

APDR TERMS AND CONDITIONS

1. These terms and conditions shall apply to, and form part of, each Order for advertising placed with the Publisher. No person may vary these terms and conditions without the approval in writing from the Publisher or his/her duly authorised officer.

Obligations of Publisher

2. Subject to the terms and conditions here in after contained, the Publisher shall publish all advertising in accordance with the Order received from the Advertiser.

Order Requirements

3. The Advertiser or Advertising Agency is solely responsible for submitting the Publisher-requested material by the Due Date.
 - (a) A signed and dated email attachment of the proof of advertisement from the Advertiser or its Agent will be sufficient acknowledgement that the Advertiser has approved the final artwork.

Payments

4. The Advertiser or Advertising Agency shall pay to the Publisher the total invoiced amount for all advertising that shall comprise the total amount shown in the Advertising Insertion Order and all other costs or expenses that may be incurred by the Publisher.
 - (a) Payment in full of the total amounts shall be made to the Publisher within 30 days of the date of invoice, whether directly from the Advertiser or Advertising Agency;
 - (b) Advertisers or Advertising Agencies with whom an Advertising Insert on Order is received by the publisher accept the Publishers payment terms and cannot be altered in any way without written approval;
 - (c) The Publisher cannot accept or will not under any circumstances be liable for paying **Advertisers or Advertising Agencies remiter bank fees on electronic transfers; all invoiced amounts must be received in full.**
 - (d) Where an Advertising Agency is in default of the credit terms of 30 days, the Publisher will be entitled to approach the Advertiser directly in writing for payment without notice;
 - (e) Late fees of 3% will apply for payments over 60 days from date of invoice, unless otherwise agreed with the publisher. The fees will be added to the following invoice.
 - (f) Payments are to be made by way of Electronic Wire Transfer to the nominated bank account on the invoices. Paper cheques are no longer accepted. Credit Card payments can be made by way of the link on the invoice.
 - (g) **All online orders will be invoiced in total at the commencement of the campaign.**
 - (h) **We do not split PRINT and ONLINE invoices running in the same month. Invoicing will be will be processed in total on the same invoice.**

Agent's Commission

5. Where the advertisement is booked by an accredited Advertising Agency and provided that payment is made in accordance with clause 4.
4. the Publisher shall pay the advertising agency a commission calculated at an agreed rate of the invoiced total space charged.

Rights of Publisher

6. The Advertiser acknowledges that the Publisher at his/her discretion, shall be entitled to do any 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; any print or online
 - (c) Not be responsible for any advertising material which remains in its or its printers possession 12 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 and without in any way being responsible for loss;
 - (d) Cut or alter any print or artwork or other materials supplied by the Advertiser or Advertising
 - (e) Place the word advertisement on any copy, which in the Publishers opinion too closely resembles editorial matter.
 - (f) All requested advertising placements will be considered but the Publishers decision is final.
 - (g) Is not responsible to collect or collate client's online campaign statistics.

Legal Compliance

7. Advertisements are accepted for publication on the understanding that they comply with current Acts and Regulations and common law obligations concerning advertising in newspapers and magazines applicable in Australia;
 - (a) However, the publication of any advertisement pursuant to the Order is strictly subject to the Publishers approval;
 - (b) Without limiting the generality for clause 6, the Publisher shall not be required to accept any advertising material the publication of which may in its opinion contravene any provision of the Trade Practices Act, Australia.

Publisher's Limited Liability

8. The Publisher shall not be liable for any loss or damage from the failure for whatever reason of any particular advertisement to appear on any specified date, deadline or at all.

Substituted Orders

9. **NOTE:** Cancellations in part or in full 14 days prior to the booking deadline will be required to pay the full booking price.

Where, in respect of any advertising copy for any issue is not received by the Publisher by the published deadline date, then the Publisher shall be entitled to insert in that issue in its place copy previously used for the purposes of fulfilling the Insertion Order and will apply the rate applicable to that advertising;

- (a) If copy is not received by the published deadline date the advertiser will be fully responsible for the total payment of the cost of the Insertion Order.

Contracted Advertising Rates

10. Contracted rates shall apply in respect of Insertion Orders placed for completion within a term of 12 months of the publication of the next issue to go to print under the Booking Deadline Date. If the Advertiser for any reason shall use less space than that contracted for in the Insertion Order, then the Publisher shall be entitled to increase the applicable rate according to the amount of space actually used.

Advertiser Acting as Principal

11. The Advertiser or Advertising Agency warrants that he, she or it places the Insertion Order as principal and that he, she or it shall be liable to observe these terms and conditions.

Indemnity to Publisher by Advertiser

12. The Advertiser and Advertising Agency hereby indemnifies and agrees to hold indemnified the Publisher, its servants and agents and each of them against all liability, claims or proceedings and legal costs on an indemnity basis whatsoever which may arise from the publication of any advertisement or material pursuant to the Insertion 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 marks, name or logo.

Publisher

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