



The Sydney Morning Herald

EMPLOYMENT ADVERTISING RATES

EFFECTIVE 1 JULY 2012

EXECUTIVE RECRUITMENT PRINT

EFFECTIVE 1 JULY 2012

RATE PER SINGLE COLUMN CENTIMETRE

ANNUAL SPEND LEVELS (EXCL. GST)	CASUAL	\$70,000	\$175,000	\$330,000	\$485,000	\$785,000	\$1.5M
EGN - Saturday	\$103.49	\$102.45	\$99.35	\$96.25	\$94.18	\$92.10	\$87.96
EGN - Saturday (incl. GST)	\$113.84	\$112.70	\$109.29	\$105.88	\$103.60	\$101.31	\$96.76
EGN - Monday to Friday	\$90.08	\$87.39	\$84.68	\$82.88	\$80.18	\$78.38	\$76.58
EGN - Monday to Friday (incl. GST)	\$99.09	\$96.13	\$93.14	\$91.17	\$88.20	\$86.22	\$84.23

TABLOID MODULAR (T11) RATE

ANNUAL SPEND LEVELS (EXCL. GST)	CASUAL	\$70,000	\$175,000	\$330,000	\$485,000	\$785,000	\$1.5M
M-F Business and Sections	\$748.85	\$726.41	\$703.88	\$688.93	\$666.49	\$651.54	\$636.57
M-F Business and Sections (incl. GST)	\$823.84	\$799.05	\$774.27	\$757.82	\$733.14	\$716.69	\$700.23
Sat Business and Sections	\$860.25	\$851.61	\$825.87	\$800.06	\$782.88	\$765.60	\$731.22
Sat Business and Sections (incl. GST)	\$946.27	\$936.78	\$908.46	\$880.07	\$861.17	\$842.16	\$804.35

PRINT POSITIONAL LOADING - SATURDAY

Page 3-7	50%
Page 8-11	40%
Page 12 onwards	25%

DISPLAY COLOUR LOADINGS

EGN	25%
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The positional and colour loads are compounded.

MULTI PUBLICATION DISCOUNTS

Advertise in multiple mastheads and qualify for the following discounts.

PUBLICATION	SMH DISCOUNT	AGE DISCOUNT	FIN REVIEW DISCOUNT
SMH/AGE	25%	25%	N/A
SMH/AFR	15%	N/A	5%
SMH/AGE/AFR (3 paper buy)	20%	20%	10%

AGE and AFR rates available at www.adcentre.com.au

MULTI INSERTION DISCOUNTS

Repeat EGN advertising the following Saturday for an additional 50% of the first insertion cost.

ADVERTISING DEADLINES

SECTION	BOOKING DEADLINE	CANCELLATION DEADLINE	MATERIAL DEADLINE
EGN - Saturday	Noon Thursday	Noon Thursday	Noon Friday
Weekend Business - Saturday	Noon Thursday	Noon Thursday	Noon Friday
EGN - Monday to Friday	Noon 2 days prior	10am 3 working days prior	3pm day prior

All setting material required 24 hours prior to above deadlines.

MYCAREER CLASSIFIED LINEAGE PRINT AND 30 DAY ONLINE PACKAGES

EFFECTIVE 1 JULY 2012

CLASSIFIED LINEAGE RATES

LINEAGE RATES	
Under 10 lines	
Monday to Friday	\$14.75 per line (\$16.23 incl. GST)
Saturday	\$16.50 per line (\$18.15 incl. GST)
Includes 30 days on mycareer.com.au	

LOGOS AND COLOUR IN LINEAGE

LOADING	
Logos	\$50 - single column (\$55 incl. GST) \$80 - double column (\$88 incl. GST)
Colour tint	\$20 (\$22 incl. GST) Any mix of colours
Colour heading	as above
Colour border	as above
Mix of tint, border and/or colour heading	as above
Mix of colour logo, border and/or heading	as above

DEADLINES

BOOKING DEADLINE	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Lineage Phoned Copy	5.30pm Sunday	5.30pm Monday	5.30pm Tuesday	5.30pm Wednesday	5.30pm Thursday	6pm Thursday
AdOnline	5.30pm Sunday	5.30pm Monday	5.30pm Tuesday	5.30pm Wednesday	5.30pm Thursday	5pm Thursday
Lineage Email	5.30pm Friday	5.30pm Monday	5.30pm Tuesday	5.30pm Wednesday	5.30pm Thursday	6pm Thursday
Display Phone and AdOnline	12.30pm Friday	12.30pm Monday	12.30pm Tuesday	12.30pm Wednesday	12.30pm Thursday	5pm Thursday
Display Hard Copy	Noon Friday	Noon Monday	Noon Tuesday	Noon Wednesday	Noon Thursday	5pm Thursday
MATERIAL DEADLINE						
Display Advertising	3pm Friday	3pm Monday	3pm Tuesday	3pm Wednesday	3pm Thursday	5pm Thursday
CANCELLATION DEADLINE						
Display Advertising	11am Friday	11am Monday	11am Tuesday	11am Wednesday	11am Thursday	4pm Thursday

MYCAREER CLASSIFICATIONS

ACCF	Accounting and Finance	CHEF	Hospitality
ADMN	Administration and Office Support	HREC	HR and Recruitment
ARCH	Architecture, Building and Construction	PVINJ	Indigenous Jobs
BINS	Banking and Insurance	IMRE	Information Management and Research
BEAU	Beauty, Fashion and Fitness	PVIO	Interstate and Overseas
CASW	Casual Work	ITLC	IT and Telecommunications
COMW	Community and Welfare	LEGA	Legal
CONT	Contact Centre and Customer Service	MEDI	Marketing, PR, Media and Arts
DOMS	Domestic Service Appt	PRRE	Property and Real Estate
PVCS	Colleges and Schools	RESU	Resumes
PVUHE	Universities and Higher Education	PVSLS	Sales and Retail
PVWS	Employment Web Services	SEO	Self Employment Opportunities
PVENG	Engineering, Manufacturing and Mining	PVTEM	Temp and Contracting
SCNC	Environment and Science	TRDE	Trades and Services Positions
PVSG	Government and Civic	TRSE	Training and Career Services
PVLG	Local Government (Tuesday)	TRAN	Transport, Logistics and Aviation
GRAD	Graduate	HTAT	Travel and Tourism
PVHEA	Health Appointments	JOWW	Work Wanted

MYCAREER CLASSIFIED DISPLAY PRINT AND 30 DAY ONLINE PACKAGES

EFFECTIVE 1 JULY 2012

BE PART OF THE LARGEST RECRUITMENT SOLUTION IN NSW.

Print: Choice of 52 ad sizes. Attractive multi-day deals.
Online: 30 day listing.

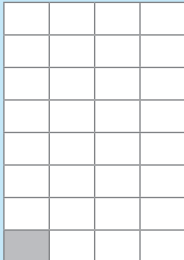
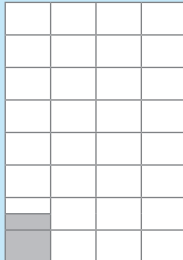
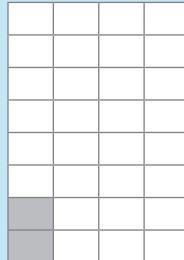
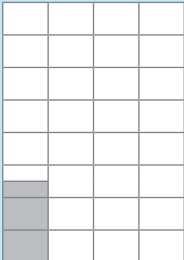
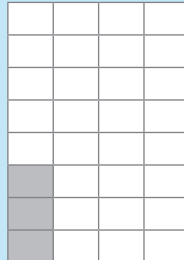
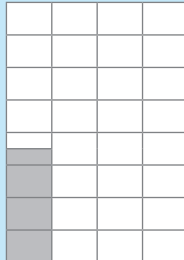
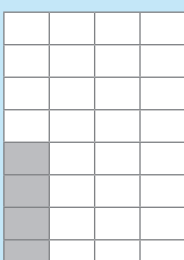
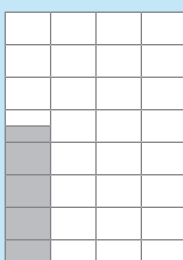
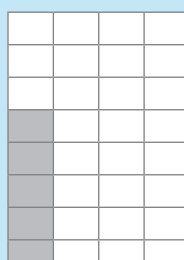
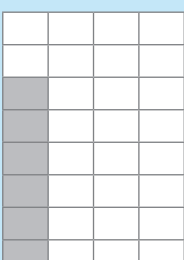
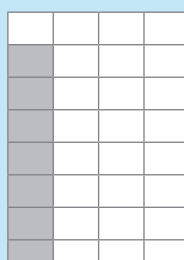
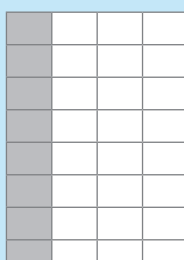
MULTI INSERTION DISCOUNTS

2 Day Buy: Saturday plus midweek @ 115% of Saturday rate.
3 Day Buy: Saturday plus midweek plus Saturday @ 125% of Saturday rate.

MULTI PUBLICATION DISCOUNT

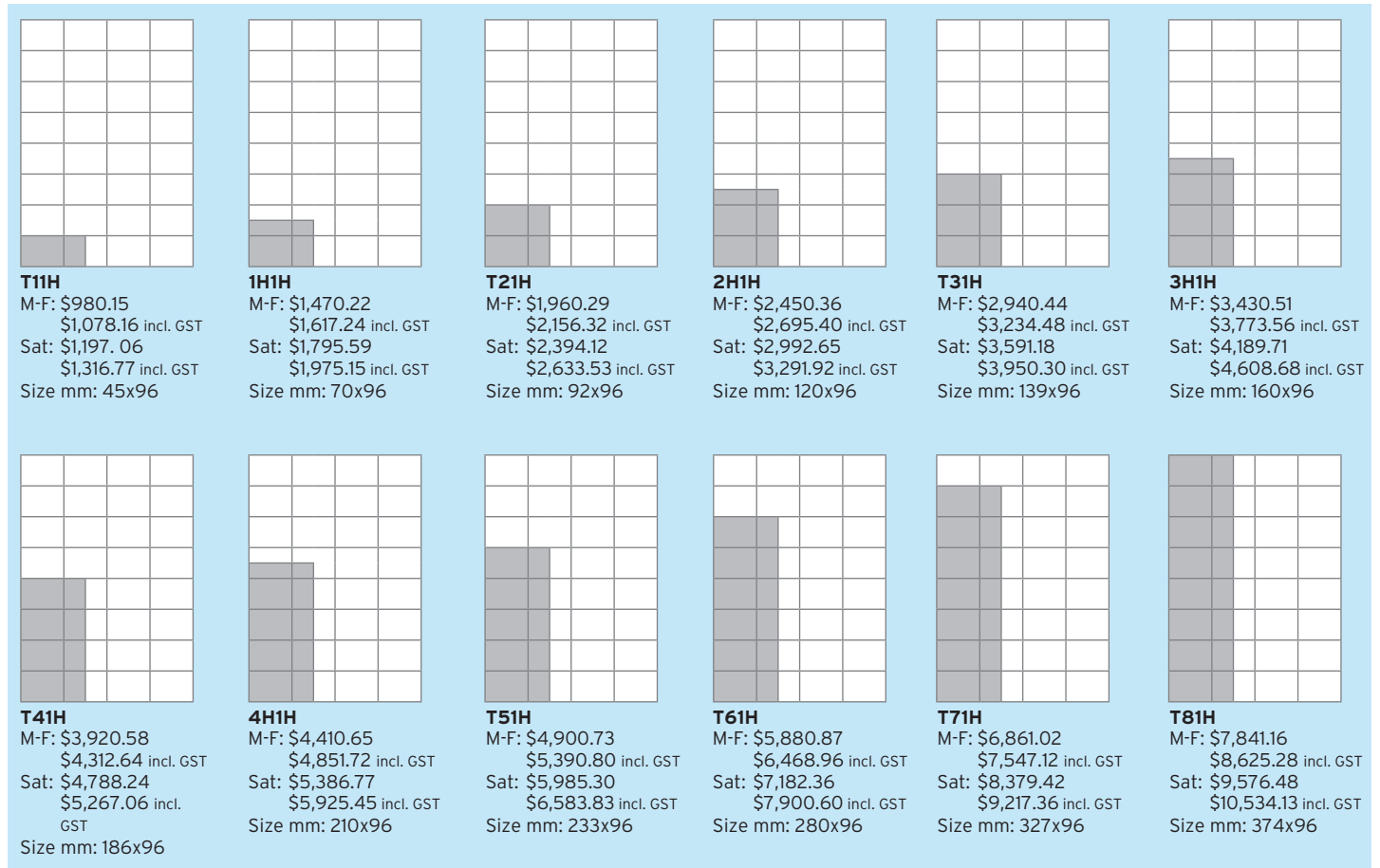
PUBLICATION	DISCOUNT
SMH & THE AGE	25% off both publications

1 MODULE WIDE

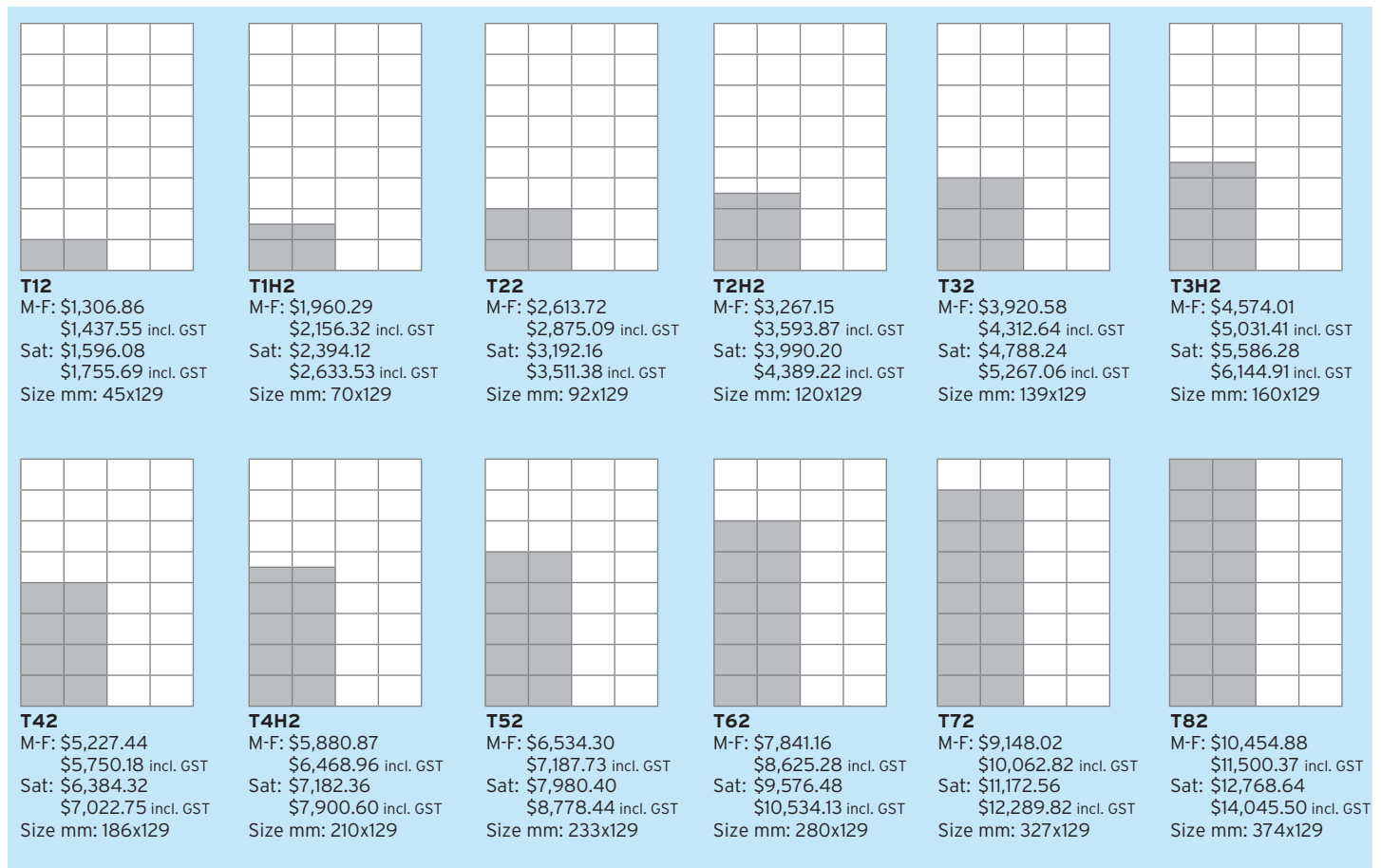
 <p>T11 M-F: \$653.43 \$718.77 incl. GST Sat: \$798.04 \$877.84 incl. GST Size mm: 45x63</p>	 <p>T1H1 M-F: \$980.15 \$1,078.16 incl. GST Sat: \$1,197.06 \$1,316.77 incl. GST Size mm: 70x63</p>	 <p>T21 M-F: \$1,306.86 \$1,437.55 incl. GST Sat: \$1,596.08 \$1,755.69 incl. GST Size mm: 92x63</p>	 <p>T2H1 M-F: \$1,633.58 \$1,796.93 incl. GST Sat: \$1,995.10 \$2,194.61 incl. GST Size mm: 120x63</p>	 <p>T31 M-F: \$1,960.29 \$2,156.32 incl. GST Sat: \$2,394.12 \$2,633.53 incl. GST Size mm: 139x63</p>	 <p>T3H1 M-F: \$2,287.01 \$2,515.71 incl. GST Sat: \$2,793.14 \$3,072.45 incl. GST Size mm: 160x63</p>
 <p>T41 M-F: \$2,613.72 \$2,875.09 incl. GST Sat: \$3,192.16 \$3,511.38 incl. GST Size mm: 186x63</p>	 <p>T4H1 M-F: \$2,940.44 \$3,234.48 incl. GST Sat: \$3,591.18 \$3,950.30 incl. GST Size mm: 210x63</p>	 <p>T51 M-F: \$3,267.15 \$3,593.87 incl. GST Sat: \$3,990.20 \$4,389.22 incl. GST Size mm: 233x63</p>	 <p>T61 M-F: \$3,920.58 \$4,312.64 incl. GST Sat: \$4,788.24 \$5,267.06 incl. GST Size mm: 280x63</p>	 <p>T71 M-F: \$4,574.01 \$5,031.41 incl. GST Sat: \$5,586.28 \$6,144.91 incl. GST Size mm: 327x63</p>	 <p>T81 M-F: \$5,227.44 \$5,750.18 incl. GST Sat: \$6,384.32 \$7,022.75 incl. GST Size mm: 374x63</p>

Sizes are based on portions of a tabloid page and are available on both tabloid and broadsheet publications.

1.5 MODULES WIDE

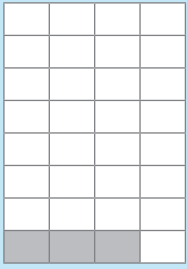


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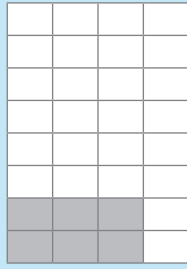


Sizes are based on portions of a tabloid page and are available on both tabloid and broadsheet publications.

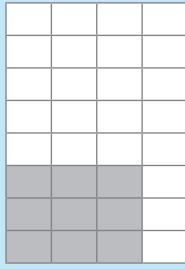
3 MODULES WIDE



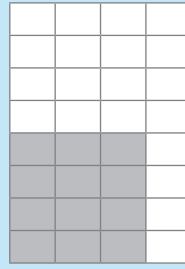
T13
 M-F: \$1,960.29
 \$2,156.32 incl. GST
 Sat: \$2,394.12
 \$2,633.53 incl. GST
 Size mm: 45x194



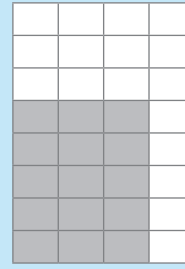
T23
 M-F: \$3,920.58
 \$4,312.64 incl. GST
 Sat: \$4,788.24
 \$5,267.06 incl. GST
 Size mm: 92x194



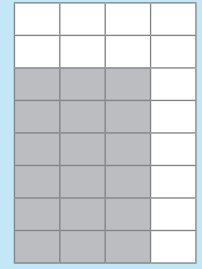
T33
 M-F: \$5,880.87
 \$6,468.96 incl. GST
 Sat: \$7,182.36
 \$7,900.60 incl. GST
 Size mm: 139x194



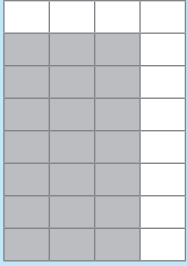
T43
 M-F: \$7,841.16
 \$8,625.28 incl. GST
 Sat: \$9,576.48
 \$10,534.13 incl. GST
 Size mm: 186x194



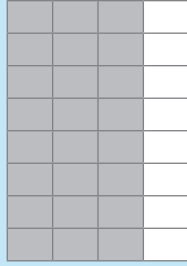
T53
 M-F: \$9,801.45
 \$10,781.60 incl. GST
 Sat: \$11,970.60
 \$13,167.66 incl. GST
 Size mm: 233x194



T63
 M-F: \$11,761.74
 \$12,937.91 incl. GST
 Sat: \$14,364.72
 \$15,801.19 incl. GST
 Size mm: 280x194

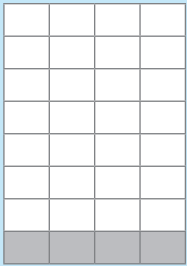


T73
 M-F: \$13,722.03
 \$15,094.23 incl. GST
 Sat: \$16,758.84
 \$18,434.72 incl. GST
 Size mm: 327x194

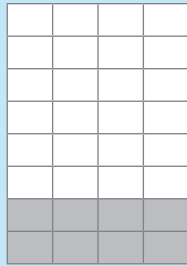


T83
 M-F: \$15,682.32
 \$17,250.55 incl. GST
 Sat: \$19,152.96
 \$21,068.26 incl. GST
 Size mm: 374x194

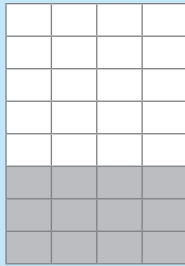
4 MODULES WIDE



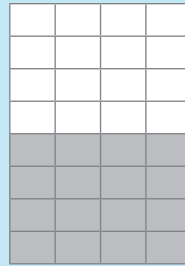
T14
 M-F: \$2,613.72
 \$2,875.09 incl. GST
 Sat: \$3,192.16
 \$3,511.38 incl. GST
 Size mm: 45x260



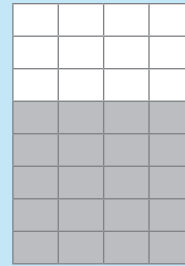
T24
 M-F: \$5,227.44
 \$5,750.18 incl. GST
 Sat: \$6,384.32
 \$7,022.75 incl. GST
 Size mm: 92x260



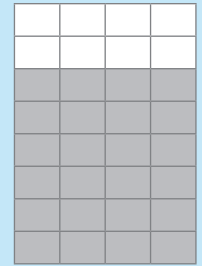
T34
 M-F: \$7,841.16
 \$8,625.28 incl. GST
 Sat: \$9,576.48
 \$10,534.13 incl. GST
 Size mm: 139x260



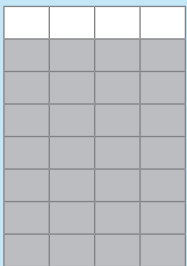
T44
 M-F: \$10,454.88
 \$11,500.37 incl. GST
 Sat: \$12,768.64
 \$14,045.50 incl. GST
 Size mm: 186x260



T54
 M-F: \$13,068.60
 \$14,375.46 incl. GST
 Sat: \$15,960.80
 \$17,556.88 incl. GST
 Size mm: 233x260



T64
 M-F: \$15,682.32
 \$17,250.55 incl. GST
 Sat: \$19,152.96
 \$21,068.26 incl. GST
 Size mm: 280x260



T74
 M-F: \$18,296.04
 \$20,125.64 incl. GST
 Sat: \$22,345.12
 \$24,579.63 incl. GST
 Size mm: 327x260



T84
 M-F: \$20,909.76
 \$23,000.74 incl. GST
 Sat: \$25,537.28
 \$28,091.01 incl. GST
 Size mm: 374x260

Sizes are based on portions of a tabloid page and are available on both tabloid and broadsheet publications.

Apply 20% load for colour. Positional loadings may apply. Setting fees apply. Full width classified broadsheet sizes and prices are available on application. For technical specifications please see www.adcentre.com.au or phone 1300 666 326.

MYCAREER CLASSIFIED DISPLAY PRINT AND 30 DAY ONLINE PACKAGES

EFFECTIVE 1 JULY 2012

MYCAREER AND MYCAREER.COM.AU

CLASSIFIED DISPLAY ANNUAL SPEND DISCOUNTS LEVEL

ANNUAL SPEND (EX GST)	\$70,000	\$175,000	\$330,000	\$485,000	\$785,000	\$1.5M
DISCOUNT	5.0%	7.5%	10.0%	12.5%	15.0%	17.5%

Further discount levels are available; please contact your Account Manager.

CLASSIFIED DISPLAY COLOUR LOADING

MyCareer	20%
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PRICING IS AS EASY AS 1, 2, 3...

- 1 SELECT YOUR SIZE AND THE DAY OF THE WEEK YOU WOULD LIKE TO ADVERTISE
- 2 APPLY YOUR SPEND DISCOUNT
- 3 APPLY COLOUR AND POSITION LOAD

BOOKING AND MATERIAL PROCEDURE

BOOKING PROCEDURE

Verbal bookings must be confirmed in writing. If appearance dates or material instructions need to be altered, changes must be advised by phone. Please take the contact name of the SMH representative and follow through with amended confirmation. Confirmations and verbal bookings must tally. Where there is discrepancy between verbal bookings and confirmation, the Company will not be liable unless confirmation is received 2 working days prior to appearance date.

MATERIAL ON HAND

Please note The Sydney Morning Herald will retain advertisements for a period of 3 months. Repeats outside this time span cannot be guaranteed.

ADVERTISEMENT SIZE

Minimum size 8cm x 2 cols in News pages. Business Day and other sections are modular.

CANCELLATION PROCEDURE

Cancellations must be made verbally and confirmed in writing prior to the cancellation

deadline. Please note the cancellation number quoted by the SMH representative and their name. All bookings taken inside cancellation deadline are taken on a non-cancellation basis. No liability will be accepted unless the above procedures are followed.

ADVERTISEMENT PRODUCTION CHARGE

A production charge of \$2,360 (\$2,596 incl. GST) per Tabloid full page will be charged to all display advertisements made up from copy and/or material supplied by advertisers or their agents.

TERMS AND CONDITIONS

All advertising services are governed by Fairfax Media Terms and Conditions of Advertising, overleaf. Fairfax Media reserves the right to modify this ratecard or its Terms and Conditions at any time without prior notice.

100% space charge will apply when material fails to arrive in time for publication. No responsibility will be accepted for material arriving outside designated deadlines.

ADVERTISING MATERIAL AND SPECIFICATIONS

Please note that Fairfax Media will only accept material via electronic transmission. Fairfax Media operates new advertising quality assurance measures for The Sydney Morning Herald. All digital ads need to undergo Quality Assurance testing prior to being accepted for publication. To facilitate this, Fairfax Media has certified a number of methods for Quality Assurance testing and ad delivery (fees and charges apply):

Quickcut Australia • (02) 9467 7500
www.adstream.com.au/quickcut

Adsend Australia • (03) 8689 9000
www.adsend.com.au

Fairfax Ad Designs • (02) 8777 6956
addesigns@fairfaxmedia.com.au

For further information please refer to our website www.adcentre.com.au or contact the Advertising Production Unit: 1300 666 326.

All prices are in Australian Dollars. Saturday MyCareer is included in all NSW metropolitan and ACT editions. Non-metropolitan purchasers of the Saturday SMH may elect not to receive Saturday MyCareer.

CONTACT INFORMATION

AUSTRALIA

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JAPAN Shinano International, Inc. Akasaka Kyowa Bldg. 2F 1-6-14 Akasaka, Minato-ku Tokyo 107-0052 Japan Phone: 0011 81 3 3584 6420 Fax: 0015 81 3 3505 5628 Email: yibe@bunkoh.com	THAILAND Publicitas Thailand 5th Floor, Lumpini I Building, 239/2 Soi Sarasin, Rajdamri Road, Lumpini, Pathumwan Bangkok 10330 Thailand Phone: 0011 66 2 651 9273 to 7 Fax: 0015 66 2 651 9278 Email: janya.limmanee@publicitas.com	DUBAI Vivienne Davidson Intermedia, Commercial Centre - Safa Park, Sheikh Zayed Road, PO Box 22857, Dubai Phone: +971 346 6006 Fax: +971 346 6016 Email: vdavidson@intermedia-gulf.com
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USA World Media Inc. 19 West 36th Street, 7th Floor New York 10018 Phone: 0011 1 212 244 5610 Fax: 0015 1 212 244 5321 Email: sales@worldmediaonline.com	HONG KONG Publicitas Hong Kong 26/F Two Chinachem Exchange Square 338 King's Road, North Point Hong Kong Phone: 0011 852 2516 1519 Fax: 0015 852 2528 3260 Email: catherine.ha@publicitas.com	SOUTH AFRICA Publicity Project Management Rivonia Village, 3 Mutual Road, Rivonia PO Box 78811, Sandton, 2146 Phone: +27 11 803 8211 Fax: +27 86 503 3237 Email: mike@worldmediaonline.co.za
CHINA Wendy Lin Publicitas Beijing Rm 808, 8/F, Tower A, Fullink Plaza No.18 Chaoyangmenwai Avenue Beijing 100020, China Phone: +86 10 6588 8155 ext. 626, Fax: +86 10 6588 3110 Email: wendy.lin@publicitas.com.cn		

TERMS AND CONDITIONS

FAIRFAX MEDIA ABN 15 008 663 161

These terms apply to all advertising provided to any person ('Customer') by Fairfax Media Limited ABN 15 008 663 161 or a subsidiary ('Fairfax'). Customer includes an advertiser on whose behalf Advertising is placed and any media company or agency that arranges the Advertising for its clients.

1. Publication of Advertising

- 1.1 Subject to these Terms, Fairfax will use its reasonable endeavours to publish advertising ('Advertising') in the format and in the position agreed with the Customer. 'Advertising' includes images submitted for publication and content or information relating to published Advertisements.
- 1.2 Customer grants Fairfax a worldwide, royalty-free, non-exclusive, irrevocable licence to publish, and to sub-licence the publication of, the Advertising in any form or medium, including print, online or other. Customer warrants that it is authorised to grant Fairfax the licence in this clause 1.

2. Right to Refuse Advertising

- 2.1 Neither these Terms nor any written or verbal quotation by Fairfax represents an agreement to publish Advertising. An agreement will only be formed between Fairfax and Customer when Fairfax accepts the Advertising in writing or generates a tax invoice for that Advertising.
- 2.2 Fairfax 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 Fairfax).

3. Right to vary Format, Placement or Distribution

- 3.1 Fairfax will use reasonable efforts to publish Advertising in the format and in the position requested by the Customer. However, Fairfax reserves the right to vary the placement of Advertising within a title or website or to change the format of Advertising (including changing colour to black and white).
- 3.2 Fairfax may distribute interstate or regional editions of a title without all inserts or classified sections.
- 3.3 Except in accordance with clause 12, Fairfax will not be liable for any loss or damage incurred by a Customer arising from Fairfax's failure to publish Advertising in accordance with a Customer's request.
- 3.4 If Fairfax changes the press configuration for a publication, Fairfax reserves the right to shrink or enlarge the Advertising by up to 10% without notice to Customer or any change to rates.

4. Submission of Advertising

- 4.1 Customer warrants to Fairfax that the publication of the Advertising does not breach or infringe:
 - (a) the Competition and Consumer Act (Cth) or equivalent State legislation;
 - (b) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
 - (c) any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
 - (d) State or Commonwealth privacy legislation or anti-discrimination legislation;
 - (e) any financial services law as defined in the Corporations Act 2001 (Cth); or
 - (f) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).
- 4.2 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.
- 4.3 Advertising containing contact details for the Customer must contain the full name and street address of the Customer. Post office box and email addresses alone are insufficient.
- 4.4 If a Customer submits Advertising that looks, in Fairfax's opinion, like editorial material, Fairfax may publish the Advertising under the heading 'Advertising' with a border distinguishing it from editorial.
- 4.5 Fairfax will not be responsible for any loss or damage to any Advertising material left in its control.
- 4.6 Advertising submitted electronically must comply with Fairfax's specifications. Fairfax may reject the Advertising material if it is not submitted in accordance with such specifications.
- 4.7 Advertising material delivered digitally must include the Fairfax booking or material identification number.
- 4.8 If Customer is a corporation and the Advertising contains the price for consumer goods or services, Customer warrants that the Advertising complies with the component pricing provisions of the Competition and Consumer Act (Cth) and contains, as a single price, the minimum total price to the extent quantifiable at time of the Advertising.
- 4.9 Customer must not resell Advertising space to any third party without Fairfax's consent.
- 4.10 If Advertising promotes a competition or trade promotion, Customer warrants it has obtained all relevant permits and indemnifies Fairfax against any loss in connection with the Advertising.

5. Classified Advertising

- 5.1 Fairfax will publish classified Advertising under the classification heading it determines is most appropriate. These headings are for the convenience of readers. Fairfax will publish classified display Advertising sorted by alphabetical caption and, where space permits, with related line Advertising.

6. Online Advertising

- 6.1 For online banner and display Advertising, Customer must submit creative materials and a click-through URL to Fairfax at least 3 working days (5 working days for non-gif material) or within such other deadline advised by Fairfax at its discretion before publication date. Fairfax may charge Customer for online Advertising cancelled on less than 30 days notice or if creative materials are not submitted in accordance with this clause 6.1.
- 6.2 All online Advertising (including rich media) must comply with Fairfax's advertising specifications.
- 6.3 Fairfax will measure online display and banner Advertising (including impressions delivered and clicks achieved) through its ad-serving systems. Results from Customer or third party ad-servers will not be accepted for the purposes of Fairfax's billing and assessment of Advertising.
- 6.4 Fairfax is not liable for loss or damage from an internet or telecommunications failure.
- 6.5 Customer acknowledges that Fairfax may at its discretion include additional features or inclusions such as third party advertisements within online classified Advertising.

7. Errors

- 7.1 Customer must promptly check proofs of Advertising (if provided to the Customer by Fairfax) and notify Fairfax of any errors in the proofs or in published Advertising. Fairfax does not accept responsibility for any errors submitted by the Customer or its agent, including errors in Advertising placed over the telephone.
- 7.2 Customer must send any claim for credit or republication in writing to Fairfax no later than 7 days after the date of publication of the Advertising.

8. Advertising Rates and GST

- 8.1 The Customer must pay for Advertising, unless otherwise agreed, at the casual ratecard rate. Ratecard rates may be varied at any time by Fairfax without notice. Customer must pay GST at the time it pays for Advertising. Fairfax will provide a tax invoice or adjustment note (as applicable).
- 8.2 Eligibility for discounts or rebates will be based on the Customer's GST-exclusive advertising spend.

9. Credit and Customer Accounts

- 9.1 Fairfax may grant, deny or withdraw credit to a Customer at any time in its discretion. Customer must ensure that its Customer account number is available only to those employees authorised to use it. Customer acknowledges it will be liable for all Advertising placed under Customer's account number.
- ## 10. Payment
- 10.1 The Customer must pre-pay for Advertising if required by Fairfax. If Advertising is on account, payment must be within 7 days of date of the invoice or, for certain Rural Press publications, within 21 days of the end of the month in which the invoice is issued. If a commercial account has been established with Fairfax, payment must be within 30 days of invoice date.
 - 10.2 If Customer fails to provide the copy for a booking by publication deadline, Customer will be charged unless a cancellation is approved by Fairfax. If Fairfax accepts Advertising after the deadline, it will be deemed out of specification. Customer has no claim against Fairfax for credit, republication or other remedy for out of specification Advertising.
 - 10.3 Customer must pay the full price for Advertising even if Fairfax varied the format or placement of the Advertising or if there is an error in the Advertising, unless the error was Fairfax's fault. Customer must pay its electronic transmission costs.

11. Failure to Pay and Other Breach

- 11.1 If Customer breaches these terms, fails to pay for Advertising or suffers an Insolvency Event (defined in clause 11.2), Fairfax may (in its discretion and without limitation):
 - (a) cancel any provision of credit to Customer;
 - (b) require cash pre-payment for further Advertising;
 - (c) charge interest on all overdue amounts at the rate 2% above the NAB Overdraft Base Rate;
 - (d) take proceedings against the Customer for any outstanding amounts;
 - (e) recover Fairfax's costs including mercantile agency and legal costs on a full indemnity basis;
 - (f) cease publication of further Advertising or terminate an agreement for Advertising not published;
 - (g) exercise any other rights at law.
- 11.2 A Customer suffers an 'Insolvency Event' if:
 - (a) Customer is a natural person and commits an act of bankruptcy; or
 - (b) Customer is a body corporate and cannot pay its debts as and when they fall due or enters an arrangement with its creditors other than in the ordinary course

of business or passes a resolution for administration, winding up or liquidation (other than for the purposes of re-organisation or reconstruction); or has a receiver, manager, liquidator or administrator appointed to any of its property or assets or has a petition presented for its winding up.

- 11.3 Fairfax may withhold any discounts or rebates if Customer fails to comply with its payment obligations.
- 11.4 A written statement of debt signed by an authorised employee of Fairfax is evidence of the amount owed by the Customer to Fairfax.

12. Liability

- 12.1 The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of Fairfax in connection with the Advertising.
- 12.2 Fairfax excludes all implied conditions and warranties from these terms, except any condition or warranty (such as conditions and warranties implied by the Competition and Consumer Act and equivalent State acts) which cannot by law be excluded ('Non-excludable Condition').
- 12.3 Fairfax limits its liability for breach of any Non-Excludable Condition (to the extent such liability can be limited) and for any other error in published Advertising caused by Fairfax to the re-supply of the Advertising or payment of the cost of re-supply (at Fairfax's option).
- 12.4 Subject to clauses 12.2 and 12.3, Fairfax excludes all other liability to the Customer for any costs, expenses, losses and damages incurred in relation to Advertising published by Fairfax, whether that liability arises in contract, tort (including by Fairfax's negligence) or under statute. Without limitation, Fairfax will in no circumstances be liable for any indirect or consequential losses, loss of profits, loss of revenue or loss of business opportunity.
- 12.5 The Customer indemnifies Fairfax and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising.

13. Privacy

- 13.1 Fairfax collects a Customer's personal information to provide the Advertising to the Customer and for invoicing purposes. Fairfax may disclose this personal information to its related bodies corporate, to credit reporting agencies and other third parties as part of provision of the Advertising and for overdue accounts, to debt collection agencies to recover amounts owing.
- 13.2 Fairfax provides some published Advertising to third party service providers. Where such Advertising contains personal information, Customer consents to the disclosure of their personal information in the advertising to third parties and to the personal information being republished by a third party.
- 13.3 Customers may gain access to their personal information by writing to the Privacy Officer, GPO Box 506, Sydney NSW 2001. Fairfax's privacy policy is at www.fxj.com.au.

14. Confidentiality

- 14.1 Each party will treat as confidential, and will procure that its advertising agents, other agents, and contractors ('Agents') treat as confidential and will not disclose, unless disclosure is required by law:
 - (a) the terms of this Agreement (including terms relating to volumes and pricing);
 - (b) information generated for the performance of this Agreement, including all data relating to advertising schedules, budgets, forecasts, booked advertising, prices or volumes;
 - (c) any other information that ought in good faith to be treated as confidential given the circumstances of disclosure or the nature of the information;
 - (d) any information derived wholly or partly for any information referred to in (a) to (c) above;
- Each party agrees to take all reasonable precautions to prevent any unauthorised use, disclosure, publication or dissemination of the confidential information by or on behalf of itself or any third party.

15. General

- 15.1 These Terms, with any other written agreement, represent the entire agreement of the Customer and Fairfax for Advertising. They can only be varied in writing by an authorised officer of Fairfax. No purchase order or other document issued by the Customer will vary these Terms.
- 15.2 Fairfax will not be liable for any delay or failure to publish Advertising caused by a factor outside Fairfax's reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).
- 15.3 Fairfax may serve notice on Customer by post or fax to the last known address of the Customer.
- 15.4 These Terms are governed by the laws of the State in which the billing company for the Advertising is located and each party submits to the non-exclusive jurisdiction of that State.