

Community Newspaper Group

Payment

All advertising must be paid prior to paper deadlines (as set out in the current rate card) except those with established credit accounts. All clients with an established account must pay within the time specified on the invoice/statement. Unless waived in a particular case, interest at FIFTEEN PER CENT (15%) per annum (accruing daily from the date of the invoice) will apply to any account which has been outstanding for more than THIRTY (30) days.

Default

Failure to pay any account by the due date or failure to comply with any other of the publisher's terms and conditions will be regarded as a default. In the event of default, the publisher in its absolute discretion may (a) cancel or suspend or refuse to accept any advertising of the advertiser including advertisements otherwise accepted for publication; (b) demand payment for all other advertising charges which would otherwise not have been due; (c) decline to pay or allow any rebates or commissions otherwise payable by the publisher or otherwise able to be offset against the amount owing.

Orders

Orders are effective for a maximum of 12 months from the date of the order. Prices may change without notice and are subject to the current rate card.

Orders are subject to variation as to the rate payable and space available.

The publisher may, at any time, and without notice, cancel an advertising order in respect of any advertisement not inserted by the publisher in which case the advertiser shall pay for all past insertions at the rate or prices applicable. The publisher reserves the right to cancel any order on which advertising is not inserted within one month of the date of the order.

Advertisements

The publisher reserves the right in its absolute discretion:

- (a) To alter any advertisement;
- (b) To withhold any advertisement;
- (c) To postpone or advance the day of insertion;
- (d) To insert the advertisement in any position even though the position has been specially arranged or the position may be on the same page or next to that of a competitor's advertisement. The publisher has the right to refuse to publish or republish any advertisement without giving any reason for that refusal. In this event a pro rata adjustment will be made to the advertising rate.

No liability shall be incurred by the publisher by any reason of any or all of the following:

- (a) amendment to or error or inaccuracy in any advertisement;
- (b) the partial or total omission of any advertisement;

(c) by reason of any delay or default;

(d) from any other cause whatsoever.

The publisher reserves the right to alter advertising copy with or without reference to advertisers, to ensure that the newspapers are not exposed to legal action defending publication of material prepared by other parties. Advertisements which are considered to resemble editorial style will be subject to amendment or alteration without prior notice and must be clearly identified by using the word 'advertisement' above the copy headline.

Federal, State and Local Government election advertising must carry authorisation at the base of the advertisement and in the case of Federal election advertising the word "ADVERTISEMENT" at the top in 10 point type.

Advertising features may be published in conjunction with advertisers from time to time. All such features must carry the words "ADVERTISING FEATURE" in 10 point type at the top of the page.

Cancellations

Cancellations of an order will be accepted in writing prior to the relevant publication booking deadline for run of paper advertisements and seven days prior for specified pages or positions. Any cancellations received after this time will attract a cancellation fee of 70% of the total advertisement value.

** Cancellations on all page 1 and back page positions are subject to individual client contracts and may attract up to 100% cancellation fee and may result in the cancellation of all future advertising.

Distribution

Whilst every effort is made to attain coverage of all areas, this cannot be guaranteed. No credit will be given for non-delivery of newspapers.

Trade Practices

The Federal Trade Practices Act and the W.A. Trade Descriptions and False Advertisements Act prohibit false or misleading advertisements. In addition Part V of the Trade Practices Act contains a number of specific prohibitions affecting advertisements. Advertisers should refer to the Consumer Protection Advertisers Guidelines (Information Circular No 10) published by the Trade Practices Commission. Legal advice should be sought in case of doubt.

Other Legislation

Advertisers are advised to submit to their legal advisers, advertisements relating to competitions which may infringe legislation such as the Lotteries Act and prospectuses relating to the issue of shares, debentures, etc. which must comply with the Corporations Law. Copy for advertisements which are subject to the Corporations Law must be accompanied by a certificate signed by two directors of the company advertising confirming that the advertisement complies with the Corporations Law.

Copyright Warning

Due to the Copyright Act 1968 advertisers are advised that the inclusion in advertisements of material (photographed, artist's illustrations and text) taken from any article published in a newspaper, magazine, periodical or similar publication is strictly prohibited without the written consent of the owner of the copyright. It is the advertiser's responsibility to ensure that any material used in an advertisement is authorised for publication by the owner of the copyright to prevent the possibility of legal action being taken against the advertiser for any breach of the Copyright Act. The acceptance of and publication of the advertisement or letter by the newspaper or publisher concerned is and is deemed to be consideration for the agreement to indemnify.

Indemnity and Warranty

Advertisers and/or advertising agencies, by submitting or authorizing material for publication by the publisher and in consideration of the publisher agreeing to publish the material:

(a) Indemnify the publisher, its servants and agents against all actions, proceedings, claims and demands arising out of or in connection with the publication of the material including, without limiting the generality of the foregoing, all actions, proceedings, claims and demands relating to defamation, malicious falsehood, breach or infringement of copyright, trade mark or design, breach of the Trade Practices Act 1974, or breach of any other legal, equitable or statutory rights.

(b) Warrant that publication of the material will not give rise to any legal, equitable or statutory rights against the publisher and will not breach any laws or regulations including, without being limited, the proscriptions relating to advertising in Part V of the Trade Practices Act 1974. Note: insert and online terms and conditions are available on our website or by phoning your sales representative.