

ADVERTISING AGREEMENT



REGION: Western Cape Gauteng Kwazulu-Natal

PUBLICATION NAME _____

Advertiser _____ Contact _____ Designation _____

Agency _____ Contact _____ Designation _____

Product _____

(i.e. advert, editorial, special feature, show development, etc)

No. of insertions Consecutive Corporate Ad Property Ad

Special Positions _____ Size _____

Month(s) of insertion _____

Rate per insertion (excl VAT) _____ Supplied material For make up

(additional fees may apply)

Special Instructions _____

Copy: Client Media Nova
Required by _____

Photography: Client Media Nova
Required by _____

Contact for copy _____

Contact for photography _____

Name _____
(for Media Nova Pty Ltd)

Signature _____
(duly authorised representative)

Signature _____

Date _____

Date _____

Internal Use Only
Credit Limit _____

E-mail: _____

Approved _____
Finance Manager

TERMS AND CONDITIONS

- Acceptance of a booking shall only occur once Media Nova (Pty) Ltd has duly considered and approved the booking.
- The right is reserved to withhold publication of any advertisement or to cancel the advertisement booking that has been accepted, without stating any reason thereto. No liability is accepted for losses arising from omissions, failure to publish, publication of wrong copy, typographical, poor positioning, or any other mistake or error. In case of such losses, the advertiser is not exempted from contractual obligations.
- The advertiser is not exempted from any contractual obligations in the event of late or non-receipt of material.
- The advertiser agrees to furnish, on demand, copy for completion.
- Bookings for advertisement adjacent to or opposite editorial can only be accepted subject to availability at the time of going to press.
- Bookings requesting special positions or 'right-hand' or 'left-hand' pages cannot be guaranteed unless uplift has been paid.
- Media Nova does not guarantee any results in respect of advertisements inserted in any of the company's magazines and/or supplements.
- No cancellation of advertisements will be accepted after the material deadline (refer to our closing date schedule). Should cancellation be received after the material deadline, a 50% cancellation fee will be charged.
- Multiple insertions must be utilised within 12 months to attract

the published discount.

- The advertiser is held liable for all damages and costs that may arise from any action that may be instituted against Media Nova by reason of the publication of the advertisement.
- The advertiser specifically indemnifies the publisher against any claim whatsoever arising from the publication of any advertisements.
- All material and copy is subject to approval by the publishers.
- In the event of an advertiser not submitting material for issues contracted for by the press dates as set in the closing date schedule, Media Nova shall be entitled to repeat copy provided for a previous issue.
- The advertiser agrees to any design changes incurred for material to be made up even if the material was originally intended to be 'supplied' print ready.
- Accounts will be rendered monthly and are payable within 30 days of the date of invoice.
- A statement from Media Nova will be prima-facie proof of the amount due by the advertiser at any time.
- If the advertiser is in default of any of the terms and conditions in terms of this agreement, Media Nova will be entitled, without prejudice to any other rights that it may have in law to;
 - immediately suspend services to the advertiser;
 - claim immediate payment of all amounts payable in terms of

this agreement and/or;

- immediately terminate this agreement, retain all amounts already paid by the advertiser and recover all legal costs as stipulated in clause 18.
- In the event of legal action being instituted for recovery of any amounts owing by the advertiser, the advertiser will be liable for all costs, including legal costs on the attorney and own client scale, interest on any amounts due by the advertiser in terms of the agreement from date of demand until date of receipt of payment in full and collection commission.
 - Credit Card Payments will be deducted on the publication date of each issue.
 - As and when new rates are announced, contract advertisers will be protected at the rates applicable at the time of receipt of a booking form for a period of 45 days after the date of announcement of the new rates, the balance of the booking will be subject to the new rate.
 - In the event of a payment being changed from either an EFT or cheque payment to a credit card payment, a 4% surcharge will apply.
 - Media Nova reserves the right, subject to paragraph 20 above, to increase the rates at any time.
 - The advertiser consents to the jurisdiction of the Magistrate's court in respect of any legal proceedings instituted by the publisher to enforce its rights in terms of the Agreement, regardless of the nature of the proceedings or the amount claimed.

