

Peninsula Living and North Shore Living Magazines - Terms and Conditions

1. All Advertisers agree to be bound by the Terms & Conditions set out on www.activenetworks.com.au as well as any other conditions specified, as applicable.
2. In advertising in the *Peninsula Living* magazines or *North Shore Living* (ACTIVE NETWORKS PTY LTD), Advertisers are entering into a contract with Active Networks Pty Ltd. In this document, Publisher refers to Active Networks Pty Ltd. Advertiser / client / company is the term used for the business, or individual that is contracted to advertise in *Peninsula Living* and *North Shore Living* magazines in print or in digital form.
3. Active Networks Pty Ltd may vary these terms and conditions at any time without notice. Changes will be effective as soon as they have been posted on the Website.
4. Continued advertising after any modifications to the terms & conditions indicates acceptance of the new terms and conditions

Invoicing and payment terms:

1. The terms for invoices are strictly Fourteen (14) Days from the date on the invoice. An administrative fee of \$15 per month will apply for all accounts that fall over 30 days.
2. Advertisers may pay by credit card or electronic transfer of funds. ACTIVE NETWORKS PTY LTD reserves the right to process the credit card or electronic transfer (direct debit) for payment as required to achieve a successful outcome in the event that the original processing transaction is unsuccessful. The Advertiser acknowledges that it is solely responsible for any charges or fees associated with insufficient funds or any other such charge relating to the collection of payments and that Active Networks will recover these costs from the client.

Cancellation Policy

1. Cancellation must be received in writing or by email. Cancellation will NOT be accepted after the booking deadline.
2. Where an advertiser cancels a booking they will be back charged at the rate consistent with their ad campaign frequency, including all loadings and the cost of any advertorial and copywriting. Where the advertiser cancels a promotional offer they will be back charged at the rate card rate along with all loadings and extras. eg If after 3 issues of a 6 issue booking the client cancels their remaining adverts then the price of the first 3 ads will be adjusted to be the casual ad rate plus loadings despite any agreement to the contrary. If an advertorial has run the client will be charged for the equivalent space and the cost of copywriting if applicable. This applies whether the advertising campaign is part of a special promotion or a standard campaign. On cancelling any value adds such as upsizes, advertorials, additional adverts or online advertising must be paid for.

Artwork

1. Artwork and booking deadlines can be found in the magazine or at www.activenetworks.com.au
2. If an advertiser at any time fails to supply copy within the deadline, it is understood and agreed that the last copy supplied (if available) will be repeated. The Publisher reserves the right to charge the full rate for advertising space that has been booked but where no artwork is forthcoming.
3. Advertisements are positioned entirely at the discretion of the Publisher, unless loadings are agreed and charged.
4. No guarantee is given on tonal colour reproduction. The Publisher reserves the right to change the colour due to mechanical requirements of publishing. Exact tones of grey and black are not guaranteed. The advertiser accepts that variations between the proofs provided by Active Networks Pty Ltd and the final finished product will occur.
5. Where advertorial coverage is a part of an advertisers advert booking the editor has sole discretion on the final advertorial content and layout. All advertising charges must be paid regardless of the content of advertorial copy.
6. Editorial style advertisements are required to be distinguishable as advertising and / or the word Advertisement placed at the top of the advertisement or page.
7. Where advertorial content is not received by Active Networks by the due date Active Networks will cancel the advertorial. The advertiser will no longer be entitled to the advertorial.

8. Advertising material is accepted on the understanding that it is ready for production and delivered on or before the deadline. Work undertaken to make good late copy, including typesetting, is subject to charges according to the work performed. When material is overdue or not received, the Publisher reserves the right to repeat a previous advertisement and the client accepts that they will pay for the advertisement.
9. Absolutely no responsibility is accepted for errors contained in artwork that is supplied by outside designers, including dropped links, and poor image quality. It is the responsibility of the advertiser to ensure their designers meet Active Networks Pty Ltd's technical specifications. Active Networks Pty Ltd DOES NOT accept artwork created in Corel Draw, Power Point, Microsoft Word or Publisher. The cost of converting artwork supplied in these formats will be charged to the advertiser.

Bookings and disputes

1. The receipt of finished artwork, advertising material, fax, email, text or letter confirming a booking, constitutes an advertisement booking, and as such, the terms and conditions outlined on the website apply.
2. Advertisements booked are accepted as being authorised by the Principal and that the advertiser and the signature appearing on the Booking is that of the authorised person within the company. As such the company will be held liable for all costs and expenses incidental to this order including administration, debt collection and legal costs.
3. If the Advertiser at anytime exceeds ACTIVE NETWORKS PTY LTD 's payment terms and as a result is passed on for collection and or legal action ACTIVE NETWORKS PTY LTD may place a default against the Advertiser with a credit reporting agency.
4. ACTIVE NETWORKS PTY LTD reserves the right to reject or cancel any advertisements without explanation.
5. While every effort will be made to publish as instructed, ACTIVE NETWORKS PTY LTD accepts no liability for any loss arising from failure of the advert / advertorial to appear in full or in part or from any errors within the advertisement / advertorial or from an incorrect placement of the advertisement /advertorial.
6. It is the responsibility of the advertiser to check artwork designed by ACTIVE NETWORKS PTY LTD carefully and to request changes expeditiously. It is not the responsibility of ACTIVE NETWORKS PTY LTD to chase approval - this rests firmly with the advertiser. Where authorisation / approval of artwork has not been received by the notified date the advert / advertorial will be deemed to be ready for publication.
7. Advertisements booked are accepted on the basis that any disputes regarding the advertisement and its appearance are raised with ACTIVE NETWORKS PTY LTD, in writing, within 7 days of the advert being published or going live. Full advertising charges will be sought by ACTIVE NETWORKS PTY LTD, regardless of claims brought up outside this time frame.

Think Local Terms and Conditions

1. All Advertisers agree to be bound by the Terms & Conditions set out on www.thinklocal.com.au as well as any other conditions specified, as applicable.
2. In advertising in Thinklocal.com.au Advertisers are entering into a contract with Active Networks Pty Ltd. In this document, Publisher refers to Active Networks Pty Ltd. Advertiser / client / company is the term used for the business, or individual that is contracted to advertise in Thinklocal.com.au in print or digital form.
3. The term advert, advertisement or advertorial refers to any content published online, in print or digitally regardless of the form it takes and whether it is paid content or free content.
4. Active Networks Pty Ltd may vary these terms and conditions at any time without notice. Changes will be effective as soon as they have been posted on the Website.
5. Continued advertising after any modifications to the terms & conditions indicates acceptance of the new terms and conditions

Think Local - Invoicing and payment terms:

1. ACTIVE NETWORKS PTY LTD reserves the right to make changes to the prices at any time, on 30 days' notice to the Advertiser.
2. Unless otherwise specified advertisers will be billed monthly in advance. An administrative fee of \$15 per month will apply for all accounts that fall over 30 days.

3. At the completion of each 12 month advertising period ACTIVE NETWORKS PTY LTD will automatically apply a CPI increase to the ongoing cost of advertising. This amount will be 4% or CPI whichever is the higher. This amount will be applied at the commencement of each new 12 month advertising period. ACTIVE NETWORKS PTY LTD is NOT required to notify advertisers of this increase.
4. Advertisers are required to pay by credit card or electronic transfer of funds. ACTIVE NETWORKS PTY LTD reserves the right to process the credit card or electronic transfer (direct debit) for payment as required to achieve a successful outcome in the event that the original processing transaction is unsuccessful. The Advertiser acknowledges that it is solely responsible for any charges or fees associated with insufficient funds or any other such charge relating to the collection of payments and that Active Networks will recover these costs from the client.
5. Advertisers will be invoiced from the date that their advertisement is scheduled to go on line. Any delays, caused by the advertiser, that result in a delay placing their advertisement on line is not cause for a delay in invoicing. Where Active Networks Pty Ltd is responsible for a delay in placing the advert on line the date invoicing commences may be delayed. Examples of delays that may be caused by the advertiser include delays in supplying artwork, material, pictures and signoff. This list is not meant to be exhaustive.

Think Local - Cancellation Policy

1. The minimum duration of the contract is one year (12 months). No refund will be made should the advertiser wish to cancel advertising or remove their advertising within this period.
2. At the completion of the contract period the advert will automatically continue to be displayed and the advertiser will continue to be invoiced. This period will be known as the "follow-on period".
3. During the "follow-on period" the advertiser pays monthly in advance by either credit card or electronic transfer (direct debit).
4. Should the advertiser wish to cancel their advertising during the "follow-on period" they must do so in writing. No cancellation fees will apply and no refunds will be made. The advertising contract will end on the 2nd Monday of the month after the date notice of cancellation was received.

Think Local - Bookings and disputes

1. The receipt of a signed booking form, finished artwork, advertising material, fax, email, text or letter confirming a booking, constitutes an advertisement booking, and as such, the terms and conditions outlined on the website apply.
2. Advertisements booked are accepted as being authorised by the Principal and that the advertiser and the signature appearing on the Booking is that of the authorised person within the company. As such the company will be held liable for all costs and expenses incidental to this order including administration, debt collection and legal costs.
3. If the Advertiser at anytime exceeds ACTIVE NETWORKS PTY LTD 's payment terms and as a result is passed on for collection and or legal action ACTIVE NETWORKS PTY LTD may place a default against the Advertiser with a credit reporting agency.
4. ACTIVE NETWORKS PTY LTD reserves the right to reject or cancel any advertisements without explanation.
5. While every effort will be made to publish as instructed, ACTIVE NETWORKS PTY LTD accepts no liability for any loss arising from failure of the advert / advertorials to appear in full or in part or from any errors within the advertisement / advertorials.
6. It is the responsibility of the advertiser to check artwork designed / published by ACTIVE NETWORKS PTY LTD carefully and to request changes expeditiously. It is not the responsibility of ACTIVE NETWORKS PTY LTD to chase approval - this rests firmly with the advertiser. Where authorisation / approval of artwork has not been received by the notified date the advert / advertorial will be deemed to be ready for publication.
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Termination of Contract

1. This Contract may be terminated immediately and without notice by ACTIVE NETWORKS PTY LTD should the advertiser become insolvent or be unable to pay or be unwilling to pay any outstanding fees.
2. ACTIVE NETWORKS PTY LTD reserves the right to pursue the full balance of the advertising contract should the contract be terminated within the contract period.

Copyright

1. Advertisements designed by ACTIVE NETWORKS PTY LTD remains the property of ACTIVE NETWORKS PTY LTD Permission to reproduce artwork elsewhere, particularly in other publications or online, must be obtained in writing.

Privacy Act 1988

1. The Advertiser and/or the Guarantor/s agree for ACTIVE NETWORKS PTY LTD to obtain from a credit reporting agency a credit report containing personal credit information about the Advertiser and Guarantor/s in relation to credit provided by the Publisher.
2. The Advertiser and/or the Guarantor/s agree that ACTIVE NETWORKS PTY LTD may exchange information about the Advertiser and the Guarantor/s with those credit providers either named as trade referees by the Advertiser or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - a. to assess an application by Advertiser; and/or
 - b. to notify other credit providers of a default by the Advertiser; and/or
 - c. to exchange information with other credit providers as to the status of this credit account, where the Advertiser is in default with other credit providers; and/or
 - d. to assess the credit worthiness of Advertiser and/or Guarantor/s.
3. The Advertiser consents to ACTIVE NETWORKS PTY LTD being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
4. The Advertiser agrees that personal credit information provided may be used and retained by ACTIVE NETWORKS PTY LTD for the following purposes and for other purposes as shall be agreed between the Advertiser and ACTIVE NETWORKS PTY LTD or required by law from time to time:
 - a. provision of Goods; and/or
 - b. analysing, verifying and/or checking the Advertiser's credit, payment and/or status in relation to provision of Goods; and/or
 - c. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Advertiser; and/or
 - d. enabling the daily operation of the Advertiser's account and/or the collection of amounts outstanding in the Advertiser's account in relation to the Goods.
5. ACTIVE NETWORKS PTY LTD may give information about the Advertiser to a credit reporting agency for the following purposes:
 - a. to obtain a consumer credit report about the Advertiser; and/or
 - b. allow the credit reporting agency to create or maintain a credit information file containing information about the Advertiser.

1.Warranty and Indemnity

Upon lodging material with ACTIVE NETWORKS PTY LTD or approving the publication of any material Advertisers and/or advertising agencies indemnify ACTIVE NETWORKS PTY LTD , its servants and agents against all liability claims or proceedings whatsoever arising from the publication and without limiting the generality of the foregoing to indemnify each of them in relation to defamation, slander of title, breach of copyright, infringement of trademarks, titles or names, unfair competition or trade practices, royalties or violation of rights of privacy. They also warrant that the material complies with all relevant laws and regulations and that its publication will not give rise to any rights against or liabilities on ACTIVE NETWORKS PTY LTD, its servants or agents and in particular that nothing therein is capable of being misled or deceptive or otherwise in breach of Part V of the Trade Practices Act 1974.