



# Q Pages Advertising Terms And Conditions

- 1) Anglestan Pty Ltd as Trustee for the Anglestan Unit Trust ACN 155 809 466 ABN 52 843 009 486 trading as Q Pages.
  - a) The customer as written on the face of this contract shall be known as the “advertiser”.
- 2) QP reserves the right to appoint booking agents for the purpose of booking adverts for the current edition of QP.
  - a) Where ever QP is written it shall be deemed to mean Q Pages and any of its booking agents.
- 3) QP does not accept responsibility for any errors in artwork provided by any booking agent, advertising agency or graphic designer.
- 4) a) The Customer agrees to pay QP or its booking agent the charge amount as set out on the face of this Contract. Unless alternative arrangements have been made and agreed to by QP then all charges shall be payable at the expiration of 30 days.
  - b) If the customer shall default in making any payment as provided then:
    - 1) the whole of the charge amount shall become immediately due and payable
    - 2) If QP shall so demand the advertiser shall pay any debt collection costs, credit agency costs or legal costs incurred by QP as a result of the advertisers default and such costs shall be recoverable by QP in any subsequent proceedings.
    - 3) Unless waived in a particular case, interest at FIFTEEN PER CENT (15%) PER ANNUM (accruing daily from the date of the invoice) will apply to any account which has been outstanding more than THIRTY (30) days.
- 5) The advertisement, the subject of this contract, shall only be withdrawn or cancelled in writing, with the approval of QP and prior to the date upon application for advertising in the QP directory shall close. In such event the advertiser hereby agrees to pay and QP is authorised to deduct from any payments received to date based on the charge set out on the face of this contract on account of administration expenses an amount equal to 10% of the charge plus the cost of any artwork, bromides, scans and the like.
- 6) All advertisements booked on the face of this contract shall be accompanied by a deposit of not less than 50% of the advertisement charge set out on the face of this contract unless alternative arrangements have been made.
- 7) The advertiser hereby acknowledges and agrees that the charge set out on the face of this contract may be varied to include production charges incurred in the respect of
  - a) artwork, bromides and the like not already covered in the charges of the face of this contract and/or
  - b) any stamp duty, fees, expenses, costs and the introduction of an extra GST charge imposed on or incurred by QP in respect to this contract and relating to, but not limited to payment, artwork, transfer fees, courier charges. The customer hereby agrees to pay on demand any charges in addition to advertisement charges on the face of the contract.
- 8) QP reserves the right:
  - a) to place any advertisements in the QP directory under any classified/section headings it considers appropriate for the purpose of that year’s directory.
  - b) to change classified/section headings from year to year as it deems appropriate
  - c) to place advertisements in any position on any page on which appears the heading or any page opposite such page.
  - d) QP does not guarantee page placements.
  - e) QP reserves the right to charge page loadings for specific page placements.
- 9) a) QP will take due care in the compilation of the QP Directory. However as the directory is compiled using the information provided by the Advertisers, QP does not guarantee that the directory will be free from errors, omissions or that the QP directory will be published by a certain date.
  - b) QP does warrant that it will use due care and skill in the compilation of the QP directory and of the advertisement.
  - c) If the advertisement, the subject of this contract does not appear or errors or omissions occur in that advertisement then the advertiser should advise QP promptly in writing.
  - d) In these cases QP regrets that corrections cannot be, added once the QP directory has been published. Corrections to the web page will however be made.
- 10) If despite having used due care and skill in the compilation of the QP directory the subject advertisement contains an error or omission QP may at its discretion:
  - a) provide part of an equivalent advert in the next edition of the QP directory
  - b) provide an equivalent advert in the next edition of the QP directory
  - c) refund in part or in whole the cost of the advert
  - d) the customer agrees and acknowledges to having no further claim against QP its employees and its booking agents.
- 11) QP reserves the right to place the advertisement, the subject of this contract, on any electronic media such as electronic networks, computer discs and namely www.qpages.com.au and to alter as necessary any advertisement. The advertiser hereby authorises any such placement.
- 12) However QP agrees not to sell the data contained in the QP data bases, unless QP is sold as a whole.
- 13) Artwork
  - a) all artwork costs incurred by QP in the compilation of the Advertiser’s advertisement shall be at the expense of the advertiser, including but not limited to proofs, bromides, scans, transparency scans and such like.
  - b) Should an advertiser place a booking for an advert after the close off date for booking and an authorised representative of QP accepts that advert, then the advertiser will not be provided with a proof of that advert prior to publication and QP accepts no responsibility for errors or omissions.
  - c) Any and all artwork provided to QP shall be in a format that is acceptable to QP both electronic and non electronic.
  - d) Electronic artwork provided to QP shall include all fonts required, any extra images in the file as separate files, hard copy and to the size of that advertisement booked on the face of this contract.
  - e) Any advertisement re-sizing will be charged for at the current hourly rate or part thereof.
  - f) Any advertisement provided without fonts, will have the font matched as closely as possible, and any advertisement also supplied without hard copy will be printed with default fonts.
  - g) Acceptable Macintosh electronic formats are In-design, Illustrator, Photoshop, tif, eps, jpeg. All electronic artwork see clause 13 d
  - h) Acceptable PC formats are In-design, Illustrator, Photoshop, tif, cmx, eps, bmp, jpeg. For all electronic artwork see clause 13 d.
- 14) The Advertiser warrants and declares that the content contained within the advertisement in no way contravenes any state or federal legislation, copyright, trademark laws or any statute, regulation or laws whatsoever and contains nothing obscene, indecent, libelous and is not false, misleading or deceptive. The advertiser agrees to indemnify QP and its respective officers, employees, and agents against all claims, demands, damages, costs penalties, suits, and liabilities of any nature however caused whether by negligence or otherwise incurred by QP or its officers, employees or agents arising out of the publication of the advertisement.
- 15) The advertiser warrants and declares to QP that the advertiser is the owner of and has the right to use or is duly authorised to use any business name, trademark, illustrations or photographs comprising or forming part of the advertisement in this contract. The advertiser indemnifies QP against any and all actions claims, costs damages associated with the use of or publication in the QP directory containing any name, mark, illustration or photograph. The acceptance of and publication of the advertisement by QP is deemed to be consideration for the agreement to indemnify.
- 16) Due to the Copyright Act 1968 advertisers are advised that the inclusion in advertisement of material (photographed, artist’s illustrations and text) taken from any article published in a newspaper, magazine periodical or similar publication is strictly prohibited without the written consent of the owner of the copyright.
- 17) The advertiser shall at the request of QP provide in writing proof of right of use of Business Name, Trademark, Illustration or Photograph.
- 18) The advertiser authorises that QP that it will accept emails sent by QP from time to time as QP deems necessary.
- 19) This contract shall be binding and for the benefit of both parties detailed herein and shall be governed and interpreted and enforced by the Laws of the State in which the publication is produced.