

Advertiser Terms & Conditions (Effective 31 March 2024)

All advertising bookings made with either WCP Media or Two Tribes Media ("the publishers") are subject to these Terms & Conditions. These Terms & Conditions replace all previous Terms & Conditions and are subject to change without notice.

- 1) HOW TO BOOK An advertising booking can be made by email, verbally or by completing an online booking form.
- 2) BOOKING FORM—The relevant Booking Form will be emailed to the advertiser at the time of booking, regardless of the method of booking (above). It is the responsibility of the advertiser to ensure that the email address provided at the time of booking is correct.
- 3) ACCEPTANCE OF BOOKING- The booking agreement is constituted by:
 - a) The advertiser signing the booking form and returning it to the sender/publisher; **or**
 - b) The advertiser supplying artwork for inclusion in the booked publication by the provided deadline; or
 - c) The advertiser supplying amendments and/or approval of artwork created by the publisher and supplied to the advertiser by the provided deadline.

4) CANCELLATION

- a) If a booking is cancelled **in writing** within 3 days of being made (see 1) or 3 or more days prior to the provided deadline for the supply of material or finished artwork (whichever comes first), the booking will be cancelled, and no fee will be charged. If the publisher produced artwork prior to cancellation, the advertiser agrees to pay artwork charges at the publisher's normal hourly rate.
- b) If a booking is cancelled after 3 days of being made (see 1) or within 3 days of the provided deadline for the supply of material or finished artwork (whichever comes first), 100% of the booking rate for that booking will be incurred by the advertiser as a cancellation fee. If the publisher produced artwork prior to cancellation, the advertiser agrees to pay artwork charges at the publisher's normal hourly rate in addition to the cancellation fee.
- c) If a multi-issue booking is cancelled prior to completion, 60 days notice in writing is to be provided, and all discounts applied to advertising already completed will be reversed and invoiced in addition to any cancellation fees incurred.
- d) Pre-paid multi-issue bookings will not be refunded.
- 5) **INVOICES** -Invoices will be sent by email on the date the publication is received into our storage facilities and/or distributed (whichever comes first), with the following terms:
 - a) Under \$500 (excl GST) 7 days
 - b) Under \$1000 (excl GST) 14 days
 - c) Over \$1000 (excl GST) 28 days
- 6) **PAYMENT OF INVOICES**—By proceeding with your booking, you agree to settle all invoices according to the agreed payment terms. Within reason, late payment of invoices will incur a late payment fee as per **Clause 7**) below. Advertising bookings will not be cancelled due to late payments unless the publisher deems it necessary.

7) LATE PAYMENT POLICY

- a) Payment reminders will be sent automatically for all overdue invoices.
- b) Overdue or unpaid balances (more than 14 days past the payment due date) will be subject to a 0.5% interest fee per week, cumulative and calculated weekly every 7 days.
- 8) **PAYMENT PLANS** –Are available for advertisers who have booked a six to twelve-month advertising package and who wish to spread the cost of the advertising contract either quarterly, biannually, or monthly. Payment plans need to be communicated at the time of booking by selecting the appropriate plan on the booking form.
- 9) RESPONSIBILITY FOR ADVERTISING CONTENT All advertising bookings submitted to the Publisher are accepted only upon the express condition that the Advertiser, upon lodging material with the Publisher for publication or authorising or approving of the publication of any material, indemnify the Publisher, its servants and agents against all liability claims or proceedings whatsoever arising from the publication and without limiting the generality of the foregoing so indemnify each of them in relation to defamation, slander or title, breach of copyright, infringement of trademarks or names or publication titles, unfair competition or trade practices, royalties or violation of rights of privacy and warrant that the material provided by the advertiser or its representative complies with all relevant laws and regulations and that its publication will not give rise to any rights against liabilities to the Publisher, its servants or agents.