

Messenger Community News

1. Advertisements placed and accepted for publication are subject to the terms set out in Messenger Newspapers' conditions published in its newspapers from time to time.

2. Receipt of copy shall constitute an order for publication and acceptance of conditions.

3. Messenger Newspapers reserves the right to reject any advertisement it considers unsuitable for publication or decline to publish for any reason at its absolute discretion. Advertisements lodged with Messenger Newspapers must comply with the Advertising Codes of the Media Council of Australia and with the interpretations of the Advertising Standards Council.

4. If Messenger Newspapers publishes an advertisement containing an error or fails to publish an advertisement or distribute the newspaper at a time scheduled, Messenger Newspapers shall incur no liability whatsoever including without limiting generality of the foregoing, liability for negligence of Messenger Newspapers or any employee or agent of Messenger Newspapers beyond an undertaking to publish the advertisement again, however, it is the responsibility of the advertiser or agent to notify Messenger Newspapers of any error immediately after publication and Messenger Newspapers shall not be responsible for any error not notified within seven days.

5. Where no advertising contract is issued, casual rates will be charged to the advertiser.

6. The positioning of advertisements will be at the discretion of Messenger Newspapers without limiting this discretion, and where special arrangements have been made and payment of appropriate loading charges agreed to, Messenger Newspapers will endeavour to position advertisements as requested. Bookings which are in any way conditional will not be guaranteed.

7. Messenger Newspapers have colour available on every page up to a limit of 96 pages. Any pages in excess of 96 may be mono. Advertisements on mono pages will be credited a rebate negotiated with the advertiser, taking into account the publication & size of the advertisement.

8. Any advertisement deemed by Messenger Newspapers to have the appearance of editorial will be enclosed within a border and have the word "advertisement" in 10 point type placed at the top of the advertisement.

9. No responsibility will be accepted for material not collected by the advertiser or agency within 14 days from the day of publication.

10. Where advertising instructions and copy are placed by telephone no responsibility is taken for errors or omissions occurring.

11. The advertiser and any advertising agent warrants to Messenger Newspapers and the newspaper's employees that nothing in the advertising material infringes any State, Federal Law, Common Law or the rights of any person.

12. The advertiser and agency accepts full responsibility for content of advertisements published and agrees to indemnify Messenger Newspapers and its employees and agents against any liability whatsoever which may arise from such publication, including, without limiting the generality of the foregoing, liability for negligence or want of care of Messenger Newspapers or any employee or agent.

13. No advertisement stating that money be sent to a post office box will be published.

14. All accounts shall be charged weekly or monthly to the advertiser or its agent and must be paid to Messenger Newspapers by the due date shown on the invoice/statement ("the due date"). The advertiser agrees to pay to Messenger Newspapers interest on all amounts not paid by the due date at the rate of 1% per month.

15. Should the advertiser's account exceed the payment terms published by Messenger Newspapers, and passed on for collection and or legal action, all costs including debt collection, commission, solicitors' fees and any out of pocket expenses will be the liability of the advertiser. Where payment terms are exceeded and the account is passed on for collection or legal action, Messenger Newspapers may place a default against the advertiser with a credit reporting agency.

16. All advertisements submitted to Messenger Newspapers relating to any election whether Federal, State or Local must comply with the relevant statutes or laws and special conditions which Messenger Newspapers may impose from time to time.

17. All published advertisements will be charged on the size of the material supplied by the advertiser or its agent or the space ordered whichever is the greater.

18. At the Publisher's discretion, Agency commission of 10% of the value of the space reserved may be payable to advertising agencies providing complete material (camera ready) is supplied. If typesetting services are requested by the advertiser/agent a fee will be charged.

19. All advertising (Content) is owned or licensed by Messenger Newspapers or its affiliates and is protected by Australian and international laws relating to copyright and trade marks. As such the Content cannot be used in any manner or for any purpose that is unlawful or in any manner which violates any right of Messenger Newspapers and/or its affiliates. This includes: editing, modifying copy, reproducing, transmitting or distributing any of the content except for a purpose which would reasonably have been intended by Messenger Newspapers and/or its affiliates. Each of the mastheads listed on the Website is a trademark of Messenger Newspapers or one of its affiliates. Nothing contained on the Website constitutes the grant of a licence or right of use of any trademark displayed on the Website.

20. Rates include Goods and Services Tax (GST).

Warranty and Indemnity

21. Advertisers and/or advertising agencies upon and by lodging material with the Publisher for publication or authorising or approving of the publication of any material INDEMNIFY the Publisher, its servants and agents against all liability claims or proceedings whatsoever arising from the publication and without limiting the generality of the foregoing to indemnify each of them in relation to defamation, slander of titles, breach of copyright, infringement of trademarks or names of publication titles, unfair competition or trade practices, royalties or violation of rights of privacy AND WARRANT that the material complies with all relevant laws and regulations and that its publication will not give rise to any rights against or liabilities in the Publisher, its servants or agents and in particular that nothing therein is capable of being misleading or deceptive or otherwise in breach of Part V of the Trade Practices Act 1984.