

TERMS AND CONDITIONS

1. DEFINED TERMS

- 1.1 "the advertisement" means the advertisement described in the booking form;
- 1.2 "the advertising charges" means the advertising charges specified in the booking form;
- 1.3 "the booking form" is the form to which these terms and conditions are annexed;
- 1.4 "the client" means the person named in the booking form;
- 1.5 "the contract" means the advertising contract evidenced by the booking form and these terms and conditions;
- 1.6 "the deposit" means the deposit specified in the booking form;
- 1.7 "the publication" means the publication specified in the booking form;
- 1.8 "the publisher" means ITM Corporation Pty Ltd ACN 121 794 367.

2. PLACEMENT OF ADVERTISEMENTS

- 2.1 The client has requested the publisher to place the advertisement in the publication, as specified in the booking form; and in consideration of the publisher accepting the booking and publishing the advertisement, the client agrees to pay the advertising charges specified in the booking form in accordance with the payment terms.
- 2.2 Advertising accepted for publication by the publisher is subject to the rules applicable to advertising laid down from time to time by the Media Council of Australia.
- 2.3 Every advertisement is subject to the publisher's approval and the publisher may, at its discretion, refuse to accept an advertisement for publication without assigning any reason therefor.
- 2.4 The publisher accepts no responsibility or liability in relation to any loss due to the failure of an advertisement to appear according to instructions.

3. PAYMENT TERMS

- 3.1 The client must pay the deposit to the publisher immediately upon signing the booking form.
- 3.2 The client must pay the balance of the advertising charges within seven days of the client's receipt of a tax invoice issued by the publisher, unless a 30 day account with In Touch In Business has been approved.
- 3.3 The publisher will issue invoices for the advertising charges each time the advertisement is published.
- 3.4 The client must pay interest calculated at the rate 2% per month on overdue payments.
- 3.5 The client agrees to pay all costs and expenses incurred by the publisher in recovering amounts due by the client to the publisher, including legal costs on a solicitor and own client basis.

4. CONTENT OF CLIENT'S ADVERTISING

- 4.1 The client must submit its advertisement in the format prescribed by the publisher.
- 4.2 If the publisher, in its reasonable opinion, determines that the advertising material provided by the client is of inferior quality, incomplete, defamatory, inaccurate or misleading in any respect, the publisher may reject the client's advertising material; and in such circumstances the client must re-submit an advertisement which complies with the law and with the publisher's reasonable requirements.
- 4.3 It is a condition of the contract that if the client fails to comply, in a timely fashion, with the publisher's reasonable requirements in relation to the format and content of the advertisement, the publisher may publish without the client's advertisement; but the client shall remain liable to pay the advertising fee for the advertisement to the publisher in accordance with the contract.

5. NON-CANCELLATION

- 5.1 The client acknowledges and agrees that the publisher has offered to publish the client's advertisement and the client's acceptance of the publisher's offer is evidenced by the client signing the booking form, whereupon the contract has been formed; and the client acknowledges and agrees that it is not entitled to terminate the contract.
- 5.2 The client warrants that the advertisement will not infringe the copyright or trade mark of any other person, nor will it contain any defamatory material, or offend the provisions of the Trade Practices Act (Commonwealth) or the Fair Trading Act (Queensland).
- 5.3 The client indemnifies the publisher and shall keep the publisher indemnified against any loss or damage suffered or liability incurred by the publisher as a result of the publisher publishing the client's advertisement.

6. WARRANTY & INDEMNITY

- 6.1 The person who signs the booking form on behalf of the client warrants to the publisher that he/she has been duly authorised to enter into this contract on behalf of the client and, accordingly, he/she hereby indemnifies the publisher and shall keep the publisher indemnified against all damages (including legal costs) which may be incurred by the publisher as a result of the authority being disputed or the warranty proving untrue.
- 6.2 The client indemnifies the publisher, its officers, servants and agents against all liability, claims or proceedings whatsoever arising from the publication of the client's advertisement; and without limiting the generality of the foregoing the client indemnifies each of them from claims arising out of defamation, infringement of copyright, trade mark infringement, claims made pursuant to the Trade Practices Act and/or the Fair Trading Act, and claims of infringement of privacy; and the client warrants that the advertisement complies with all relevant laws and regulations and that its publication will not give rise to any rights against or liabilities for the publisher, its officers servants or agents.

7. FURTHER ASSURANCE

- 7.1 Each party shall at its own cost from time to time do all things (including executing documents) necessary or desirable to give full effect to the contract.

8. GOVERNING LAW

- 8.1 The law of the contract is the law of Queensland and the Commonwealth of Australia. The parties submit themselves to the jurisdiction of the courts of Queensland and the Commonwealth of Australia for all proceedings arising from the contract.

9. VARIATION

- 9.1 The variation or waiver of a provision of the contract, or a party's consent to a departure from a provision by another party, is ineffective unless in writing, executed by the parties.

10. WAIVER

- 10.1 A party's failure or delay to exercise a power or right does not operate as a waiver of that, or any other, power or right.

11. INTERPRETATION

- 11.1 The singular includes the plural and the plural includes the singular. A reference to a gender includes a reference to each other gender. A reference to a person includes a reference to a firm, corporation or other corporate body. A reference to a statute, regulation or provision of a statute or regulation includes a reference to that statute, regulation or provision as amended or re-enacted from time to time. A reference to writing includes a reference to printing, typing and other methods of reproducing words in a visible form. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings. "Including" and similar expressions are not words of limitation.