

ADVERTISING TERMS & CONDITIONS

April 2019

Local Matters 2005 Ltd accepts and publishes material on behalf of customers, subject to these terms and conditions.

Unless previously agreed otherwise in writing, these terms and conditions apply to all advertising and/or advertorial in any of our publications and on our website.

1. In accepting any material from you or on your behalf for publication, and in publishing such material in any form, we do so on the basis that you warrant that:

a. the material does not contain anything:

- that is misleading or deceptive or likely to mislead or deceive or which otherwise breaches the Fair Trading Act 1986
- that is defamatory or indecent or which otherwise offends against generally accepted community standards
- that infringes a copyright or trademark or otherwise infringes any intellectual or industrial property rights
- that breaches any right of privacy or confidentiality
- that breaches any provision of any statute, regulation, by-law or other rule or law

b. the material complies in every way with the Advertising Standards Authority Inc. and with every other code or industry standard relating to advertising in New Zealand

c. publication of the material will not give rise to any liability on our part or in a claim being made against us in New Zealand or elsewhere, and

d. the material does not include any cookie, tracking tag or other tracking device unless we have provided our prior written consent to such inclusion, and to the extent we consent to you collecting information relating to our users, you may only use such information for the advertiser's internal statistical purposes and solely in respect of the relevant advertising campaign, and you may not disclose any user information to any third party nor use such information in any advertising campaigns on any third party publications or websites. If you are a representative of an advertiser, you may disclose this user information in summary form to the advertiser, provided that you have agreement that the advertiser will only use such information in accordance with the conditions imposed by this paragraph.

2. You agree to indemnify us against any losses, liabilities, costs, claims or expenses whatsoever arising directly or indirectly from any breach of the warranties set out above and from any costs incurred in our making corrections or amendments in accordance with the terms that follow.

3. We must receive all creative materials and information from you in accordance with the timeframes specified on our rate card, booking sheet, or email confirmation/correspondence.

4. We may refuse to publish, or withdraw material from publication at any time at our discretion and without prior notice to you in the event that we consider any material to be in breach of these terms and conditions, and without liability to you for any losses that may arise from that refusal.
5. All creative submissions are subject to reasonable approval by us. We may require that material is corrected or amended to conform to style, or for other genuine reasons.
6. The positioning or placing of any material in a publication or on our website is at our discretion, except where previously specifically agreed in writing.
7. We may publish the material in a different position to that originally agreed and booked in the event of any error or other influencing factors that are beyond our control.
8. If you wish to cancel an advertisement or campaign you must communicate this to us in writing within the time limits specified in our applicable advertising rate card or insertion order. A cancellation fee may apply as specified in our rate card.
9. If you are not a New Zealand resident, the cost of any advertising you place with us will be zero-rated for GST purposes. If you are a non-resident agent placing advertising on behalf of a New Zealand resident, GST will be applied at the standard rate.
10. Payment is due on the 20th of the month following advertising unless previously agreed in writing. If payment is not made by the due date you will be liable for all costs of recovery, commissions and collection fees at market rates.
11. Any other implied conditions and warranties arising from these terms and conditions are excluded, except to the extent that they cannot be excluded by law. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire or hold yourself out as acquiring goods or services for the purpose of a business.
12. We will not be liable for any loss including any loss of revenue or profit and any indirect or consequential loss arising from or in relation to any error or omission in publishing or failure to publish and if we are found to have any liability for any circumstance that liability is limited to the cost of the space of the advertisement.
13. When you utilise any aspect of our creative services in the design or production of an advertisement or any other material (including photographic or design work) you acknowledge that we own the copyright in such work and that such work is not work for which a commission payment has been made or agreed. You may not use any such advertisement or material in any other publication without prior negotiation with us and without our specific written consent.

14. By placing an advertisement for publication you grant us a perpetual, royalty free license to reproduce the advertisement in any print or electronic media we offer customers now or in the future.

15. You acknowledge that in placing any material with us for publication, you have not relied on any representation made by us or any authorised representative of Local Matters, in connection with any aspect of the material or placement of the material.

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*Publishers of Mahurangi Matters,
Hibiscus Matters, Destination and
the website www.localmatters.co.nz*