

STANDARD CONDITIONS

All advertisements are accepted subject to the standard conditions of insertion set out below.

1. In these conditions,
 - (1) "the Publisher" means the publisher of the magazine (including any supplement for which no charge is made to its recipient and which is published, whether regularly or occasionally, as part of, or in association with, the magazine in print or digital format or any other form such as online or radio) in or with which the advertisement is to appear or has appeared;
 - (2) "the Buyer" means the person placing with the Publisher the order for the insertion of the advertisement, whether such person be the advertiser of the product or service promoted thereby or making the announcement therein ("the Advertiser") or the Advertiser's advertising agency or media buyer;
 - (3) the "rate card" means the Publisher's rate card in effect for the time being and may include, among other matters, its scale of advertisement rates, technical specifications, copy and cancellation deadlines and setting styles, and standard conditions;
 - (4) an "advertisement" means matter to be printed on the page, separately inserted or reproduced as a copied cutting of the magazine or digitised versions and tablet or mobile extensions.
2. The Buyer warrants that:
 - a) in relation to an advertisement the Buyer contracts with the Publisher as a principal notwithstanding that the Buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity;
 - b) the reproduction and/or publication of the advertisement by the Publisher as originally submitted or as amended pursuant to condition 3 will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Publisher liable to any proceedings whatsoever;
 - c) any information supplied in connection with the advertisement is accurate, complete, true and permits the reproduction of the advertisement as a copied cutting;
 - d) in respect of any advertisement submitted for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified the Buyer or the Advertiser has obtained the authority of such living person to make use of such name, representation and/or copy;
 - e) the Publisher shall be entitled to publish and republish and permit the reproduction of the advertisement anywhere in the universe, both in the magazine referred to in condition (1.) and in any other magazine or other medium irrespective of the means of the magazines production or delivery and whether by or on newsprint or any other medium; such as digitised versions;
- f) the advertisement complies with the requirements of all relevant legislation (including subordinate legislation, the rules of statutorily recognised regulatory authorities and the law of South Africa);
- g) all advertising copy submitted to the Publisher is legal, decent, honest and truthful and complies with the South African Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.
3. The Publisher may, without derogation from the warranties contained in condition (II.), refuse or require to be amended any artwork, materials and copy for or relating to an advertisement so as
 - I. to comply with the legal or moral obligations placed on the Publisher or the Buyer or the Advertiser; or
 - II. to avoid infringing a third party's right, the South African Code of Advertising Practice and all other codes under the general supervision of the Advertising Standards Authority or the production and quality specifications stipulated or referred to in the rate card.
4. The Publisher has the right at its discretion to decline to publish, or to omit, suspend or change the position of any advertisement otherwise accepted for insertion. However, the Publisher will use reasonable efforts to comply with the wishes of the Buyer although it does not warrant the date of insertion, the wording, or the quality of the colour or mono reproduction of the advertisement.
5. The Publisher will not be liable for any loss of copy, artwork, photographs or other materials, which the Buyer warrants that it has retained in sufficient quality and quantity for whatever purpose.
6. Where the Buyer is the Advertiser's advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the advertisement with the Publisher and the Buyer will indemnify the Publisher against any claim made by the Advertiser against the Publisher arising from the publication thereof.
7. The Publisher shall have the right to change its scale of advertisement rates at any time.
8. The Publisher shall not be bound by a stop order or cancellation or transfer of the advertisement unless it meets the requirements specified on the rate card, and any such instruction otherwise than prior to the deadline therefore shall not (even though it be followed by the Publisher) affect the Buyer's liability for payment for the advertisement.
9. In the absence of any other specific arrangement between the Publisher and the Buyer, payment in respect of the advertisement (including any associated production, late copy and box number charges) is due in advance of publication except where the Publisher has agreed to allow credit to the Buyer, in which case the due time for payment shall be no later than the 20th day of publication: date of invoice issued. (see 9.(ii))

- (i) If the Buyer is a recognised **agency under the Joint Recognition Scheme of the Print Media South Africa Association**, on 45 days from invoice date or the first working day of the month in which the advert is published (so that, for example, payment for advertisements published in January 2012, invoiced 1st January 2012, would be due by 16:00 on Wednesday 15th of February 2012); or
- (ii) in any other case, on **the twentieth day (20th)** following the date of the Publisher's invoice or after the first working day of the month the advert is published on which the advertisement appeared. Full details of each remittance are to be supplied to the Publisher by the due time. Payment shall mean the receipt by the Publisher at its principal place of business (or elsewhere as it may direct) of cash or a cheque or at its bank of moneys transferred electronically (EFT). The Publisher reserves to itself a right to recharge the Buyer any charges it incurs resulting from the Buyer's chosen method of payment. (i.e. foreign exchange commissions and service charges)
- (iii) For classified and breed adverts the payment is due 7 (seven) days from date of invoice and prior to publication date or the advert will not be considered as approved for publication.
- (iv) All digital advertising is due to be paid 7 (seven) days from date of invoice
10. Although the Publisher makes every effort to render invoices in the ordinary course, payment for the advertisement shall be made as aforesaid whether or not the Buyer has
- (i) received the Publisher's invoice or
- (ii) provided the Publisher with an order number at the time the advertisement was booked.
11. The Buyer agrees to pay to the Publisher in respect of each advertisement for which payment is not made by the due time
- (a) the sum of R300 as an administration charge and
- (b) interest on the amount paid late at the rate of 6% above the standard rate set by the Reserve Bank of South Africa accruing from day to day (including the day on which payment was due) both before and after judgement.
- Any such additional charge is payable within seven days following delivery of the Publisher's invoice detailing the charge.
12. It is the responsibility of the Buyer to check the correctness of the advertisement (and of each insertion of the advertisement if more than one). Without prejudice to condition 6, the Publisher assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless notified immediately of the error occurred in writing. Any other matter of

complaint, claim or query (whether in relation to the advertisement or the invoice) must be raised with the Publisher in writing within 7 (seven) days following (as the case may be) insertion of the advertisement or of the date on which it is claimed the advertisement should have appeared or of the receipt by the Buyer of the invoice giving rise to it. Without prejudice to the Publisher's entitlement to be paid for the advertisement as published a sum representing a reasonable proportion of the charge agreed at the time the advertisement was booked, the Publisher's liability is limited to a maximum of its option of giving a credit for its charge for the advertisement or (in an appropriate instance) of publishing the advertisement for a second time without charge. Such complaint, claim or query shall not affect the liability of the Buyer for payment by the due time of the Publisher's charges for that and all other advertisements. Once any dispute in respect of any advertisement has been resolved payment (defined as in condition 9) for that advertisement will, if the original due date has then already passed, be due within three (3) working days.

13. While all reasonable endeavours will be made as soon as possible after receipt by the Publisher to forward to the Buyer or as it may direct any replies to box numbers, the Publisher accepts no liability in respect of any loss or damage alleged to have arisen through delay in forwarding or omitting to forward such replies.
14. The Buyer will indemnify the Publisher and agrees to keep it indemnified against all claims, costs proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeable as a result of any breach or non-performance of any of the representations warranties or other terms herein contained or implied by law.
15. The placing of an order for the insertion/placing of an advertisement shall amount to an acceptance of these conditions and any conditions stipulated on an order form or elsewhere by the Buyer shall be void insofar as they are inconsistent with these conditions.
16. No waiver or indulgence by the Publisher shall be effective save in relation to the matter in respect of which it was specifically given.
17. These **conditions shall apply** to each contract for the insertion of an advertisement **together with such additional relevant conditions as are set out elsewhere in the Publisher's rate card** and in the event of any variations or inconsistency between these conditions and such other conditions these conditions shall prevail.
18. For your protection calls to and from the Publisher may be recorded.
19. The contract which incorporates these conditions shall be construed under and governed by the law of South Africa and the parties hereby irrevocably agree that the courts of South Africa shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this contract or breach thereof.