

TERMS AND CONDITIONS

ACCEPTANCE

These are the terms and conditions upon which the Australasian Medical Publishing Company Proprietary Limited (AMPCo Pty Ltd) accepts material for publication from advertisers. In these terms and conditions:

“Publications” means any of the print publications or websites owned or controlled by us;

“We”, “us” and “our” means AMPCo Pty Ltd, ABN 20 000 005 854; and “You” means the advertiser or advertising agency.

By submitting an order to us, you indicate your acceptance of these terms and conditions.

We may vary these terms and conditions at any time by giving you written notice. A variation will take effect immediately after we send you the written notice, for all new orders placed and for any material for publication under an existing order. These terms can only be amended in writing by us.

GIVING US MATERIAL

1. When you provide material for inclusion in any of our Publications, or when you complete and sign an Advertising Agreement, you warrant that:
 - i. you own that material or have the right to use and publish that material;
 - ii. the material including the proposed advertisement does not breach any law or the rights of any other person;
 - iii. you have the right to represent the individual, entity, product or service mentioned in the advertisement; and
 - iv. you are bound by our terms and conditions and will pay our rate applicable to your advertisement.
2. You must provide us with all materials necessary to publish your advertisements by the notified deadline. If the materials are not supplied, we may insert a previous advertisement you may have supplied us, or charge you for the space that has been booked. If the materials you supply do not comply with our requirements and specifications so as to allow the inclusion of the advertisement in our Publications, we may rectify or adapt the materials to allow the advertisement to be in a form for inclusion. Where we do this, you must pay us for all the work we have done to achieve this at trade house rates plus 25 per cent.
3. Your material must be sent to us by the due date we notify you of:
 - a. by email to: advertising@mja.com.au; or
 - b. on disc mailed, couriered or delivered to:

AMPCo Pty Ltd
Publication/Event Title:
AMPCo House
277 Clarence Street
SYDNEY NSW 2000 Australia
4. We will not at any time or under any circumstances be liable for any loss or damage to your material.

CANCELLATIONS

5. If you wish to cancel your advertisement, any expenses we have incurred relating to the preparation of your advertisement for publication will be applied and at our absolute discretion, a cancellation fee of up to 100 per cent of the value of the advertising is applicable.

CREDIT CHECKS, PRICING AND PAYMENT

6. By submitting the Credit Application, you authorise us to carry out any credit checks on you with third parties as we may require. You authorise us to make enquiries and to use, exchange or disclose information included in the Credit Application or obtained by us from any third party, from or to any other credit provider or credit reporting agency: i) concerning your creditworthiness; ii) for the purpose of providing or obtaining a reference.
7. Our prices are listed in our Media Kit. Those rates and these terms and conditions are subject to change at any time by us and without notice to you.
8. All payments shall be in Australian dollars payable to:

AMPCo Pty Ltd
Locked Bag 3030
Strawberry Hills NSW 2012
9. New clients or clients out of terms will be required to pay in advance. For customers with a current account, you must pay the amount specified in an invoice, for publishing an advertisement in full, within 30 days of the date of the invoice.
10. All other invoices issued shall be paid within thirty (30) days of the date of invoice.
11. We will send a tax invoice to you on or about the publication date. If you do not pay us the invoiced amount in full within the time stipulated in the tax invoice, we may remove future advertisements from our Publications. You agree that we may recover the outstanding amount specified in the invoice together with interest, our legal costs, bank fees and charges, any other expenses incurred in attempting to recover the debt and any fees and commissions or other amounts we pay to any collection agency to act on our behalf.
12. Any amounts payable by you are inclusive of GST, unless you are exempt from paying GST in accordance with the Australian Taxation guidelines.
13. We reserve the right to charge you a surcharge for payments made by credit card.
14. We reserve the right to make changes to this surcharge from time to time or extend the surcharge to other methods of payment. If we make any changes, we will notify you in writing before the changes take effect.

PUBLISHING ADVERTISEMENTS

15. We may, at our sole discretion refuse to publish any advertisement you give us.

LIABILITY

16. Printer errors, casual displacements, omission, inability or failure to publish an advertisement in our Publications does not invalidate the Advertising Agreement.
17. Every care will be taken to ensure prompt insertion of an advertisement but we will not be liable for any loss occasioned by the failure of an advertisement to appear in any specified issue or on any specified date.
18. If we are unable to publish an advertisement for any reason, we will only be liable to you for a maximum refund of the amount you paid us for the publication of the advertisement subject to a pro rata reduction to take into account the period of advertisement downtime experienced.
19. To the extent possible, all implied and express warranties in legislation (including federal and state trade practices and sale of goods legislation) that may give you greater rights than are expressed in this clause, are not applicable.

20. You will indemnify us against all suits, claims and demands made against us and loss or damage suffered by us arising from our publication of your advertisement or sponsorship of event due to:
- i. breach of your warranty in clause 1;
 - ii. any allegation that we have breached any intellectual property rights of any third party; and
 - iii. any other civil or criminal liability we may be exposed to.

GOVERNING LAW

21. The law in force in New South Wales, Australia, governs these terms and conditions and each party agrees to the non-exclusive jurisdiction of the courts of New South Wales.

UNFORESEEN EVENTS

22. We may cancel or suspend advertisements from being published in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of suppliers, acts of God, or any other cause beyond our reasonable control.

IMPORTANT PRIVACY NOTICE

23. The information you provide is being collected by AMPCo Pty Ltd for the purposes of publishing and processing your advertisement and keeping you informed of upcoming products, services and other related offers. The provision of this information by you is voluntary but if you do not provide some or all of the requested information we may be unable to properly process your order. You have both a right of access to the personal information we hold about you and to ask us to correct it if it is inaccurate or out of date. Please direct any queries to AMPCo Pty Ltd: ampco@ampco.com.au