



advertising feature booking confirmation

EFFECTIVE JULY 2007 – Highlife Magazine is full colour throughout. There is no extra charge for four-colour advertisements. If necessary our professional photographers can take the pictures for advertisers in the Southern Highlands. **There is a charge of \$50 (+ GST) per photograph for this service. Minimum charge \$100 (+ GST).** Photographs or transparencies supplied by clients should be of the highest quality so we can assure you of superb reproduction. If you require us to prepare artwork please advise us at the time you book your space. For advertisements created by the publisher, the price includes eight images per full page, four images per half page and two images per quarter page. **Images above that number attract a \$50 fee per extra image.** We cannot guarantee quality reproduction of supplied digital images. Please note: this signed advertising booking confirmation form, with the details of your requirements, is necessary to confirm your booking.

Business/Company Name: ABN: Contact Name:
Phone: Fax: Billing Address: Post Code:
Company Street Address: Post Code: Email:

SPACE REQUIREMENTS

NON TOURISM SOUTHERN HIGHLANDS MEMBER 1 MODULE \$400 + GST 2 MODULE \$700 + GST
TOURISM SOUTHERN HIGHLANDS MEMBER 1 MODULE \$300 + GST 2 MODULE \$600 + GST

ARTWORK

All images and text due to Highlife before Monday 2 March 2009.
All proofing will be done via email or fax with a maximum of two changes (excluding errors).

PHOTOGRAPHY

Yes, I need photographs taken. I agree to pay \$100 (+ GST) per photograph (Southern Highlands only).
Minimum charge \$200 + GST. Maximum 1 hour of photography. Extra time by negotiation. Signature:

PAYMENT AUTHORISATION

- PAYMENT OPTIONS 1. Standing order for credit card debit per booking. Please see Standing Order to Debit Credit Card form.
2. Seven day account from date of publication with completion of credit application and subsequent approval.
For payment via direct deposit, credit card or cheque. Please see Application for Credit Account form.

PLEASE NOTE: All Directory advertising must be prepaid. Please make cheques payable to: CANONGATE PARTNERS PTY LTD. Post to: P.O.Box 1174 Bowral NSW 2576
I acknowledge that conditions 1-6 below (especially condition 4) have been fully explained to me and that a surcharge may apply and I agree to the terms and conditions stated overleaf.

Authorised by: Signature:

1. Cancellations made after the final copy deadline for each issue and prior to 4 weeks from publication will be subject to 50% of the quoted advertising rate. Any cancellations made 4 weeks or less prior to publication will incur 100% of the quoted advertising rate. 2. A contract is for 12 months from the date of first issue booked. 3. All material and/or instructions for advertising will be provided by the published copy deadline. 4. **If the contract is rescinded or not fulfilled in any way, a surcharge applies (please ask us for details).** 5. Unless otherwise agreed in writing, photographs taken by Canongate Partners Pty Ltd or contractors of Canongate Partners Pty Ltd are copyright to Canongate Partners Pty Ltd and must not be reproduced without permission. 6. The publisher takes no responsibility for colour or accurate reproduction if a proof does not accompany supplied advertisements.

SPECIAL INSTRUCTIONS

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PUBLISHERS INDEMNITY: Advertisers and/or advertising agencies, upon lodging material with the publisher for publication or authorising or approving of the publication of any material, indemnify the publisher, its directors, employees and agents against all claims, demands, proceedings, costs, expenses, damages, awards, judgements and any other liability whatsoever, wholly or partially arising directly or indirectly in connection with the publication of material and without limiting the generality of the foregoing, indemnify each of them in relation to defamation, libel, slander of title, infringement of copyright, infringement of trademarks or names of publication titles, unfair competition, breach of trade practices or fair trading legislation, violation of rights of privacy or confidential information or licences or royalty rights or other intellectual property rights, and warrant that the material complies with all the laws and regulations and that its publication will not give rise to any claims against the publisher, its directors, employees and agents and without limiting the generality of the foregoing, that nothing therein is in breach of the Trade Practices Act 1974 or the Copyright Act 1968 or the Fair Trading Act 1987 or the defamation consumer protection and sale of goods legislation of the States and Territories or infringes the rights of any person.

FAX YOUR COMPLETED BOOKING CONFIRMATION TO: 02 4861 6929

T: 02 4861 6311 E: sales@highlifemag.com.au All electronic material to: art@highlifemag.com.au

Canongate Partners Pty Ltd T/A High Life Magazine – Terms & Conditions of Trade

1. **Definitions**
- 1.1 Seller shall mean Canongate Partners Pty Ltd T/A High Life Magazine and its successors and assigns.
- 1.2 Client shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 1.3 Guarantor means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
- 1.4 Goods shall mean goods supplied by the Seller to the Client (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5 Services shall mean all services supplied by the Seller to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 Price shall mean the cost of the Goods as agreed between the Seller and the Client subject to clause 4 of this contract.
2. **Acceptance**
- 2.1 Any instructions received by the Seller from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
- 2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.
- 2.5 The Client undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).
3. **Term**
- 3.1 A contract is for 12 months from the date of first issue booked.
4. **Goods**
- 4.1 The Services/Goods are as described on the invoices, quotation, work authorisation or other work commencement form as provided by the Seller to the Client.
5. **Price And Payment**
- 5.1 (a) At the Seller's sole discretion the Price shall be either:
(i) the price as indicated on invoices provided by the Seller to the Client in respect of Services/Goods supplied; or
(ii) the Seller's current price, at the date of delivery of the Services/Goods, according to the Seller's current Price list; or
(iii) At the Seller's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Services/Goods and shall become immediately due and payable.
- 5.2 Time for payment for the Services/Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Services/Goods.
- 5.3 At the Seller's sole discretion, payment for approved Clients shall be made by instalments in accordance with the Seller's delivery/payment schedule.
- 5.4 At the Seller's sole discretion, payment for approved Clients shall be due on 30th of each month following the posting of a statement to the Client's address or address for notices.
- 5.5 At the Seller's sole discretion, for certain approved Clients payment will be due seven (7) days following the date of the invoice.
- 5.6 Payment will be made by cheque, or by bank cheque, or by credit card (a credit card charge may be applied at the discretion of the Seller), or by direct credit, or by any other method as agreed to between the Client and the Seller.
- 5.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.
6. **Delivery Of Goods / Services**
- 6.1 The Seller may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
- 6.2 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 6.3 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
7. **Client's Disclaimer**
- 7.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Client acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Client and shall not be transferable to any subsequent Client.
8. **Defects/Returns**
- 8.1 The Client shall inspect the Goods on publication and shall within two (2) days of delivery notify the Seller in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect.
- 8.2 Whilst every care is taken by the Seller to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading of the Goods. The Seller shall be under no liability whatever for any errors made by the Client in the final proof-reading of the Goods.
9. **The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**
- 9.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
10. **Intellectual Property**
- 10.1 Where the Seller has designed or drawn Goods for the Client, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Client at the Seller's discretion. Unless otherwise agreed in writing, photographs taken by the Seller or contractors of Seller are copyright to Seller and may not be reproduced without permission.
- 10.2 The Client warrants that all designs or instructions to the Seller will not cause the Seller to infringe or break any patent, registered design, trademark, or copyright, in the execution of the Client's order.
11. **Default & Consequences Of Default**
- 11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
- 11.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominal costs of collection.
- 11.3 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller exercised its rights under this clause.
- 11.4 If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply: An immediate amount of the greater of \$20,000 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause 12.1 hereof.
- 11.5 (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to meet its payments as they fall due; or
(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client;
(d) then without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
(e) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.
12. **Security And Change**
- 12.1 Despite anything to the contrary contained herein or any other rights which the Seller may have however:
(a) Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met. Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
(b) To give effect to the provisions of clause 14.1 (a) and (b) inclusive hereof the Client and/or the Guarantor (if any) do hereby irrevocably nominate, constitute and appoint the Seller or the Seller's nominee as the Client's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/their absolute discretion against the joint and/or several interest of the Client and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Client's and/or Guarantor's name as may be necessary to secure the said Client's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
13. **Cancellation**
- 13.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.2 In the event that the Client cancels delivery of Goods and/or Services the Client shall be liable for the following costs:
(a) If cancellation is made after the final copy deadline for each issue and prior to 2 weeks from publication the cancellation costs will be equal to 50% of the quoted advertising rates.
(b) If cancellation is made 2 weeks or less prior to publication the cancellation costs will be 100% of the quoted advertising rates.
14. **Privacy Act 1988**
- 14.1 The Client and/or the Guarantor agrees for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor in relation to credit provided by the Seller.
- 14.2 The Client and/or the Guarantor agrees that the Seller may exchange information about Client and Guarantor with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
(a) To assess an application by Client;
(b) To notify other credit providers of a default by the Client;
(c) To exchange information with other credit providers; and
(d) To be in default with other credit providers; and
(e) To assess the credit worthiness of Client and/or Guarantor's.
- 14.3 The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 14.4 The Client agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Client and Seller or required by law from time to time:
(a) provision of Services & Goods;
(b) marketing of Services and Goods by the Seller, its agents or distributors in relation to the Services and Goods;
(c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services/Goods;
(d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
(e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services and Goods.
- 14.5 The Seller may give information about the Client to a credit reporting agency for the following purposes:
(a) to obtain a consumer credit report about the Client; and/or
(b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
15. **General**
- 15.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 All Services/Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no responsibility for changes in the law that affect the Services/Goods supplied.
- 15.3 The Seller shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Seller of these terms and conditions.
- 15.4 In the event of any breach of this contract by the Seller the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Services.
- 15.5 The Client shall not set off against the Price amounts due from the Seller.
- 15.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 15.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Client of such change.
- 15.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.