

## **Lizard Publishing Limited**

### **Terms of Trade**

- 1.0** Payment by bank transfer, cheque or cash will be accepted for any advertising.
- 1.1** Payment of monthly accounts to be received by 5pm 20<sup>th</sup> of the month immediately following the month of publication. Where the 20<sup>th</sup> of any month falls on a weekend or public holiday the following normal business day will be treated as the date due.
- 1.2** Overdue accounts may attract interest at Lizard Publishing's current monthly or yearly rate. Any bad debts referred to a collection agency will incur all costs charged in collecting that debt.
- 1.** The charge for advertising will be in accordance with the published rate cards applying at the time for the publication, unless we have agreed otherwise in writing.
- 1.4** The rates in the rate-card may be varied by us at any time without notice.
- 1.5** All rates quoted exclusive of GST. GST will be applied at the standard rate to advertising placed by all New Zealand resident and non-resident advertisers.
- 1.6** You must pay for advertising in accordance with the space you order, Lizard Publishing Ltd may at its sole discretion allocate complimentary advertising space to any customer.
- 2.0** Lizard Publishing Ltd and/or its agents shall be liable only for the original cost of placing advertising, should any errors or omissions occur in producing publications.
- 2.1** Any late changes required by advertisers that require re-work of any product, in full or in part shall be at the sole cost of the advertiser. These costs will be informed at the time of request for changes and payment for these costs will fall due at the same time as when the original advertising costs fall due.
- 2.2** No published material will be considered the opinion of Lizard Publishing Ltd, the Director/s, or operator/s, unless expressed in writing in that same publication.
- 2.3** The quantity of any given publication produced or distributed may vary as Lizard Publishing Ltd sees fit. Any significant variations may be reflected in charges, when such variations are deemed necessary to reach the target market. Such changes will be advised in a timely manner, prior to accepting material for publication.
- 2.4** By accepting your advertisement for publication, and in publishing it we are doing so in consideration of and relying on your express warranty, the truth of which is essential that:
- A) The advertisement does not contain anything that:**
- *Is misleading or deceptive or likely to mislead or deceive or which otherwise breaches the Fair Trading Act 1986.*
  - *Is defamatory or indecent or which otherwise offends against generally accepted community standards or may breach the Human Rights Act 1993.*
  - *Infringes a copyright or Trademark or otherwise infringes any intellectual or industrial property rights.*
  - *Breaches any provision of any statute, regulation, by-law or other rule or law.*
- B) The advertisement complies with the Advertising Codes of Practice issued by the Advertising Standards Authority Inc ("ASA") and with every other code or industry Standard relating to advertising in New Zealand**
- C) Publication of the advertisement will not give rise to any liability on our part or in a claim being made against us.**
- 2.5** You agree to indemnify us against all losses or costs arising directly or indirectly from any breach of your warranties and from any costs incurred in our making corrections or amendments in accordance with the terms that follow.
- A) By supplying or placing an advertisement for publication you grant us perpetual, royalty free license to reproduce the advertisement in any print or electronic advertising media we offer advertisers now or in the future.**
- B) Where you utilise any aspect of our creative services in the design or production of an advertisement (including photographic or design work) you acknowledge that we own the copyright in such work and that such work is not work for which a commissioning payment has been made or agreed.**
- 2.6** You must contact us with-in 7 days if there is an error or omission in any advertisement you placed. We will not be liable for any indirect or consequential loss (which includes loss of revenue or profit) from an error or omission or failure to publish, and if we are found to have any direct liability for any circumstance that liability is limited to the cost of the space of the advertisement.
- 2.7** If an advertisement does not publish or publishes incorrectly Lizard Publishing Ltd can elect to re-run the advertisement correctly at an alternative date suitable to both parties. We will only investigate complaints during our normal office hours (8am-5pm Monday to Friday, excluding public holidays).

**2.8.1** Advertisements that imply the advertiser intends to unlawfully discriminate are prohibited by the Human Rights Act 1993. Discrimination may be unlawful if it is based on **any** of the following grounds:

- Sex, including pregnancy
- Marital Status
- Religious Beliefs
- Colour
- Race
- Ethnic or National origins
- Disability
- Age
- Political opinion
- Employment Status
- Family Status
- Sexual orientation

**2.8.2** The following terms are prohibited from advertisements:

- 'Single applicants only
- 'Married man required
- 'Unmarried mother
- 'De Facto couples only'
- 'No gays'
- 'No queers'
- 'Straights only'
- 'No Maori'
- 'New Zealanders only
- The use of 'he, she, male, female, girl, boy, woman, man'
- 'No children'

**2.9** We may correct or amend advertising to conform to style, or for any other genuine reason, so long as we do so using reasonable care. We reserve the right to correctly classify and edit all copy.

**3.0** Where you utilise any aspect of our creative services in the design or production of an advertisement (including photographic or design work) you acknowledge that we own the copyright in such work and that such work is not work for which a commissioning payment has been made or agreed. Such work shall remain the exclusive property of Lizard Publishing Ltd and no use shall be made, nor any ideas obtained there from used, except upon permission/compensation as determined by Lizard Publishing Ltd

**3.1** Files submitted for publication must be clearly legible and well edited. Additional charges may be charged whenever badly edited or poorly prepared files are supplied or submitted in any form which prevents them from being readily handled.

**3.2** Because of the differences in equipment and conditions between colour proofing and printing press operations, the advertiser will be aware of potential variation in colour between colour proofs and the completed job. Such issues shall not constitute finished work being faulty. Where special colour (PMS colour) has been provided, it will be matched using the PMS colour 4-colour process equivalent, or nearest possible in the event specified colour does not have a 4-colour process match equivalent.

**3.3** All property belonging to the customer will be handled and stored only at the customer's risk and such handling and storage charged for as necessary at Lizard Publishing Ltd current rates.

**3.4** Lizard Publishing Ltd does not guarantee to archive customers' supplied files, for any longer than 14 days after the date of last publishing said files. Other than as part of a Lizard Publishing Ltd Publication.

**3.5** All contracts and deliveries are made contingent upon disruptions, strikes, fires, floods, accidents etc... beyond Lizard Publishing Ltd's control.

**3.6** All claims must be made in writing within fourteen (14) days of publication date.

**3.7** These conditions and all other express terms of any contract shall be governed and construed in accordance with the laws of New Zealand, unless otherwise specified in writing.