

# Terms & Conditions

The Australian Jewish News Pty Ltd (ACN 008 631 347) and its agents (AJN - PUBLISHER) will accept advertisements to be placed in ajn's websites on the following terms and conditions:

1. These terms and conditions cannot be in any way waived or varied by the PUBLISHER unless confirmed in writing by the PUBLISHER.
2. The PUBLISHER AT ALL times maintains its discretion to reject any advertisement it considers unsuitable for the websites. Such discretion may be exercised at any time and will not be subject to any prior course of dealings.
3. All advertisements are accepted and placed subject to the Advertising Codes of the Media Council of Australia, Trade Practices Act and other relevant State and Federal legislation.
4. The PUBLISHER does not accept responsibility for any errors in Finished Artwork supplied to it by the Advertiser or its agents, whether such artwork is supplied as a script, on disc or by electronic mail.
5. Cancellation of an advertisement must occur at least three weeks prior to be populated in the website. If cancellation occurs after the cancellation period, the ADVERTISER will be liable to the PUBLISHER for the cancellation fee calculated at 25% of the casual rate applicable to the subject advertisement. This cancellation provision is not applicable to any Space Order Agreement or other agreement in writing with the PUBLISHER.
6. The ADVERTISER shall:
  - a. Check proofs of advertisement(s) if submitted by the PUBLISHER to the Advertiser; and
  - b. Advise to the PUBLISHER any errors upon request of the proof(s).
10. Should the ADVERTISER request changes to a proof, other than to correct an error by the PUBLISHER, then subsequent proofs will bear a production charge of not less than \$50.00 each.
- 11 All advertisements will be charged according to the ONLINE'S rate card applicable at the time the advertisement is placed.
12. The ADVERTISER must notify the PUBLISHER of any error in an advertisement within 7 (seven) days of the date of publication of such advertisement, and any adjustment in rates or changes must be agreed to by the PUBLISHER in writing.
13. Notwithstanding any error, alteration or omission in the advertisement whether caused by the negligence or mistake of the PUBLISHER, or otherwise the ADVERTISER shall be liable for and shall pay the required payment for all advertisements as published by the publisher.
14. Terms of payment are strictly net cash 14 days from the date of the invoice unless specified differently on the account. If discounts are applicable they will be allowed only if payment for the advertisement(s) is made in full within the time required by the PUBLISHER.
15. The PUBLISHER reserves the right to amend the banner formats and dates of advertising at any time.
16. The PUBLISHER, its officers, employees and agents will not be responsible, liable or in any way accountable to the ADVERTISER for any damages arising from misplaced, delayed, amended or omitted advertisements howsoever arising.
17. All advertisements posted are done so in good faith and if any advertisement infringes the right of a third party, is defamatory, in contempt of court, is contrary to any consumer protection laws or other legislation or occasions any other loss to the detriment of the PUBLISHER whatsoever then the ADVERTISER HEREBY INDEMNIFIES AJN for any loss damage and costs, including legal costs, occasioned by AJN directly or indirectly arising.
18. The ADVERTISER shall pay all Goods and Services Taxes (GST) and/or any other government charges, which AJN is, by law, required to levy on all advertisements in the websites on behalf of the ADVERTISER.
19. AJN PRIVACY POLICY. We collect the personal information we need to promote our paper to you. Personal information will not be disclosed to any third party without your prior consent. This information will be retained by the AJN to help us provide our service to you.
20. Business directory listing: After termination of contract, monthly charges will continue until client's notice.