



ADVERTISING TERMS AND CONDITIONS

DEFINITIONS

In these terms and conditions "Company" means Classroom Calendars (Australia) Pty Ltd and "Advertiser" means the person, company or organisation that wishes to place advertisements on The Company's publications and/or websites. "Publications" means wall planners and other printed materials published for recipient schools. "Booking," means a request or order (whether written or verbal) for an advertisement to be placed in The Company's publications or websites.

Advertising Agencies, unless the context requires otherwise, will be treated as acting as The Advertiser.

SPECIFIC CONDITIONS

1. These terms and conditions shall govern every Booking and shall constitute a contract between the Company and the Advertiser and shall apply to all advertisements accepted by the Company.

2. The Advertiser warrants that the person making the Booking and approving the proof for final publication is authorised to do so on behalf of the company, person or organisation (the "Authorised Person"). The Company will accept no liability or responsibility if an unauthorised person places the Booking, provided the Company has made reasonable attempts to establish that the person is authorised to act on behalf of the Advertiser. In such a case, the Advertiser accepts liability for payment of the booking and the full cost of the advertisement remains payable.

3. The Company reserves the right to refuse, withdraw, omit or otherwise deal with all advertisements at its absolute discretion without any liability to the Advertiser thereby arising.

4. The advertisement must comply with the Australian Code of Advertising Practice, and all laws and guidelines that may be applicable. Should the advertisement not comply, the Company shall not be held responsible and reserves the right not to publish such advertisement.

5. All advertisements are accepted subject to space being available and to the copy supplied by the Advertiser being acceptable to the Company, at its discretion. The Company shall not in any way be liable to the Advertiser for any loss suffered by the Advertiser due to non-availability of space or unacceptability of copy.

6. The Advertiser is aware that from time to time the Company may find it necessary to modify the size of the advertisement (within a 10% tolerance range), change the position of any insertion or make other minor alterations to the advertisements. The Company shall in no circumstances be held responsible for the expenses incurred, as a result of additions, changes or deletions from any advertisement reasonably required by the Company.

7. The Advertiser accepts that any liability by the Company for error in an advertisement or the non-publication of an advertisement is limited to the actual charge made by the Company to the Advertiser for that advertisement.

8. The Advertiser shall have the right to request the Company in writing to make changes to the advertisement and the Company shall use its reasonable endeavours to comply with such requests. These changes can only be accepted up to the copy date of each publication.

9. A verbal recording may be taken as confirmation of a Verbal Booking provided the Advertiser has given their consent to the recording and the details of the booking have been covered satisfactorily in the recording.

10. Each Booking shall be treated as a separate contract. There shall be no right of set off between separate bookings and/or advertisements and regardless of any series, multiple or separate booking by the Advertiser or of any series or other discount offered by the Company. Each Booking and each publication of an advertisement shall be deemed to be the subject of a contract.

11. The Company reserves the right to determine the position of each advertisement unless a special position at a premium has been agreed in writing between the Advertiser and the Company. Should the Company not honor an agreed premium position, then a discount of up to thirty percent may be provided.

RATES

12(a) Advertisement rates for insertions are as outlined on the Advertisers Booking Form, Verbal Agreement or on the General Rates Card.

12(b) In the case of a series booking, discounts will only be given when the series is booked in advance and completed within the following six months and there is no cancellation by The Advertiser.

CANCELLATIONS & COOLING OFF PERIOD

13(a) If the Advertiser cancels part of a series booking before the series is completed The Advertiser may at the company's sole discretion be charged at the standard rate for each advertisement inserted prior to such cancellation, and the Advertiser shall immediately pay to the Company all such additional sums as may be due as a result of the Company so charging.

13(b) The Company will only accept cancellations if in writing and received within 5 (five) business days of the Booking received from the Advertiser (Cooling Off Period). Any cancellations received after such date will be of no effect and the advertisement will be payable in full.

COPY & MATERIAL

14(a) It is the Advertiser's responsibility to supply the copy and all materials required for advertisements in a form acceptable to the Company prior to the Company's scheduled copy date for the publication ("Advertiser Developed Copy"). Failure to do so will mean that, at the Company's discretion, existing copy may be repeated or the advertisement omitted if no repeat copy is available. In either case, the full cost of the advertisement remains payable.

14(b) Advertisements that require additional work by the Company prior to publication will not be subject to additional charges, however the Company shall not be liable for any errors occurring in the preparation of the Advertiser's copy.

14(c) If the Advertiser requires the Company to prepare advertising copy on their behalf, the Advertiser will provide details of text, logos, artwork, layout and any other requirements for the advertisement (the "Artwork") within 5 (five) business days of the initial booking confirmation (Artwork Date), or as otherwise agreed in writing. Failure to do so will mean that, at the Company's discretion, copy may be developed from other sources (e.g. Yellow Pages, Company websites or other published materials) or the advertisement omitted completely. In either case the full cost of the advertisement remains payable.

14(d) Upon receipt of the Advertiser Developed Copy or Artwork, an advertisement proof document ("Proof Document") will be supplied to the Advertiser via email (where possible) or fax (if necessary). Unless otherwise agreed, the Advertiser will have 5 (five) business days from receipt of the Proof Document to advise the Company, in writing, of any errors or required amendments and finalise the Advertisement ("Copy Date"). If no advice is received within this timeframe the copy on the Proof Document will be deemed to be correct and approved by the Advertiser for use.

14(e) Unless otherwise agreed, all advertisements will be printed in one colour as nominated by the Publications recipient school.

14(f) Where a booking is made but the Advertiser Developed Copy or Artwork have not been received by the Company by the Copy Date, the full cost of that booking remains payable. In such a case the Company warrants to take all possible steps to obtain materials from the Advertiser prior to the Copy Date.

14(g) Whilst every care is taken to avoid errors the Company shall not be liable for errors due to insufficient and inaccurate instructions or circumstances beyond its control.

14(h) The Company shall not be liable for any loss suffered by or occasioned to any copy and/or artwork and other property of the Advertiser which shall be held at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. The Company reserves the right to destroy, without notice, all copy and/or artwork or other property of the Advertiser which has been in its custody for six months from the date of its last use.

14(i) A complementary copy of the publication will be sent to the Advertiser with the first invoice. The Advertiser may request additional copies of the publication, but any request must be received in writing prior to the publication Copy Date. Provision of additional copies of the publication to the Advertiser will be wholly at the discretion of the Company.

14(j) Complaints about mistakes or poor reproduction must be received in writing to the Company within 14 (fourteen) days of the Advertiser's receipt of their advertising proof. Complaints received thereafter shall not be entertained by the Company, and the Company shall have no liability in respect thereof.

14(k) The Advertiser agrees that once published the advertisement design becomes the property of the company and is therefore covered by Australian copyright laws. The advertiser also acknowledges that the Company has the right to use the designed advertisements and/or the Advertiser's name and/or logos within any other publication – printed or electronic so long as they are referred to as a client/previous client of the Company's business.

PAYMENT TERMS

15(a) Payment terms are strictly 14 days from the date of invoice.

15(b) Payment options are: Direct Credit, Credit Card, Cheque, Money Order. Due to possible location difficulties, Cash payments will only be accepted by prior written arrangement.

15(c) Unless otherwise agreed in writing, invoices overdue by 28 days or more will be subject to an overdue fee of \$25+GST per invoice.

15(d) In addition to 15(b), failure to settle any invoice including any split payment invoice within the payment terms included in

15(e) above will render the advertiser liable, at The Company's sole discretion, to forfeit any discount or split payment entitlement; and to pay interest on the outstanding invoices at 5.0% per annum, accruing daily, above National Australian Bank Pty base rate. Failure by the Advertiser to comply with these terms or any other payment terms agreed in writing with the Company shall entitle the Company, at its discretion, not to publish any future advertisement previously confirmed.

15(d) Notwithstanding paragraph 15(a) above, if the Advertiser has not paid for an advertisement which forms part of a series booking by the copy date for the next advertisement in the series the Company shall be entitled to omit the next and subsequent advertisements and to charge the Advertiser under paragraph 13 as if it had cancelled the series.

PUBLICATION START DATE

16. The Company does not guarantee the start date of the publication on which the Advertiser has booked. The Company will make every endeavor to ensure that the publication start date is as close to the schedule as possible.

OTHER

17(a) All prices quoted are subject to variation as a result of government taxes and levies.

17(b) The various provisions of these Terms & Conditions are severable and if any of its provisions shall be held to be invalid or unenforceable by any competent court jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Contract.

17(c) This Contract shall be governed and construed in all respects in accordance with the laws applicable in Queensland and any disputes will be subject to the jurisdiction of the Queensland Courts.

17(d) The various provisions of these Terms & Conditions may be amended and changed at anytime without notice. The latest version may be found at www.classroomcalendars.com.au or by emailing termsandconditions@classroomcalendars.com.au

INDEMNITIES

18. The Advertiser and the Authorised Person specifically undertakes that the advertisement (a) shall not contravene any Australian law, and (b) shall conform to the Australian Code of Advertising Practice and (c) shall be original to the Advertiser and shall not be illegal or defamatory or infringe the copyright or other proprietary rights of any third party and (d) shall be legal, decent, honest and truthful.

19. The Advertiser shall indemnify the Company against any claim (including legal and other costs and expenses incurred in dealing with any claim) arising from the publication of an advertisement that does not conform to the undertaking in paragraph 18 above.