

# CELA PRINT & DIGITAL ADVERTISING TERMS AND CONDITIONS

## THE TERMS THAT APPLY WHEN YOU ADVERTISE

### 1. WHEN DO THESE TERMS APPLY?

1.1 These terms will apply to you every time you request publication of advertising in any Publications owned by CELA

1.2 “Publications” refers to any printed or digital magazine or other media produced by CELA

### 2. HOW DO I PLACE PRINT ADVERTISING

2.1 You can request advertising or services in any Publications owned by CELA at any time directly

By emailing [communication@cela.org.au](mailto:communication@cela.org.au), or by calling 1800 157 818

2.2 CELA will, if it accepts your request, send you a Booking Form, which will contain the specific details of your advertising to which you must reply with your acceptance.

2.3 You acknowledge that booking a Print advertisement in a Publication does not mean inclusion of the advertisement in the digital edition associated with that Publication nor in any of CELA’s digital editions.

### 3. WHAT RIGHTS DOES CELA HAVE?

3.1 CELA can reject advertising at any time for any reason. CELA can withdraw advertising or withdraw publications at any time and for any reason. CELA is not liable to you if it does reject your advertising, withdraw your advertising or withdraw a publication that contains your advertising.

3.2 Advertising material must be supplied as per agreed deadline at time of booking. All advertising material is subject to editorial approval. This deadline allows advertisers time to amend the material if it does not approved by CELA.

3.3 CELA will try to place your advertising in the position that you request, but it cannot always do so. CELA is not liable to you if your advertising does not appear in the place that you request.

3.4 If your advertising is editorial in style, CELA can add the word “advertising” above or below the advertising.

3.6 CELA takes all reasonable endeavours to include advertisements in its digital editions of a Publication, but cannot guarantee that these will always be included. CELA reserves the right to omit any advertisements from its digital editions if deemed necessary.

### 4. SPECIFICATIONS AND DEADLINES

4.1 You must deliver the materials required to produce your advertising (“Materials”) to CELA by the date CELA specifies. If you do not, CELA may not be able to publish your advertising and CELA is not liable to you for this. You will still be liable for the price quoted in the Booking Order Approval.

4.2 The Material must be in the form that CELA requires for the Publication in which the advertising is to be published. If you do not deliver the Material in the required form, you will be notified and given the opportunity to resubmit within 3 working days, if not resupplied in this time frame your advertisement will may not be published and you will have to pay for the booking as agreed.

4.3 If you would like to receive a proof for print approval prior to print please clearly mark this option on the booking form in advance

4.4 You may request for the return of your material from CELA prior to the publication material deadline. You must pay the expenses incurred by CELA along with your Fee.

4.5 CELA can change the on sale date of Publications at any time without notice.

## 5. PAYING FOR ADVERTISING

5.1 The Booking Confirmation will contain the amount you have to pay for the advertising (Fee). The Fee does not include GST. CELA will provide you with an invoice stating the Fee and the GST payable.

5.2 You must pay the Fee within the terms set by CELA. You cannot alter the Fee, even if you feel that the advertising was not placed or published in the manner that you expected.

## 7. HOW CAN I CANCEL ADVERTISING

7.1 If you cancel advertising up to 10 weeks before the scheduled date of publication of the Publication (Cancellation Deadline), you will not have to pay the Fee.

7.2 If you cancel after the Cancellation Deadline, you have to pay the Fee. This applies even if you booked the advertising after the Cancellation Deadline.

## 8. WARRANTIES FROM YOU

8.1 You warrant to CELA that your advertising or services:

- a) is true and accurate in all respects;
- b) does not infringe any rights of any person (such as copyright and trademark rights);
- c) does not use the name and image of any person without their consent;
- d) is not obscene, indecent or defamatory; and
- e) does not contravene any federal, state or territory statute, regulation or other law including the Competition and Consumer Act (CTH).

8.2 You indemnify CELA for all costs (including legal costs on a solicitor client basis), expenses, claims, demands, damages and losses of any kind arising from or attributable to the publication of the advertising or otherwise arising from a breach by you of these terms.

8.3 To the extent permitted by law, all conditions and warranties implied by law or otherwise not expressly set out in these terms and conditions are excluded.

## 9. LIMITATION OF LIABILITY

9.1 To the extent permitted by law, under these terms or otherwise in connection with your advertising, and the publication of that advertising by CELA:

- a) CELA excludes liability for all indirect, consequential or special losses or damages including loss or profits howsoever arising; and
- b) The total liability of CELA howsoever arising is limited to the supply of the relevant advertising again or the payment of the cost of having those services supplied again, whichever CELA determines in its absolute discretion.

9.2 CELA will not be liable to you or any other person for any loss of whatever kind suffered as a result of an advertisement not being available for publication or not being published where such event arises from any cause beyond CELA's reasonable control.

## 11. GENERAL

11.1 These terms are governed by the laws in force in New South Wales, Australia.

11.2 The terms of the Booking Confirmation and this agreement record the entire agreement between you and CELA relating to the matters dealt with in this agreement and supersede all previous arrangements, understandings or representations, whether written, oral or both, relating to these matters.

**If you have any questions in relation to these terms and conditions please email [communication@cela.org.au](mailto:communication@cela.org.au) or call us on 1800 157 818**