Module 1 - Print Services

This Module applies to any Print Services ordered in an Order Form.

1. Definitions

In this Module:

Advertisement means the advertisement specified in the Order Form;

Online Information means any content, including:

(a) business names, URLs, email addresses, addresses artwork, logos, trade marks, designs; or

(b) other information such as information about individuals (including any Personal Information), contact details, opening hours, pricing information and details of goods and services,

related to you that is publicly available on any website or social media owned, operated by, associated with or relating to, you.

Our Website means any website we or our Related Bodies Corporate own or operate;

Publication means the publication or publications specified in the Order Form; and

Publication Method means either in print, online or both, as specified in the Order Form.

2. Term

(a) Each Order Form expires on the later of:

(i) the date that the relevant Publication is replaced with the next issue; and

(ii) the date otherwise specified on the Order Form.

(b) Where the Publication Method is online only, that Advertisement will continue on a month to month basis at the then current Fee until either party provides at least one (1) months' notice in writing of its desire to end that Advertisement, at which point the Advertisement will end on expiration of the notice period.

3. Publication

(a) Subject to payment of the Fees, we will publish the Advertisement in the next available issue of the Publication using the Publication Method.

(b) We may make changes from time to time including:

(i) deleting classified headings and including the Advertisement in an alternate suitable heading as reasonably determined by us; and

(ii) placing the Advertisement in any position either on any page or online page on which the relevant classified heading appears or any page opposite or following such page.

(c) We may (but we are under no obligation to) place the Advertisement on any electronic media such as electronic networks, databases, web pages or social media sites and may alter the Advertisement as reasonably necessary for such placement. You authorise any such placement and agree that this Module will apply.

(d) You agree that any artwork design or content we supply for any Advertisement is Our Material, remains our property and cannot be used by you for any other publication or purpose without the our written consent.

4. Proofs

(a) Artwork for the Advertisement must be provided to us within fourteen (14) days of the date of the Order Form. We reserve the right to exclude any artwork received after that date and to publish the advertisement with no artwork or with any artwork which we deem appropriate.

(b) We agree to provide you a proof of the Advertisement prior to publication via mail, fax, email or other delivery method as we see fit. Proof documents sent via email will be deemed received by you on the day sent regardless of you opening or reviewing the document. You must give written notice of any amendment within seven (7) days of receiving the proof, otherwise you will be deemed to approve the proof and agree to the publication of the Advertisement as per the proof.

(c) Any amendments which do not merely correct errors shall be regarded as a variation to the Advertisement and may be charged for by us at our standard rates for variations applicable at that time.

5. Online Information

(a) You agree that we may obtain or scrape the Online Information in our discretion at any time for the purposes of publishing on our Website. The parties agree that the Online Information is Your Material.

(b) To the extent you own or have a licence in respect of any Intellectual Property Rights in the Online Information, you grant to us a perpetual, non-exclusive, worldwide, irrevocable, transferable, fully-paid up, royalty-free licence (with the right to grant sub-licences) to use, reproduce, modify and communicate such intellectual property rights for the purpose set out in clause 5(a).

(c) Where Personal Information forms part of the Online Information, you warrant you have obtained all relevant consents required to make such Personal Information available and for us to use and publish the information in accordance with our rights set out in clause 5(a).

(d) Prior to publishing the Online Information in accordance with clause 5(a), we will take reasonable steps to confirm with you the accuracy, completeness and currency of any Online Information and the existence of the required consents in respect of Personal Information obtained.

(e) You acknowledge that we will not be responsible for any errors or omissions contained in the Online Information we publish, nor for any failure by you (or us) to procure required consents to obtain and publish any Personal Information on our Website.

(f) You agree it is your responsibility to regularly review your Online Information we publish and you undertake to notify us (as soon as practicable) of any errors or omissions contained in the Online Information and of any consents required in relation to Personal Information.

6. Payment Terms

(a) All Print Services are Non-Recurring Services.

(b) The Fees may be invoiced by us and must be paid by you in accordance with one of the following options as specified in the Order Form:

Option	Up-Front	Balance
Publication Method - Print / Print and Online		
Option A	100% of the Fees paid on agreement to the Order Form	N/A
Option B	At least 50% of the Fees paid on agreement to the Order Form	Balance to be invoiced on release of the Publication
Option C	At least 1/3 of the Fees paid on agreement to the Order Form	50% of the balance to be invoiced on providing the proof in accordance with clause 4(b) 50% of the balance to be invoiced on release of the Publication
Option D	At least 1/3 of the Fees paid on agreement to the Order Form	Balance to be paid automatically by direct debit, debit or credit card in a maximum of 9 equal monthly payments
Publication Method - Online Only		
Option E	100% of the Fees paid on agreement to the Order Form	N/A
Option F	3/8 of the Fees paid on agreement to the Order Form. 2/8 of this amount acts as a deposit.	1/8 of the balance to be paid by you on the first Business Day of each of next successive five months.

(c) Where the table requires you to make payment (rather than for us to issue an invoice), no invoice will be issued and you must make the payments as

specified. You may request that we issue a "request to pay notice" as a reminder, but this is not an invoice and does not alter your obligation to pay.

7. Online only Advertisements

The following terms apply only to Advertisements where the Publication Method is online only:

(a) For the Gold Coast Publication only, you may request an upgrade to an existing Advertisement. If this occurs, any credit held to your account will be applied pro-rata to the new Advertisement. No downgrades are permitted.

(b) If you are late making a payment by more than fifteen (15) Business Days under Option F (as set out in clause 6 above), we will apply the deposit against the outstanding amount for a period of two (2) months. If payment of the overdue amount has still not been made, we may remove the Advertisement from our Website. If you resume payment at any time prior to the Advertisement being removed, we require sufficient payment to be made to restore the rolling two (2) months deposit and one month payment in advance.

(c) You may request that Advertisements are cancelled. Any such cancellation is at our discretion. We will not refund any monies held in credit at the time of cancellation (as these will be retained by us as a cancellation fee). The parties agree that such amount is a genuine pre-estimate of the loss that we would suffer as a result of the cancellation.

8. Print Advertisements

For Advertisements where the Publication Method is either print only or print and online, you may request that Advertisements are cancelled. Any such cancellation is at our discretion which will only be granted if:

(a) you request the cancellation in writing within fourteen (14) days from the date of the relevant Order Form;

(b) we have not yet commenced work on the first proof of the Advertisement; and

(c) you pay our costs for all work performed to the date of cancellation calculated as the greater of:

(i) one third of the value of the relevant Order Form; and

(ii) our costs calculated at our then current standard rates.

The parties agree that such amount is a genuine pre-estimate of the loss that we would suffer as a result of the cancellation.

9. Acknowledgements

(a) You acknowledge that we in our absolute discretion may:

(i) postpone publication of any Advertisement or Publication; and

(ii) return or destroy all artwork which remains in our or our printer's possession for a period exceeding twelve (12) months from the date of publication of the Advertisement without being required to give notice to you.

(b) You agree that we will not be liable for:

(i) any loss, damage or liability howsoever arising for any mistakes that appeared in a proof that has been approved by you; or

(ii) any loss or damage to artwork, film, videos or other materials supplied to us which at all times and in respect of all things remain at your risk.