The Dingley Dossier is subject to the conditions set out here and the rules applicable to advertising laid down from time to time by the Media Council of Australia.

The Dingley Dossier reserves the right to reject any advertisement. All advertisements are accepted subject to The Dingley Dossier approval, without prejudice, in every respect with regard to material, layout or otherwise and may be modified or altered at The Dingley Dossier discretion if the material supplied is not in accordance with the specifications.

The Dingley Dossier will use reasonable efforts to publish Advertising in the format and in the position requested by the Customer. However, the positioning or placing of an advertisement is at the discretion of The Dingley Dossier who reserve the right to change for layout purposes.

Where sizing of advertisement is enlarged for layout purposes Customers will not be charged for increased size.

The Dingley Dossier takes no responsibility for incorrect placement of material provided by the Customer that is not accompanied by specific material instructions. The Customer shall pay the cost to The Dingley Dossier of making good any such material to The Dingley Dossier on demand.

The Dingley Dossier shall not be responsible for any loss or damage consequent to the failure of an advertisement to appear in accordance with the instruction given by the Customer.

All advertising material must be supplied to The Dingley Dossier, in accordance with the specifications by the Advertising Deadline. If material is not supplied by the Advertising Deadline, The Dingley Dossier reserves the right to repeat the most recent material. Alternatively, the Customer or his agent will be charged for the advertising space as contracted and the space will be filled at The Dingley Dossier's discretion.

All advertising material must be clearly distinguishable as advertisements. If produced in an editorial style, or perception that it is not an advertisement, the word 'Advertisement' must be prominently displayed at the top of the copy. Where not supplied with copy, the publisher will include the word 'Advertisement' above the supplied advertisement.

The decision on whether an advertisement, requires clarification as an advertisement is at the discretion of the Editor.

The Dingley Dossier reserves the right to promote Customers in editorial format at The Dingley Dossier's own discretion.

## Privacy

The Dingley Dossier collects a Customer's personal information to provide the Advertising to the Customer and for invoicing purposes. The Dingley Dossier does not disclose or sell this personal information unless required to do so by legislation or to third parties to recover amounts owing.

Customers may gain access to their personal information by writing to the Manager, Dingley Village Neighbourhood Centre Inc., 31B Marcus Rd, Dingley Village 3172. Dingley Village Neighbourhood Centre's privacy policy is at [www.dvnc.com.au](http://www.dvnc.com.au)

## **Advertising Deadline**

The Dingley Dossier is published monthly with the deadline being 4 pm on the 15<sup>th</sup> of the month prior to publication.

Advertisements and or Artwork that is not publication ready will not be accepted on the 15<sup>th</sup> of the month.

If Customer fails to provide the copy for a booking by the publication deadline, The Dingley Dossier may, at its sole discretion, still accept the Advertising after the deadline. If the Advertising is ultimately not published because of Customer's failure to deliver the copy in sufficient time after the publication deadline, the Customer will still be charged for the Advertising and Customer has no claim against The Dingley Dossier for credit, republication or other remedy for out of deadline Advertising.

## **Cancellations**

Advertisements cancelled before the booking deadline will incur no penalty.

Advertisements cannot be cancelled after the booking deadline and will be liable for the full amount agreed upon.

## **Rates & Terms**

Rates are as per our Advertising Registration form and as displayed on our website. Rate covers both print and online publication of The Dingley Dossier.

The Dingley Dossier reserves the right to vary rates at any time will and notify in writing all Customer affected prior to implementing new charges.

### **Permanent Advertising**

A Tax invoice will be issued for advertising in The Dingley Dossier once distribution has commenced. Payment is to be made before the 15<sup>th</sup> of the month of the Edition in which the advertisement has appeared.

### **New and Casual Advertising**

All new and casual advertising must be pre-paid.

A Tax invoice will be issued for advertising in The Dingley Dossier once advert submitted or draft advert approved. Invoice must be paid before 15<sup>th</sup> of the month to appear in next edition.

The Dingley Dossier reserves the right to require pre-payment for permanent advertising at it's discretion.

For Customers in arrears see Failure to Pay and other Breach.

A Charge will be levied if The Dingley Dossier must reformat submitted advertisement to make publication ready.

Customer must pay the full price for Advertising even if there is an error in the Advertising unless the error was The Dingley Dossier's fault.

## **Failure to Pay and Other Breach**

If Customer breaches these terms, fails to pay for Advertising or suffers an Insolvency Event, The Dingley Dossier will cease publication of further Advertising until the breach is remedied and if it is not the Dingley Dossier will terminate any agreement for Advertising in the Dingley Dossier.

The Dingley Dossier may also (in its discretion and without limitation):

- a) cancel any provision of credit to Customer.
- b) require cash pre-payment for further Advertising.
- c) charge a late payment fee on all overdue amounts at the rate 10% or \$5 whichever is the greatest.
- d) take proceedings against the Customer for any outstanding amounts.
- e) recover Publishers costs including mercantile agency and legal costs on a full indemnity basis.
- f) exercise any other rights at law.

The Dingley Dossier may withhold any discounts or rebates if Customer fails to comply with its payment obligations.

A written statement of debtor Invoice issued by an authorised employee of The Dingley Village Neighbourhood Centre Inc is evidence of the amount owed by the Customer to the Dingley Dossier.

## **Artwork**

The Dingley Dossier assumes that supplied/finished artwork is made to specifications and is publication ready unless otherwise stated.

The Dingley Dossier is printed in Black and White, with colour option for online version.

The Dingley Dossier will not be held responsible for print quality of artwork provided in colour. Customers should check in greyscale submitted colour advertisements.

The Dingley Dossier will not be held accountable for any colour variations.

Customers will incur a design charge when requiring Dingley Dossier to develop advertising artwork.

## **Specifications**

Hi-res jpeg @300dpi or Hi-res pdf Colour or B&W (please check print quality in greyscale).

## **Submission of Advertising**

Customer warrants to The Dingley Dossier that the publication of the Advertising does not breach or infringe:

- the Competition and Consumer Act (Cth) or equivalent State legislation;
- any copyright, trademark, obligation of confidentiality or other personal or proprietary right;
- any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
- State or Commonwealth privacy legislation or anti-discrimination legislation;
- any financial services law as defined in the Corporations Act 2001 (Cth); or

any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

Customer warrants that if Advertising contains the name or photographic or pictorial representation of any living person and/or any copy by which any living person can be identified, the Customer has obtained the authority of that person to make use of his/her name or representation or the copy.

If Advertising promotes a competition or trade promotion, Customer warrants it has obtained all relevant permits and indemnifies The Dingley Dossier against any loss in connection with the Advertising.

## **Errors**

Customer must promptly check proofs of Advertising (if provided to the Customer by The Dingley Dossier) and notify The Dingley Dossier of any errors in the proofs or in published Advertising.

The Dingley Dossier does not accept responsibility for any errors submitted by the Customer or its agent, including errors in Advertising placed over the telephone.

Customer must send any claim for credit or republication in writing to The Dingley Dossier no later than 7 days after the date of publication of the Advertising.

## **Indemnity & Warranty**

The Customer agrees to indemnify and keep indemnified The Dingley Dossier in respect of all liabilities, losses, damages, costs or expenses whatsoever in relation to any claim, demand, action, suit or proceeding whatsoever brought by any third party arising out of in connection with any material published by The Dingley Dossier on behalf of the Customer.

The Customer warrants to the Dingley Dossier, that all advertising material and information to be submitted at or on behalf of the Customer is such that its publication will not infringe the provision of any law or statute and will not give rise to any claim or right of action whatsoever against The Dingley Dossier, whether at common law or statute.

## **General**

These Terms, with any other written agreement, represent the entire agreement of the Customer and The Dingley Dossier for Advertising. They can only be varied in writing by an authorised officer of Publisher. No purchase order or other document issued by the Customer will vary these Terms.

The Dingley Dossier will not be liable for any delay or failure to publish Advertising caused by a factor outside The Dingley Dossier reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).

The Dingley Dossier may serve notice on Customer by post, email or fax to the last known address of the Customer.

The laws of the State of Victoria govern these Terms and each party submits to the non-exclusive jurisdiction of that State.