

ADVERTISING TERMS AND CONDITIONS

PLEASE READ CAREFULLY

The *Australian Jewish Press Pty Ltd* (A.C.N 008 631 347) and its agents (PUBLISHER) will accept advertisements to be placed in *The Australian Jewish News* (AJN) on the following terms and conditions:

1. **Terms of payment are strictly 14 days from the date of the invoice.** 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.
2. These Terms and conditions cannot in any way be waived or varied by the ADVERTISER unless confirmed in writing by the PUBLISHER.
3. Placement and positioning of advertisements is entirely at the discretion of the PUBLISHER. Should the ADVERTISER request a specific page and/or position for an advertisement in the AJN and agree to pay the requisite loading in accordance with the PUBLISHER'S rate card the PUBLISHER will advise the ADVERTISER if this request can be acceded to.
4. The PUBLISHER at all times retains its discretion to reject any advertisement it considers unsuitable for publication. Such discretion may be exercised at any time and will not be subject to any prior course of dealings.
5. Any Advertisement submitted to the Publisher which, in the opinion of the PUBLISHER appears or may appear to be of an editorial nature, may, at the discretion of the PUBLISHER, have printed next to or above the Advertisement appropriate wording denoting that it is not an AJN editorial.
6. Advertisements may be placed under headings to which, in the opinion of the PUBLISHER they legitimately belong. Such classifications are not binding on the PUBLISHER for further placements of the same or similar advertising.
7. All advertisements are accepted and placed subject to the Advertising Codes of the Media Council of Australia, Trade Practices Act and all other relevant Federal and State legislation.
8. The PUBLISHER does not accept responsibility for Finished Artwork supplied to it by the Advertiser or its agents, whether such artwork is supplied as a bromide or on film, on disc or by electronic mail.
9. Cancellation of an advertisement must occur by no later than 4.00pm on the THURSDAY of the week prior to going to press of the Sydney Edition or 4.00 pm MONDAY of the week of publication for the Melbourne Edition, in which the subject advert is to appear. If cancellation occurs after 4.00pm on the aforesaid days, the ADVERTISER will be liable to the PUBLISHER for a 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. All cancellations to be in writing and receipt therefore acknowledged in writing by the PUBLISHER.
10. The ADVERTISER shall:
 - a. Check proofs of advertisement(s) if submitted by the PUBLISHER to the ADVERTISER; and
 - b. Advise the PUBLISHER of any errors upon receipt of proof(s).
11. 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.
12. If a multi-insertion order is ceased by the ADVERTISER before the agreed expiry date, the advertising rate charged for advertisement(s) published up until the cancellation will be adjusted to the applicable rate for such space and frequency as per the PUBLISHER'S rate card for cancellations (see 9).
13. 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 charges must be agreed to by the PUBLISHER in writing.
14. 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.
15. The PUBLISHER reserves the right to amend the format of advertising features and supplements at any time prior to publication.
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 published are done so in good faith and if any advertisement infringes the rights 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 the PUBLISHER for any loss, damage and costs, including legal costs, occasioned by the PUBLISHER directly or indirectly arising.
18. The ADVERTISER shall pay all Goods and Services Taxes (GST) and/or any other government charges, which the PUBLISHER is, by law, required to levy on all advertisements and/or inserts published and/or inserted in the AJN on behalf of the Advertiser.