

## SCAS BUSINESS DIRECTORY ADVERTISING TERMS & CONDITIONS (updated Jan 2017)

1. All advertisements and online listings are accepted subject to the information set out in the current media kit and these publisher's conditions. These documents represent the entire agreement between St Columba Anglican School P&F (SCAS P&F) and the advertiser notwithstanding anything said at the time of acceptance of advertising.
2. Receipt of advertising material by SCAS P&F by whatever means shall constitute an order for publication and acceptance of these conditions.
3. The full name, address and contact details of the advertiser must be given to the publisher at the time of application.
4. The advertiser agrees to pay the SCAS P&F rate prescribed for advertisements as set out in the media kit which is current at the date of application.
5. SCAS P&F may, where Errors are the result from the negligence of the SCAS volunteers, agents, or subcontractors, provide a credit or refund for the cost of the advertisement. Provision of a credit or refund shall be at the complete discretion of SCAS P&F.
6. The advertiser acknowledges that in the absence of a pre-publication proof, the material provided at the time of submitting will be used to compile online advertisements and/or online listings.
7. The onus to check the accuracy of all advertising, listings and/or modals remains with the advertiser. SCAS P&F agrees to carry out the advertiser's written instructions concerning inaccuracies notified to it within a reasonable time of notification.
8. If any of the advertiser's material changes during the term, or any follow-on term, the advertiser must notify the SCAS P&F in writing and request SCAS P&F to modify the advertisement to account for the changes.
9. SCAS P&F reserves the right to reject, refuse or require amendment of any advertisement or listing for any reason at their absolute discretion.
10. The advertiser warrants to SCAS P&F that nothing in the advertising material, text or artwork infringes any state, federal or local law or regulation or the personal or property rights of any other person or business.
11. The advertiser warrants
  - a. that it is entitled to use the materials and to authorise the publisher to use those materials as contemplated; and
  - b. that all the advertiser's material is accurate.
12. The location of advertisements within the website is subject to space availability and will be at the absolute discretion of SCAS P&F.
13. No warranties are provided regarding exclusivity of advertising space. All rates and specifications are subject to change at the publisher's sole discretion and without notice.
14. All advertisements and listings expire at the end of each calendar year.
15. The advertising rate will be charged from date of application until 31 December in the year of application.
16. Changes or cancellations to a credit or debit card charge must be in writing and be authorised by the cardholder.
17. SCAS P&F is not registered for Good and Services Tax ("GST") and does not collect GST.
18. If SCAS P&F fails to publish an advertisement or listing, or publishes an advertisement or listing not in accordance with the advertiser's instructions, or publishes an advertisement or listing which contains errors or omissions, or fails to publish an advertisement or listing in an agreed position, ("the Errors") SCAS P&F liability, even if the Errors result from the negligence of the SCAS volunteers, agents or subcontractors, shall not in any circumstance extend to any consequential losses or damages suffered by the advertiser arising from the Errors.
19. It is the responsibility of the advertiser to notify SCAS P&F in writing of any error immediately after publication and SCAS P&F shall not be responsible for the remediation of any Error not notified to it.
20. The advertiser agrees to indemnify SCAS P&F, its agents or subcontractors against all damages, costs, expenses, claims, demands and loss of any kind including legal costs arising out of the publication or distribution of any advertisement or listing and without limiting the generality of the foregoing, to indemnify each of them in relation to defamation, injurious falsehood, passing off, unfair competition or trade practices, breach of contract, misrepresentation, breach of warranty or authority, slander of title, breach of copyright, infringement of trademark or names or titles, violation of rights of privacy, royalties or any breach of statute, regulation or other law giving rise to criminal or civil liability.
21. All complaints are to be directed initially to the SCAS P&F President. The President will attempt to resolve the issue with the person who has lodged the complaint. If the President is unable to resolve the complaint it will be referred to the Business Directory Committee which will consider submissions made by the complainant and the Business Directory Administrator. The decision of the Business Directory Committee will be final.