

Cassowary Coast Independent NEWS



ABN: 42 613 652 789

Advertising Contract

This Agreement is dated: / / 2017

BETWEEN:

Cassowary Coast Independent News PTY. LTD
ABN: 42 613 652 789
72 Butler Street
TULLY QLD 4854

Company Name: _____
Company ABN: _____
Company Address: _____
(Advertiser)

In Purchase of:

Advertisement size:
Advertisement page:
Advertisement Frequency:
Agreed contract rate:
GST:
Total Contract Price:
Contract Duration:
First Contract Date: 02/ 06/ 2017
Final Contract Date: / /

Executed as an Agreement Subject to the terms outlined in the attached operative provisions:

Signed for and on behalf of
Cassowary Coast Independent News Pty. Ltd
by its duly authorised representative:

Name of authorised representative

Signature of authorised representative

Signed for and on behalf of

(Individual or Company Name)

Signature of authorised representative

Name of authorised representative (please print)

Cassowary Coast Independent NEWS



RECITALS:

- The Newspaper Owner owns and operates the Newspaper.
- The Advertiser wishes to purchase advertising space in the Newspaper.

OPERATIVE PROVISIONS:

1. Definitions and interpretations

In this agreement unless the context indicates the contrary:

Advertising Content means the content of the advertisements submitted by or on behalf of the Advertiser to the Newspaper Owner in an Advertising Request including but not limited to all text, graphics, icons, photographs and URLs.

Confidential Information means all information provided by one party to the other in connection with this Agreement where such information is identified as confidential at the time of its disclosure or ought reasonably be considered confidential based on its content, nature or the manner of its disclosure, but excluding:

- A. Information that enters the public domain or is disclosed to a party by a third party, other than through a breach of this Agreement; and
- B. Information developed independently by a party.

Fees means the advertising fees detailed at Schedule 1.

Force Majeure Event means any event beyond the control of the relevant party.

GST has the meaning given in A Tax System (Goods and Services Tax) Act 1999 (Cth), or any similar tax.

Intellectual Property Rights means all intellectual property rights, including all copyright, patent, Trade marks, design rights, moral rights, trade secrets, domain names, know-how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

Newspaper means Cassowary Coast Independent News Pty. Ltd

Unless the context requires otherwise:

- C. a reference to a person includes a corporation or any other legal entity;
- D. the singular includes the plural and vice versa;
- E. headings are for convenience and do not form part of this Agreement or otherwise affect the interpretation of this Agreement;
- F. the term "includes" (or any similar term) means "includes without limitation"; and
- G. a reference to any statute includes references to any subsequently amended, consolidated or re-enacted version of that statute and all delegated legislation or other statutory instruments made under it.

2. Advertising requests

- A. The Advertiser must complete and submit an Advertising Request in order to submit a request for advertising space in the Newspaper.
- B. All information in the Advertising Request must be complete and accurate and must comply with all laws, regulations and relevant industry codes.
- C. Advertising requests must not request publication or linking to content which is illegal or may bring the Newspaper Owner into disrepute.
- D. The Newspaper Owner may reject or cancel any advertising request at any time at its sole discretion.
- E. By submitting advertising requests, the Advertiser authorises the Newspaper Owner to publish the Advertising Content in the Newspaper.

3. Positioning and style

The Advertiser acknowledges and agrees that the Newspaper Owner retains complete editorial control over the Newspaper. The Newspaper Owner may at its sole discretion:

- A. refuse to include any Advertising Content at any time;
- B. remove any Advertising Content at any time;
- C. position Advertising Content as it sees fit; and
- D. label any Advertising Content as an "advertisement" for clarification and stipulate any other conditions to ensure that it is clear that the Advertising Content is an advertisement.

4. Payment

- A. The Licensee must pay the Licensor the Fees.
- B. The Licensor may invoice the Licensee for the Fees on a monthly basis in arrears.
- C. Each invoice is payable within 7 days of the date of the invoice. If the Licensee has not paid an invoice in full by that date, the Licensee must pay interest on any unpaid amount from that date until the date of payment, to be calculated on a daily basis at a rate of percentage points over the cash rate set by the Reserve Bank of Australia (or, if that rate ceases to exist, a comparable rate nominated by the Licensor).

5. GST

- D. All amounts payable under this Agreement are expressed exclusive of GST.
- E. In respect of any taxable supply, the Advertiser must pay to the Newspaper Owner an additional amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fees, subject to the receipt by the Advertiser of a valid tax invoice.

6. Confidentiality

- A. A party must not, without the prior written consent of the other, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or any regulatory authority.
- B. A party may:
 - (i) use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
 - (ii) disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for purposes related to this Agreement, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.
- C. Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information while it is in the receiving party's possession or control.
- D. Each party must return, or at the other party's option destroy, all Confidential Information of the disclosing party in the receiving party's possession or control, on the earlier of the Website Owner's request or on termination of this Agreement for any reason.

7. Warranties

The Advertiser represents and warrants that:

- A. it is fully authorised to publish, and to authorise the Newspaper Owner to publish, all Advertising Content;
- B. the Advertising Content and the publication of the Advertising Content on the Websites does not and will not, at any time, infringe any Intellectual Property Right, any right of confidence or other right of any person;
- C. all Advertising Content will comply with all applicable laws, regulations and relevant industry codes;
- D. all advertised products and services will match the advertised description and be available in the manner, at the price and for the time period advertised; and
- E. each website located at any URL shown or embedded in any Advertising Content:
 - (i) is controlled and operated by or on behalf of the Advertiser;
 - (ii) is functional and accessible; and
 - (iii) at all times operates in compliance with all applicable laws, regulations and relevant industry codes.

8. Liability

- A. To the full extent permitted by law, the Newspaper Owner excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- B. To the full extent permitted by law, the Newspaper Owner excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.
- C. The Newspaper Owner's total aggregate liability for all claims relating to this Agreement is limited to the Fees payable under this Agreement.
- D. Either party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

E. This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, the Newspaper Owner limits its liability in respect of any claim to, at the Newspaper Owner's option:

- i) in the case of goods:
 - i) the replacement of the goods or the supply of equivalent goods;
 - ii) the repair of the goods;
 - iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv) the payment of having the goods repaired; and
- ii) in the case of services:
 - i) the supply of the services again; or
 - ii) the payment of the cost of having the services supplied again.

9. Indemnity

The Advertiser indemnifies and holds the Newspaper Owner its agents, affiliates, subsidiaries, directors, officers, employees, consultants and contractors (collectively Indemnified Persons) harmless from and against any and all costs, claims, losses, damages, liability and expense (including all reasonable legal fees) which may be made or brought against or suffered or incurred, directly or indirectly by the Indemnified Persons in connection with:

- (a) any breach of this Agreement by the Advertiser;
- (b) any act of fraud or willful misconduct by or on behalf of the Advertiser; or
- (c) the publication of, or any act or omission in relation to, the Advertising Content or any website represented by a URL included or embedded in the Advertising Content.

10. Termination

A party may terminate this Agreement by written notice to the other if any of the following events has occurred in respect of the other party:

- (a) a material breach of this Agreement which:
 - (i) is not remediable; or
 - (ii) if capable of remedy, is not remedied by the other party within 14 days of written notice;
- (b) an insolvency event occurs, other than an internal reconstruction with notice to the other party.

11. Advertising requests

Consequences of termination If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:

- (a) the parties are immediately released from their obligations under the Agreement except those obligations in clauses 6 to 9 and any other obligations that, by their nature, survive termination;
- (b) each party retains the rights and claims it has against the other; and
- (c) the Advertiser must immediately pay all outstanding Fees.

12. Notices

A. (a) The parties' contact details for notices under this Agreement are as follows, or as otherwise notified by one party to the other from time to time:

Newspaper Owner: Cassowary Coast Independent News Pty. Ltd
Address: 72 Butler Street,
Tully, QLD 4854, Australia
Contact Number: (07) 4068 0088

Advertiser: _____

Address: _____

Australian Contact Number: _____

B. All notices must be in writing and can be given by:

- (i) hand delivery during normal business hours;
- (ii) registered post; or

(iii) facsimile followed within 2 business days by one of the means listed above.

C. A notice is deemed to be given and received:

- (i) if delivered in accordance with paragraph (b)(i), on the next business day after the day of delivery;
- (ii) if sent in accordance with paragraph (b)(ii), 5 clear business days after the day of posting;
- (iii) if sent in accordance with paragraph (b)(iii), on the next business day after transmission.

13. General

- A. The Advertiser must not assign or otherwise deal in any other way with any of its rights under this Agreement without the prior written consent of the Newspaper Owner.
- B. Nothing contained in this Agreement creates any relationship of partnership or agency between the parties.
- C. If a provision of this Agreement is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- D. Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- E. This Agreement (and any documents executed in connection with it) is the entire agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in this Agreement, no party has relied on any representation made by or on behalf of the other.
- F. This Agreement may be amended only by a document signed by all parties.
- G. A provision of or a right under this Agreement may not be waived or varied except in writing signed by the person to be bound.
- H. This Agreement may be executed in counterparts which will be taken together to constitute one document.
- I. A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event, 6 provided that the party keeps the other closely informed in such circumstances and uses reasonable endeavours to rectify the situation.
- J. Without limiting any other right to terminate under this Agreement, if a Force Majeure Event affects a party's performance under this Agreement for more than thirty (30) consecutive days, the other party may immediately terminate this Agreement by written notice.
- K. All stamp duties and other government charges in relation to this Agreement must be paid by the Advertiser.
- L. This Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.