

Terms & Conditions

Stretton Publishing Company Ltd (publishing *Her Magazine* and *pink magazine*) Advertising Terms and Conditions (“Conditions”)

1. Basis of Contract

1.1 In these Conditions the “Advertiser” shall mean either an advertising agency where an advertising agency is used or any person, partnership or company and/or its agent placing orders for an insertion of an advertisement in the publication provided or commissioned by Stretton Publishing Company Ltd (the “Order”). Where an advertising agency is used the relationship between Stretton Publishing Company Ltd and the agency is that the Order is and shall be treated as issued by the Advertiser as a principal and there shall be no contract between the Advertiser’s client and Stretton Publishing Company Ltd, nor shall the Advertiser’s client be able to claim upon the contract of the agency with Stretton Publishing Company Ltd.

1.2 The placing of an Order will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Advertiser purports to apply to any quotation, Order acknowledgement or any other document issued by the Advertiser).

2. Acceptance of the Advertisement and Booking Orders

2.1 Advertisements are accepted subject to the following conditions:

2.1.1 Illustrations and other material provided by the Advertiser being in accordance with the standards and guidelines of the Advertising Standards Authority of New Zealand and;

2.1.2 Illustrations and other material provided by the Advertiser being in accordance with standards and guidelines of Stretton Publishing Company Ltd publishing and advertising directors;

2.1.3 Space being available in the publication; and

2.1.4 Subject to the status of the Advertiser itself.

2.2 Advertisements must not contain any reference to Stretton Publishing Company Ltd, or any of their associated companies, products, brands or logos which is, in the sole opinion of Stretton Publishing Company Ltd, likely to imply that Stretton Publishing Company Ltd is sponsoring, endorsing or in any way connected with the Advertiser or the proprietors of other material contained in the advertisement.

2.3 Stretton Publishing Company Ltd reserves the right to refuse advertisements that in the sole opinion of Stretton Publishing Company Ltd are similar in any way to the editorial style of any Stretton Publishing Company Ltd produced or Stretton Publishing Company Ltd licensed publication.

2.4 Stretton Publishing Company Ltd has at its absolute discretion the right to omit, suspend or change the position of any advertisement accepted for insertion and the right to make any alteration it considers necessary or desirable in an advertisement, including repeating the most appropriate copy if necessary, or to require copy to be amended to meet its approval.

2.5 Any bookings made verbally by the Advertiser shall be conditional upon and subject to acceptance by the Stretton Publishing Company Ltd pursuant to the conditions set out in this Agreement.

3. Content of Advertisements and Advertiser’s Warranties

3.1 The Advertiser warrants it has the full power and authority to enter into and perform the terms of these Conditions and has not entered into any arrangement which in any way conflicts with these Conditions or inhibits restricts or impairs its ability to perform its obligations under these Conditions.

3.2 The Advertiser warrants that the placing of an Order for the insertion of an advertisement in any Stretton Publishing Company Ltd publication will:

3.2.1 Comply with all relevant advertising acts and with the guidelines set by the Advertising Standards Authority and any other relevant legislation;

3.2.2 Not contain any material that shall infringe any copyright, right of trademark, right of privacy, right of publicity or personality or any other right of any other nature of any person, or be obscene or libellous or blasphemous or defamatory, and that the advertisements do not incorporate any third party source material, or otherwise legally actionable under any civil or criminal laws in force in any legal jurisdiction or which might bring Stretton Publishing Company Ltd or its magazine products into disrepute;

3.2.3 be legal, decent honest and truthful so as to comply with the New Zealand advertising codes of practise, consumer protection legislation and other codes under the general supervision of the Advertising Standards Authority;

3.2.4 be no claims, demands, liens, encumbrances or rights of any kind in the advertisements resulting from any act or omission of the Advertiser, which can or will impair or interfere with the rights of Stretton Publishing Company Ltd, and that nothing contained in the advertisements, nor any use of it, will violate any right of any third party.

4. Payments

4.1 Unless payment is to be made in advance, accounts shall be paid no later than the twentieth date of the month of publication. Invoicing will be posted the week of publication's release (last week of month previous to publication). The existence of a query on any individual item in an account shall not affect the due date of payment of the balance of the account.

4.2 Advertising agencies will pay Stretton Publishing Company Ltd no later than on the 20th of the month following the publication month.

4.3 Stretton Publishing Company Ltd reserves the right to charge interest on any monies due which shall be in arrears and unpaid. Such interest will be calculated upon the amount owing at a rate equivalent to 4% per annum above the base rate of the Bank of New Zealand for the time being in force.

4.4 Outstanding accounts are forwarded to a debt collection agency after 3 months. The supplier will be liable for any costs associated with the debt collection, legal costs of solicitor clients costs incurred to any outstanding amounts owed.

4.5 Any queries or disputed relating to any invoice issued by Stretton Publishing Company Ltd must be raised by the Advertiser within two weeks of receipt otherwise the invoice will be deemed accepted.

4.6 Where the Advertiser has undertaken to supply material for the advertisement/insert and such material has been accepted by Stretton Publishing Company Ltd, we reserve the right to charge the full rate agreed for the advertisement/insert if such material fails to arrive at the agreed time, place or in suitable condition for insertion and in the case of advertisements to repeat the most appropriate copy. Copy must be supplied without application from Stretton Publishing Company Ltd.

4.7 Charges will be made to the Advertiser where the printers are involved in extra production work owing to acts or defaults of the Advertiser.

5. Liability and Indemnity

5.1 Stretton Publishing Company Ltd will not be liable for any loss or damage direct or consequential, occasioned by error in the insertion of or omission to insert any advertisement, or for late or early publication of an advertisement, and/or the magazine or failure to perform any other obligation whether occasioned by negligence, or otherwise save in cases occasioned by the direct negligent act of Stretton Publishing Company Ltd in which case compensation may be negotiated up to a maximum of the cost of the space booked and paid by the Advertiser.

5.2 The Advertiser shall indemnify Stretton Publishing Company Ltd against any claim, cost, loss, damage, and/or expense that Stretton Publishing Company Ltd may incur as a direct or indirect consequence of Stretton Publishing Company Ltd publishing the advertisement in accordance with the copy instructions supplied by the Advertiser. In any case where a claim is made against Stretton Publishing Company Ltd and where an Advertiser may ultimately be liable under the terms hereof, notice in writing shall be given to the Advertiser in order that consultation shall take place before any expense is incurred or the claim settled, defended or otherwise disposed of to the Advertiser's detriment.

5.3 Stretton Publishing Company Ltd will not be liable for any damage or loss of any material supplied for the purposes of an advertisement caused by negligence or otherwise.

5.4 Stretton Publishing Company Ltd will not be liable for any loss or damage direct or consequential, occasioned by error in the positioning of or omission to publish any Advertisement or for late publication of an Advertisement or failure to perform any other obligation whether occasioned by negligence or otherwise.

5.5 Any matter of complaint arising out of the publication of an advertisement must be raised in writing with Stretton Publishing Company Ltd.

6. Cancellation

6.1 All cancellations of Orders must be in writing in accordance with clause 8.4 below.

6.2 Cancellations of Orders made one week prior to the outlined material deadline will incur a 50% cancellation fee.

6.2.1 Cancellations of Orders made 24 hours or less to the outlined material deadline will incur a 100% cancellation fee.

7. Termination

7.1 Stretton Publishing Company Ltd shall have the right to terminate these Conditions upon the giving of written notice to the Advertiser in the event of any of the following events:

7.1.1 If the Advertiser commits any material breach of its obligations under these Conditions which, in the case of a breach capable of remedy, is not remedied within 10 days of service of a notice specifying the breach and requiring it to be remedied;

7.2 Termination of these Conditions for whatever cause shall not cancel any indebtedness of the Advertiser to Stretton Publishing Company Ltd under these Conditions and shall be without prejudice to any rights of Stretton Publishing Company Ltd accrued before termination.

8. General

8.1 These Conditions set out the entire agreement and understanding between the Advertiser and Stretton Publishing Company Ltd in connection with the sale of advertisements to Stretton Publishing Company Ltd and shall supersede and replace all documentation previously issued by the Advertiser purporting to set its terms and conditions of the sale of the advertisements.

8.2 If at any time one or more of the clauses of the Conditions is held to be or becomes void or otherwise unenforceable for any reason under applicable law, the same shall be deemed omitted from the Conditions and the validity and/or enforceability of the remaining provisions of the Conditions shall not be affected or impaired as a result of that omission

8.3 Neither party is appointed nor authorised to act as the legal agent of the other nor, sure as expressly set out in these Conditions neither shall make any commitments or representations on behalf of the other. Neither party is the partner of the other and no partnership is created by these Conditions.

8.4 Any notice given under these Conditions must be in writing and sent by registered post or sent by facsimile transmission to a director of Stretton Publishing Company Ltd – with a copy sent to the Advertising Manager. Notices shall be deemed received at the expiration of 3 business days if delivered by registered post or at 10 hours am local time of the recipient on the next business day following dispatch is sent by facsimile. To prove service of any notice it shall be sufficient to show in the case of a notice served by post that the same was duly addressed prepaid and posted in the manner set out above. In the case of a notice given by facsimile transmission, it shall be sufficient to show that it was dispatched in a legible and complete form to the correct telephone number without any error message provided that a confirmation copy of the transmission is sent to the recipient by post in the manner set out above. Failure to send a confirmation copy will invalidate the service of any facsimile transmission.

8.5 The Advertiser may not set off any claims against any monies payable to Stretton Publishing Company Ltd under these Conditions unless agreed beforehand in writing with Stretton Publishing Company Ltd.

8.6 Any variation to these Conditions must be in writing and agreed by the parties.

8.7 No failure or delay by any party in exercising its rights under these Conditions will operate as a waiver of that right nor will any single or particular exercise by either party of any right procedure any further exercise of any other right.

8.8 These Conditions and any dispute or claim arising out of or in connection with it shall be governed by and be construed in all respects in accordance with New Zealand law. All disputes or claims arising out of or relating to these Conditions shall be subject to the exclusive jurisdiction of the New Zealand courts to which the parties irrevocable submit.