THE SOUTH SYDNEY HERALD TERMS AND CONDITIONS OF ADVERTISING

These terms apply to all advertising provided to any person (a 'Customer') by UCA – South Sydney, ABN 98 967 799 049 (trading as 'The South Sydney Herald') or any of its subsidiaries (all of which are referred to as 'SSH').

1. Publishing advertisements

1.1 Subject to these Terms, SSH will use its reasonable endeavours to publish advertising submitted by Customers ('Advertising') in the format submitted by the Customer and in accordance with the placement instructions of the Customer. Please note that advertising includes images submitted for publication.

2. Right to vary format and placement

2.1 SSH reserves the right to:

a)   vary the position of Advertising within the publication; and

b)   change the format of print Advertising (including, but not limited to, changing a format from colour to black and white).

2.2 SSH will endeavour to notify the Customer of any such changes. However, SSH will not be liable for any costs, expenses, losses or damages suffered or incurred by a Customer arising from SSH's failure to publish Advertising in accordance with a Customer's request.

3. Classified advertisements

3.1 SSH will publish classified Advertising under the heading that is reasonably deemed most appropriate. Classified Advertising headings are for the convenience of readers and are determined at the discretion of SSH.

4. Right to refuse advertising

4.1 Neither these Terms nor any written or verbal quotation by SSH represent an offer to publish Advertising. A binding contract in relation to a request for Advertising will only be formed between SSH and a Customer when SSH accepts the Advertising in writing or generates a tax invoice for that Advertising.

4.2 Even if a contract has been formed in accordance with the above clause, SSH reserves the right to refuse or withdraw from publication any Advertising at any time without giving reasons (even if the Advertising has previously been published by SSH).

4.3 SSH reserves the right to reject any advertisement that may conflict with the SSH's position and responsibility in the community it serves.

5. Advertisement content

5.1 The Customer warrants to SSH that the content of the Advertising does not breach or infringe:

a)   the Trade Practices Act (Cth), Fair Trading Acts (State) and equivalent legislation;

b)   State and Commonwealth anti-discrimination legislation;

c)   any copyright, trade mark or obligation of confidentiality;

d)   any law of defamation or obscenity;

e)   any law of contempt of any court, tribunal or royal commission;

f)   the Privacy Act (Cth); and

g)   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.

5.2 If, in SSH's opinion, a Customer submits advertising that looks like editorial material, SSH may publish the advertisement under the heading 'Advertising' and with a border distinguishing it from nearby editorial.

6. Submission of advertising

6.1 The Customer warrants that in respect of Advertising that 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.

6.2 SSH will endeavour to take reasonable care of Advertising material in its custody and control, but will not be responsible for any loss or damage to Advertising material (even if caused by SSH's negligence).

6.3 If the Customer submits Advertising material electronically, the material must comply with SSH's specifications. SSH may reject the Advertising material if it is not submitted in accordance with such specifications.

6.4 Advertising material delivered digitally to SSH will only be accepted if the file includes the correct SSH booking identification number.

7. Errors

7.1 The Customer must promptly:

a)   check proofs of Advertising, if these are provided to the Customer by SSH; and

b)   notify SSH of any errors in the proofs or any published Advertising.

7.2 SSH does not accept responsibility for any errors in Advertising placed over the telephone.

7.3 If a Customer wishes to make a claim on SSH for credit, re-publication or any other remedy in respect of Advertising, the Customer must send the claim in writing to SSH no later than 14 days after the date of publication of the Advertising.

8. Advertising rates and GST

8.1 The Customer must pay for Advertising at the rates according to SSH's Rate Card unless otherwise agreed, at the casual rate.

8.2 Rate Card rates may be varied at any time by SSH without notice.

8.3 If the Rate Card rates do not include GST, the Customer must pay GST at the same time as for the Advertising.

9. Credit

9.1 SSH may grant, deny or withdraw credit to a Customer at any time in its discretion.

9.2 The Customer must ensure that its Customer account number is available only to those of its employees authorised to use it. The Customer acknowledges that it will be liable for all Advertising requested with the quotation of the Customer's account number.

10. Creative services

10.1 Where the creative services of SSH are requested, a proof of the Advertising will be supplied to the Customer.

10.2 The Customer must promptly check proofs of Advertising provided to the Customer by SSH and notify SSH of any errors in the proofs or any published advertising.

10.3 SSH does not accept responsibility for any errors in print Advertising.

10.4 Claims on SSH for credit, re-publication or any other remedy must be sent in writing to SSH at editor@ssh.com. au or PO Box 3288, Redfern, 2016 no later than 21 days after the date of the tax invoice or date of publication of the Advertising (whichever is earlier).

11. Payment

11.1 SSH will provide the Customer with a tax invoice or adjustment note (as applicable) in a GST compliant form.

11.2 The Customer must pay for Advertising:

a)   by pre-payment, if so required by SSH;

b)   if Advertising is on account, within 7 days after the date of the invoice; and

c)   within 14 days after the date of the invoice if a commercial account has been established with SSH.

11.3 The Customer must pay for print Advertising in accordance with the size of the Advertising material lodged by the Customer, or the Advertising space ordered by the Customer, whichever is greater; if the Customer fails to provide the copy or material for space that is booked, the Customer will still be charged unless a cancellation is approved by SSH.

11.4 The Customer must pay the full price for Advertising notwithstanding:

a)   the fact that SSH has exercised its right to vary the format or placement of the Advertising; and

b)   any error or omission in the Advertising (unless the error or omission was the fault of SSH).

12. Failure to pay and other breach

12.1 If a customer fails to pay for Advertising in accordance with clause 11, or if a Customer suffers an 'Insolvent Event' as defined in clause 12.2, SSH may (in its discretion and without limitation):

a)   require cash pre-payment for further advertising;

b)   take proceedings against the customer for any outstanding amounts;

c)   recover from the Customer all costs relating to any action taken by SSH to recover amounts owing for advertising, including without limitation any mercantile agency costs and legal costs on a full indemnity basis.