

Traf News

V02.01_21 05 2018

1. Publication of Advertising

- 1.1 Subject to these Terms, Traf News Inc will use its reasonable endeavours to publish advertising submitted by customers ('advertising') in the format submitted by the customer and in accordance with the placement instructions of the customer.
- 1.2 Traf News Inc may, in its discretion and without further cost to the customer, re-publish advertising in Traf News Inc publications.

2. Right to Refuse or Withdraw Advertising

- 2.1 Neither these Terms nor any written or verbal quotation by Traf News Inc represent an offer to publish advertising. A binding contract in relation to a request for advertising will only be formed between Traf News Inc and a customer when Traf News Inc accepts advertising in writing or generates a GST compliant invoice for that advertising.
- 2.2 Even if a contract has been formed in accordance with the above clause, Traf News Inc reserves the right to refuse or withdraw from publication any advertising at any time without giving reasons (even if the advertising has previously been published by Traf News Inc).

3. Right to Vary Format and Placement

- 3.1 Traf News Inc reserves the right:
 - (a) to vary the placement of advertising
 - (b) to change the format of print advertising (including changing a format from colour to black and white).
- 3.2 Traf News Inc will endeavour to notify the customer of any such changes. However, except in accordance with clause 11, Traf News Inc will not be liable for any costs, expenses, losses or damages suffered or incurred by a customer arising from Traf News Inc's failure to publish advertising in accordance with a customer's request.

4. Submission of Advertising

- 4.1 By submitting advertising for publication, the customer warrants to Traf News Inc that the advertising does not breach or infringe:
 - (a) the Trade Practices Act (Cth), Fair Trading Acts (State) and equivalent legislation;
 - (b) State and Commonwealth anti-discrimination legislation;
 - (c) any copyright, trade mark or obligation of confidentiality;
 - (d) any law of defamation or obscenity;
 - (e) any law of contempt of any court, tribunal or royal commission; and (f) any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance of the Commonwealth or any State or Territory).
- 4.2 The customer must not submit advertising for publication that contains contact details for the customer if those contact details do not include the full name and street address of the customer. Post office box and email addresses alone are insufficient.

- 4.3 If, in Traf News Inc's opinion, a customer submits advertising that looks like editorial material, Traf News Inc may publish the advertising under the heading 'Advertising' and with a border distinguishing it from nearby editorial.
- 4.4 The customer must collect advertising material submitted to Traf News Inc immediately after publication. Traf News Inc will endeavour to take reasonable care of advertising material in its custody and control, but will not be responsible for any loss or damage to advertising material (even if caused by Traf News Inc's negligence).

5. Classified Advertising

- 5.1 Traf News Inc will publish classified advertising under the classification heading that it reasonably believes is most appropriate. Classified advertising headings are for the convenience of readers and are determined at the discretion of Traf News Inc.
- 5.2 Traf News Inc will publish classified display advertising sorted by alphabetical caption and, where space permits, with related line advertising.

6. Errors

- 6.1 The customer must promptly
- (a) check proofs of Advertising provided to the Customer by Traf News Inc; and
 - (b) notify Traf News Inc of any errors in the proofs or any published Advertising.
- 6.2 Traf News Inc does not accept responsibility for any errors in print advertising placed over the telephone.
- 6.3 If a Customer wishes to make a claim on Traf News Inc for credit, re-publication or any other remedy in respect of advertising, the customer must send the claim in writing to Traf News Inc no later than 25 days after the date of the tax invoice or date of publication of the advertising (whichever is earlier).
- 6.4 Traf News Inc will only investigate complaints during normal office hours (9am to 5pm, Monday to Friday excluding public holidays).

7. Advertising Rates and Taxes

- 7.1 The customer must pay for advertising in accordance with the rates in Traf News Inc's website (www.trafnews.com). The rates in the website
- (a) may be varied at any time by Traf News Inc without notice; and
 - (b) are inclusive of taxes, duties or GST ('Taxes'), unless the website specifies that GST or other Taxes are not included.
- 7.2 The customer must pay an additional amount equal to any Taxes payable by Traf News Inc in respect of advertising. Traf News Inc will provide customers with a tax invoice or adjustment note (as applicable) in a compliant form for GST purposes.
- 7.3 The customer's eligibility for discounts and rebates will be based on the customer's GST exclusive advertising spend, which will be subsequently adjusted for applicable GST.

8. Credit

- 8.1 Traf News Inc may grant, deny or withdraw credit to a customer at any time in its discretion.

9. Payment

- 9.1 The customer must pay for advertising:
- (a) by pre-payment, if so required by Traf News Inc; or
 - (b) if account, within 14 days after the date of the invoice.
- 9.2 The Customer must pay:
- (a) for advertising in accordance with the size of the advertising material lodged by the customer, or the advertising space ordered by the customer, whichever is greater;
 - (b) the full price for advertising notwithstanding:
 - (i) the fact that Traf News Inc has exercised its right to vary the format or placement of the advertising; and
 - (ii) any error or omission in the advertising (unless the error or omission was the fault of Traf News Inc).

10. Failure to Pay and other Breach

- 10.1 If a Customer fails to pay for advertising in accordance with clause 10 or if a customer suffers an Insolvency Event as defined in clause 10.3
- 10.2 Traf News Inc may (in its discretion and without limitation):
- (a) cancel any provision of credit to the customer;
 - (b) require cash pre-payment for further advertising;
 - (c) charge interest on all overdue amounts at the rate 2% above the Bendigo & Adelaide Bank Overdraft Base Rate;
 - (d) take proceedings against the customer for any outstanding amounts;
 - (e) recover from the Customer all costs relating to any action taken by Traf News Inc to recover amounts owing for advertising, including without limitation any mercantile agency costs and legal costs on a full indemnity basis;
 - (f) cease publication of any further Advertising on behalf of the Customer and terminate any agreement in relation to Advertising not yet published; and
 - (g) exercise any other rights at law.
- 10.3 A Customer suffers an 'Insolvency Event' if:
- (a) the customer is a natural person and the customer commits an act of bankruptcy;
 - (b) the customer is a body corporate and the customer:
 - (i) cannot pay its debts as and when they fall due;
 - (ii) enters into any arrangement with its creditors other than in the ordinary course of business;
 - (iii) passes a resolution for administration, wind up or liquidation (other than for the purposes of reorganisation or reconstruction);
 - (iv) a receiver, manager, liquidator or administrator is appointed to any of its property or assets; or
 - (v) any petition is presented for the winding up of the Customer.
- 10.4 Traf News Inc reserves the right to withhold any discounts or rebates if the customer fails to comply with its payment obligations.
- 10.5 A written statement of debt by an authorised employee, contractor or volunteer of Traf News Inc shall be prima facie evidence and proof of the amount owed by the customer to Traf News Inc.

11. Liability

- 11.1 The customer acknowledges that it has not relied on any advice given or representation made by or on behalf of Traf News Inc in connection with the advertising.
- 11.2 Traf News Inc excludes all implied conditions and warranties from these Terms, except any condition or warranty (such as conditions and warranties implied by the Trade Practices Act and equivalent State acts) which cannot by law be excluded ('Non-excludable Condition').
- 11.3 Traf News Inc limits its liability:
- (a) for breach of any Non-Excludable Condition (to the extent that liability for such breach can by law be limited); and
 - (b) for any other error or omission in published advertising caused by Traf News Inc, to (at Traf News Inc's option) resupply of the advertising services affected by the breach, or payment of the cost of re-supply.
- 11.4 Subject to clauses 11.2 and 11.3, Traf News Inc excludes all other liability to the customer for any costs, expenses, losses and damages suffered or incurred by the customer in connection with these Terms and any advertising published by Traf News Inc, whether that liability arises in contract, tort (including by Traf News Inc's negligence) or under statute. Without limitation, Traf News Inc will in no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.
- 11.5 The customer indemnifies Traf News Inc and its officers, volunteers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the customer's breach of these Terms and any negligent or unlawful act or omission of the customer in connection with the advertising.

12. Privacy

- 12.1. The personal information provided by customer is collected and stored by Traf News Inc and will be used in connection with the advertising services requested by customer (including processing of invoices and payments), credit assessment of applications submitted (if any), and internal marketing campaigns. Traf News Inc may disclose personal information to a debt collection agency, risk insurers or solicitors in the event a customer's account is overdue.
- 12.2 Customers may gain access to their personal information by contacting the Traf News Inc's secretary PO Box 25, Trafalgar VIC, VIC 3824.
- 12.3 If the customer does not provide the requested information, it will not be possible to supply the customer with advertising and/or other services.

13. General

- 13.1 These Terms, the advertising order and customer confirmation of advertising represent the entire agreement of the customer and Traf News Inc in relation to advertising. The Terms cannot be varied except in writing by an authorised officer of Traf News Inc. No purchase order or other document issued by the customer will vary these Terms.
- 13.2 Traf News Inc will not be liable for any delay or failure to publish advertising caused by a factor outside Traf News Inc's reasonable control (including any Act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).
- 13.3 Traf News Inc may service any notice or court documents on a customer by forwarding them by pre-paid post or facsimile to the last known address of the customer.
- 13.4 These Terms are governed by the laws of the state of Victoria.

14. Cancellations

- 14.1 A cancellation fee is payable where an advertisement has been ordered and cancelled prior to production; Cancellations prior to the 14th of the month will attract a fee of 50 per cent of the advertisement price. Cancellations after the 14th will attract the full charge for the advertisement.

Traf News Inc ABN 54 117 132 402

Address: Kitchener Street, Trafalgar, VIC 3824

Postal: PO Box 25, Trafalgar VIC 3824

Telephone: (03) 5633 2591; mobile 0497 216 003

Email: advert@trafnews.com