

TERMS & CONDITIONS

1. In these Terms and Conditions, the "Advertiser" means the person or organisation placing the advertisement. These Terms and Conditions shall apply to and form part of each order for advertising placed with Luna Media.
2. The Advertiser, where required by Luna Media, shall provide a completed Credit Application form and where applicable also provide Directors and/or personal guarantees or security.
3. Luna Media reserves the right to use the services of a credit reporting agency should credit facilities be required by the Advertiser.
4. The Advertiser acknowledges that Luna Media may make enquiries in accordance with the Privacy Act 1988 as to the information provided herein in relation to the Advertiser, its directors (if a company) and related entities.
5. The Advertiser shall pay Luna Media the total Tax Invoice amount for all advertising which shall comprise:
 - a. The amount shown in the Schedule to the order for advertising space used (as varied in accordance with these terms and conditions),
 - b. All other cost or expenses which may be incurred by Luna Media at the instance of the Advertiser in respect of art work, special typesetting, author correction, film positives and otherwise in respect of the order, and
 - c. All Government taxes and/or charges (including GST).
6. Payment in full of the Total Tax invoice amount shall be made at the head office of Luna Media and:
 - a. On or before the Payment Due Date Indicated on the Tax Invoice.
 - b. Interest may be charged on overdue accounts from the first day of the second month after the month in which the ad was invoiced at the rate of twelve (12) percent per annum or at two (2) percent more than the prime lending rate of Westpac Banking Corporation as published in the Australian Financial Review on that day, whichever is the greater.
 - c. The Advertiser agrees to pay Luna Media for any additional expenses incurred in collecting outstanding debts.
 - d. An administration fee will be charged to the Advertiser's account every time a cheque is dishonoured.
 - e. Credit facilities may be withdrawn on overdue accounts at the company's discretion without notice.
7. Where the Advertiser is an approved advertising agent and provided that payment is made in accordance with clause 6(a), the advertising agent shall deduct a commission calculated at 10% of the total Tax Invoice amount except when otherwise noted on the Tax Invoice.
8. The Advertiser acknowledges that Luna Media in its discretion shall be entitled to do any or all of the following:
 - a. Decline or cancel any advertisement or series of advertisements to which the order relates without stating any reason;
 - b. Postpone the publication of any advertisement at any time or times and from time to time;
 - c. Return or destroy all advertising material which remains in its or its printers possession six months from the last month of publication of the advertisement to which that material relates, without being required to give notice to any person or agency & without in any way being responsible for loss;
 - d. Cut or alter any prints or art work or other materials supplied by the Advertiser in order to conform to mechanical requirements, without being responsible for any loss;
 - e. Place the word "advertisement" on any copy which in Luna Media's opinion too closely resembles editorial matter.
9. The publication of any advertisement pursuant to the order is strictly subject to Luna Media's approval including, but not confined to advertisements which is Luna Media's opinion may contravene any provision of the Trade Practices Act 1974, or may infringe upon any other parties rights.
10. Luna Media shall not be held liable for any loss or damage whatsoever arising from:
 - a. the failure for whatever reason of any advertisement appearing on any specified day at all;
 - b. the loss or damage to any positives, artwork or other material provided by the Advertiser to Luna Media for the advertisements, which shall at all times remain at the risk of the

Advertiser.

11. In the event of a contra, if the Advertiser fails to provide all or part of the services offered by it in return for Luna Media's placement of the advertisements in the publication as agreed, the advertiser shall be liable to pay for all the advertisements at Luna Media's usual standard rate plus any damages incurred.
12. Alterations or Cancellations must be confirmed in writing to Luna Media FOUR weeks prior to the first day the advertisement was scheduled to appear. Where, in respect of any series advertising, copy for any issue is not received by Luna Media by the appropriate deadline date, then Luna Media shall be entitled to insert in that issue in its place copy previously used for the purposes of the order and to apply the rate applicable to that advertising.
13. The Advertiser hereby indemnifies and agrees to hold indemnified Luna Media, its servants and agents and each of them against all liability, claims or proceedings whatsoever which may arise from the publication of any material pursuant to the order, and in particular but without limiting the generality of the foregoing, to indemnify and hold indemnified each and all of them against any action for defamation, slander of title, breach of copyright or infringement of any trade mark, name or description, invasion of privacy or breach of any provision of the Trade Practices Act 1974.
14. A contract year is considered to be 12 consecutive months starting with the month of first insertion. Contracts must be completed within one year from date of first insertion unless specifically arranged prior to first insertion.
15. The publisher will not be bound by any conditions, printed or otherwise, appearing on contracts, insertion orders or copy instructions when such conditions conflict with the regulations set forth in this rate card. Contracts, insertion orders or copy changes will not be accepted without written confirmation.
16. Ad materials will be kept for 12 months after publication. Supplied media are non-returnable. Ads that do not conform to our stated technical requirements might incur additional production costs.
17. Unless Luna Media and the advertiser agree otherwise, the copyright of all works created by Luna Media is the property of Luna Media. Further the Advertiser warrants that the Advertiser has copyright in all works of art supplied by the Advertiser to Luna Media for the purposes of the order and indemnifies Luna Media against all liability, losses or expenses incurred by Luna Media in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to the copyright.
18. The Advertiser agrees that all or any litigation that arises from this agreement, either for civil claims, damages or breach of contract, shall be subject to the jurisdiction of the appropriate courts in the state of New South Wales and shall be heard in New South Wales.
19. Prices in this presentation are subject to change without notice.