

Advertising Terms & Conditions



1. Submission of advertisements

- a) Submission of an advertisement by an Advertiser constitutes acceptance of these Terms and Conditions.
- b) The LIV requires all advertisements to be submitted by 5pm on the day of the booking closing date and in accordance with the LIV's specifications.
- c) The Advertiser acknowledges and accepts that LIV is under no obligation to publish any material received after the deadline or which is outside the set specifications.
- d) The Advertiser acknowledges and accepts that it is the responsibility of the Advertiser for ensuring the accuracy of the content of all advertisements and that the advertisement complies with all applicable laws, regulations and industry codes. The LIV assumes no responsibility for this role.

2. Approval and placement of advertisements

- a) Any advertisement or copy submitted to the LIV will be subject to capacity and approval by the LIV, which may be withheld by the LIV at its absolute discretion.
- b) Following receipt of a proposed advertisement, the LIV will consider the advertisement and notify the Advertiser of the outcome.
- c) The Advertiser acknowledges and agrees that the LIV reserves the right to refuse any advertisement or copy, amend any advertisement or copy, or withdraw any advertisement or copy at any time, without giving any reason.
- d) The Advertiser acknowledges that the LIV reserves the right to head an advertisement 'Advertisement' above or below a copy which in the LIV's opinion resembles an editorial.
- e) The LIV reserves the right to position all advertisements where it deems appropriate in the relevant publication and in keeping with the Advertiser fees paid.

3. Fees and Payment

- a) The LIV reserves the right to set a standard advertising rate and a contract series rate for all advertisements, which shall be exclusive of GST. The Advertiser acknowledges that rates quoted by the LIV are not inclusive of any agency commission which may be charged by approved agencies.
- b) All standard rates set by the LIV may be amended by the LIV at any time by providing one month's notice. All contract series rates may be amended by the LIV following completion of the contract series.
- c) Should an advertisement be amended by the LIV, the applicable rate provided to the Advertiser at the time of submission of the advertisement will continue to apply.
- d) Once an advertisement is published (whether in original or amended form), the LIV will issue an invoice to the Advertiser which must be paid within 30 days of the date of the invoice.
- e) Any dispute arising in relation to an invoice must be raised with the LIV promptly and no later than 45 days after the date of the invoice. After this time, Advertisers will be deemed to have accepted the amount payable as a true and accurate reflection of the services provided.

4. Cancellations

- a) Any cancellation made by the Advertiser must be in writing and received by the LIV prior to the booking deadline. Failure to do so relieves the LIV from any obligation to action the cancellation request

and the Advertiser will be charged accordingly for any publication that arises.

- b) The LIV reserves the right to cancel or suspend an Advertising Series Contract at its absolute discretion.
- c) Any advertisement which is not part of an Advertiser Series Contract and which is cancelled by the LIV for any reason will incur no charge on the part of the Advertiser.

5. Intellectual Property

- a) The Advertiser grants the LIV a non-exclusive, non-transferable, royalty free licence to use the Advertiser's Intellectual Property strictly for the purposes of publishing an advertisement under these Terms and Conditions.
- b) The Advertiser warrants that it owns, is licensed to use and/or is solely entitled to use the Intellectual Property provided to the LIV under these Terms and Conditions.
- c) Each party acknowledges that the other party's Intellectual Property is the property of the owning party, and it has no right, title or interest in or to the Intellectual Property of the other party except as expressly set out in these Terms and Conditions.

6. Warranty

- a) The Advertiser warrants to the LIV that it has full power, capacity and authority to submit the advertisement for publication and to perform its obligations contained in these Terms and Conditions.
- b) The Advertiser warrants that the advertisement complies with all laws and regulations and that publication under these Terms and Conditions will not give rise to any claims or liabilities against the LIV, its directors or officers. Without limiting the above, the Advertiser warrants that neither the advertisement or its publication breaches the *Competition and Consumer Act 2010* (Cth), the *Privacy Act 1988* (Cth), the *Copyright Act 1968* (Cth) or gives rise to defamation or infringes the rights of any person.

7. Indemnities

The Advertiser agrees to indemnify and keep indemnified the LIV against any liability, actions, claims, demands, damages, costs and expenses incurred or suffered by the LIV in connection with or arising in any way out of the publication of the advertisement.

8. Exclusion of liability

- a) Notwithstanding any other provision contained in these Terms and Conditions, neither party shall be liable to the other for indirect, incidental, special, consequential or punitive loss or damages howsoever arising (including in negligence).
- b) The LIV makes no representation or warranty of any kind in relation to:
 - i) The ongoing nature of any publication, in print or digital form;
 - ii) The final placement or date or distribution of any advertisement contained within a publication; or
 - iii) Exclusivity.
- c) Neither party will be liable for any failure to carry out any provision of these Terms and Conditions if the failure was caused by circumstances beyond its control, including, but not limited to, acts of God, fire, accident, interruptions to energy supplied, strike, riot, civil commotion or war whether declared or not (**Force Majeure Event**). The parties agree to do all things reasonably necessary to mitigate the effect of the Force Majeure Event in the performance of their obligations.

- d) The LIV's liability for a breach of any term or guarantee implied by law is limited to the funds paid by the Advertiser in relation to the advertisement.

9. Privacy and Document Management

- a) The Advertiser acknowledges and accepts that the LIV may dispose of any information relating to an advertisement following publication and is not required to retain or return this information to the Advertiser.
- b) The LIV protects the privacy and security of information provided by Advertisers. By submitting an advertisement for publication, Advertisers agree to the use of personal information by the LIV to process applications and for the maintenance of internal record keeping.

10. Relationship

Nothing contained or implied in these Terms and Conditions results in a party being considered a partner or agent of the other party for any purpose. Neither party has the authority to bind the other party in any way.

11. Notices

- a) All notices to be given under these Terms and Conditions are to be in writing.
- b) All notices served under these Terms and Conditions will be considered to have been received:
 - i) if by post, 3 business days after posting;
 - ii) if by fax, on the date shown on the sender's transmission report;
 - iii) if by email, at the time the email enters the recipient's mailserver.

12. Assignment

The Advertiser agrees that it may not assign its rights or obligations under these Terms and Conditions without the prior consent of the LIV.

13. Waiver

No waiver by either party of any provision contained in these Terms and Conditions will amount to a continuing waiver of any other provision of these Terms and Conditions unless made in writing and signed by the party.

14. Variation

The LIV reserves the right to amend these Terms and Conditions at any time. Notification of any amendment will be deemed to have been given to the Advertiser upon publication on the LIV website.

15. Severability

If any part of these Terms and Conditions is held to be invalid or unenforceable in any way, the remaining provisions will not be affected and will remain in full force.

16. Governing law

These Terms and Conditions are governed by the laws of the Commonwealth of Australia and the laws of Victoria, the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria & the courts of appeal from them for determining any dispute concerning these Terms and Conditions.

17. Entire agreement

The parties agree that these Terms and Conditions constitute the entire agreement between the parties, and that these Terms and Conditions supersede all prior agreements, representations, negotiations and correspondence entered into between the parties.

18. Definitions

In these Terms and Conditions the following meanings shall apply:

Advertiser means the party detailed in the advertisement submission;

Advertiser Series Contract means an agreement entered into between the LIV and the Advertiser for ongoing publication of an advertisement over a specified period of time;

Intellectual Property means copyright, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trade marks, registered and unregistered designs, look and feel, circuit layouts and all other rights resulting from intellectual activity in, but not limited to, the industrial, scientific, literary or artistic fields; and

LIV means the Law Institute of Victoria ACN 075 475 731.