Australian Gift and Homewares Association Limited
Advertising Terms & Conditions

In this Agreement, except insofar as the context or subject matter otherwise, indicates or requires:

"AGHA" means Australian Gift and Homewares Association Ltd - ABN 49 061 196 290.
"Advertising" means photographs, artwork or other material submitted by the Advertiser to AGHA for inclusion in the Publication
"Advertiser" means any person or organisation that places advertising with AGHA
"Publication" means any printed magazine as published by AGHA in which the Advertising has purchased content
"Publication Date" is the date that the Publication is released for general distribution
"Rate Card" means the current list of prices, charges and specifications for Advertising as provided by the Publisher to the Advertiser

1. Publication of Advertising
(a) Subject to these Terms, AGHA will use its reasonable endeavours to publish Advertising submitted by Advertisers in the format submitted by the Advertiser and in accordance with the placement requests of the Advertiser.
(b) The Advertiser grants AGHA a global, royalty-free, nonexclusive, irrevocable licence to publish, and to sub-licence the publication of, the Advertising in any form and in any medium. The Advertiser warrants that it has the right and authority to grant AGHA the licence referred to in this Clause.

2. Right to Refuse Advertising
(a) Neither these Terms nor any written or verbal quotation by AGHA represent an offer to publish the Advertising. A binding agreement in relation to a request for Advertising will only be formed between AGHA and an Advertiser when AGHA accepts the Advertising.
(b) Even if an agreement has been formed in accordance with the above Clause, AGHA reserves the right to refuse or withdraw from publication any Advertising at any time without giving reasons.

3. Right to Vary Format and Placement
(a) AGHA reserves the right
(i) to vary the placement of Advertising; and
(ii) to change the format of Advertising.
(b) AGHA will endeavour to notify the Advertiser of any such changes. However, except in accordance with Clause 12, AGHA will not be liable for any costs, expenses, losses or damages suffered or incurred by an Advertiser arising from AGHA's failure to publish Advertising in accordance with an Advertiser's request.
(c) If AGHA changes the production environment, AGHA reserves the right to shrink or enlarge the size of the print Advertising by up to 10% without notifying the Advertiser and without change to the rates for that Advertising.
(d) Advertisements placed strictly in order of receipt, however, placement options available at additional cost.

4. Advertising Submission
(a) The Advertiser warrants to AGHA that the Advertising and the publication by AGHA of the Advertising does not breach or infringe:
(i) the Trade Practices Act (Commonwealth), Fair Trading Acts (State) or equivalent legislation;
(ii) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
(iii) any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
(iv) State or Commonwealth anti-discrimination legislation;
(v) the Privacy Act (Commonwealth);
(vi) the financial services provisions of the Corporations Act; or
(vii) any law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or any State or Territory).
(b) The Advertiser warrants that in respect of Advertising that contains the name or photographic or pictorial representation of any living person and/or any copy by which any living person can be identified, the Advertiser has obtained the authority of that person to make use of his/her name or representation or the copy.
(c) The Advertiser must not submit Advertising for publication that contains contact details for the Advertiser unless those contact details include the full name and street address of the Advertiser.
(d) If the Advertiser submits Advertising that looks, in AGHA's opinion, like editorial material, AGHA may publish the Advertising under the heading 'Advertising' and with a border distinguishing it from editorial.
(e) AGHA will endeavour to take reasonable care of Advertising material in its custody and control, but will not be responsible for any loss or damage to Advertising material (even if caused by AGHA's negligence).
(f) All Advertising material submitted by the Advertiser must comply with AGHA's specifications which are available at www.aghagiftfairs.com.au. AGHA may reject the Advertising material if it is not submitted in accordance with such specifications.
(g) Print Advertising material must be submitted prior to the "Advertising Material Deadline" for the publication. Deadline information is as provided in the relevant Media Kit and found at www.aghagiftfairs.com.au
(h) AGHA reserves the right to charge the Advertiser for print Advertising if creative materials are not submitted in accordance with Clause 4(f).
(i) The Advertiser warrants that the rights to all photographs, artwork and content of the Advertisement are owned by the Advertiser or appropriate written permissions have been obtained from the owner of the photographs, artwork and content to be used in the specific Advertiser's Advertisement.

5. Advertising Publishing & Performance
(a) AGHA makes no warranties or representations as to the performance of the Advertisement in regard to the number of readers of the publication or any level of business generated by the publication.
(b) Subject to Clause 12, AGHA is not liable for any loss, damages or liabilities arising from the publication of the Advertisement.
(c) The Advertiser acknowledges that AGHA may at its discretion include additional features or inclusions such as editorial content or articles based on the Advertisement content.

6. Errors & Omissions
(a) The Advertiser must promptly –
(i) check proofs of Advertising, if these are provided to the Advertiser by AGHA and
(ii) notify AGHA of any errors or omission in the proofs or any published Advertising.
(b) AGHA does not accept responsibility for any errors in Advertising placed by verbal communication.
(c) AGHA does not accept responsibility for any errors in Advertising material received from third parties.
(d) If an Advertiser wishes to make a claim on AGHA for credit, re-publication or any other remedy in respect of Advertising, the Advertiser must send the claim in writing to AGHA no later than 7 days after the publishing date.

7. Advertising Rates and GST
(a) The Advertiser must pay for Advertising in accordance with the rates in the Publication's Rate Card, or as otherwise agreed, at the casual or basic rate. Rates specified in the Rate Card –
(i) may be varied at any time by AGHA without notice.
(ii) are exclusive of taxes, duties or GST ('Taxes') unless the Rate Card specifies that GST or other Taxes are excluded.
(b) Where the Advertiser is an approved advertising agent and provided that the Tax Invoice amount exceeds $1,000 (excluding GST) and payment is made in accordance with Clause 10, 10% will be deducted from the total Tax Invoice amount except when otherwise noted on the Tax Invoice. If an agency claims a commission, then no further discounts are payable.
(c) All amounts shown on AGHA Rate Cards are in Australian Dollars unless specified otherwise.
(d)A 20% surcharge will apply to relevant rate as specified in the AGHA Rate Card for Members who are unfinancial at the time of Publishing.
(e) $1250 non-member rate will include 12-month AGHA wholesaler membership until October 2021 (joining fee will be waived).

8. Cancellations
(a) If the Advertiser wishes to cease publication of Advertising or cease any work requested to be performed by AGHA after issuing instructed for AGHA to proceed with the work, the Advertiser must request AGHA's consent in writing and
(i) for print Advertising, the Advertiser must cancel Advertising in writing prior to "Booking Deadline" date.
(b) If AGHA consent the Advertiser must pay AGHA:
(i) in AGHA's absolute discretion, a cancellation fee of up to 100% of the Advertising booking or of the work being done.

9. Credit
(a) AGHA may grant, deny or withdraw credit to an Advertiser at any time in its discretion.
(b) For the purpose of obtaining or providing a credit check/reference, you authorise AGHA to make enquiries and to use, exchange and disclose to any credit provider or credit reporting agency, any or all information AGHA know or obtain concerning your credit worthiness.

10. Payment
(a) All amounts shown on the booking form are in Australian Dollars unless specified otherwise.
(b) The Advertiser must pay in Australian Dollars
(c) The Advertiser must pay for Advertising by prepayment, at time of booking.
(i) prior to the Publication Production
(ii) by prepayment, if so required by AGHA; and
(iii) within 30 days after the date of the invoice and only if a commercial account has been established with AGHA
(d) The Advertiser must pay:
(i) for Advertising in accordance with the size of the Advertising material lodged by the Advertiser, or the Advertising space ordered by the Advertiser, whichever is greater; If Advertiser fails to provide the copy or material for space that is booked, Advertiser will still be charged unless a cancellation is approved by AGHA.
ii) the full price for Advertising even if AGHA has exercised its right to vary the format or placement of the Advertising and even if there is an error or omission in the Advertising (unless the error or omission was the fault of AGHA).

11. Failure to Pay
(a) If an Advertiser breaches these terms and conditions or fails to pay for Advertising in accordance with Clause 10 or if an Advertiser suffers an Insolvency Event as defined in Clause 11(b)
(b) AGHA may (in its discretion and without limitation);
(i) cancel any provision of credit to the Advertiser
(ii) require pre-payment for further Advertising
(iii) charge interest on all overdue amounts at the rate 2.5% above the prime lending rate of Commonwealth Bank of Australia as published in the Australian Financial Review on that day.
(iv) take proceedings against the Advertiser for any outstanding amounts
(v) recover from the Advertiser all costs relating to any action taken by AGHA to recover amounts owing for Advertising, including without limitation any mercantile agency costs and legal costs on a full indemnity basis
(vi) cease publication of any further Advertising on behalf of the Advertiser and terminate any agreement in relation to Advertising not yet published; and
(vii) exercise any other rights at law.
(b) A written statement of debt duly signed by an authorised employee of AGHA shall be prima facie evidence and proof of the amount owed by the Advertiser to AGHA.

12. Liability
(a) The Advertiser acknowledges that it has not relied on any advice given or representation made by or on behalf of AGHA in connection with the Advertising.
(b) AGHA excludes all implied conditions and warranties from these Terms, except any condition or warranty (such as conditions and warranties implied by the Trade Practices Act and equivalent State acts) which cannot by law be excluded ('Non-excludable Condition').
(c) AGHA limits its liability:
(i) for breach of any Non-Excludable Condition (to the extent that liability for such breach can by law be limited); and
(ii) for any other error or omission in published Advertising caused by AGHA, at AGHA's option, to re-supply of the Advertising affected by the breach, or payment of the cost of re-supply.
(d) Subject to Clauses 12(b) and 12(c), AGHA excludes all other liability to the Advertiser for any costs, expenses, losses and damages suffered or incurred by the Advertiser in connection with these Terms and any Advertising published by AGHA, whether that liability arises in contract, tort (including by AGHA's negligence) or under statute. Without limitation, AGHA will in no circumstances be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.
(e) The Advertiser indemnifies AGHA and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Advertiser's breach of these Terms and any negligent or unlawful act or omission of the Advertiser in connection with the Advertising.

13. Privacy
(a) AGHA collects am Advertiser's personal information to provide the Advertising to the Advertiser and for invoicing purposes.
(b) More information about our privacy policy is available at the official AGHA website www.agha.com.au .

14. General
(a) These Terms represent the entire agreement of the Advertiser and AGHA in relation to Advertising and cannot be varied except in writing by an authorised officer of AGHA. No purchase order or other document issued by the Advertiser will vary these terms.
(b) AGHA will not be liable for any delay or failure to publish Advertising caused by a factor outside AGHA's reasonable control (including but not limited to any Act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).
(c) AGHA may service any notice or court documents on an Advertiser by forwarding them by pre-paid post or electronically to the last known address of the Advertiser