

LOCAL MATTERS TERMS & CONDITIONS

The following terms and conditions apply to and are relied on by Local Matters 2005 Ltd and all of its associates ('us') in relation to all advertisements we accept for publication, except where we agree otherwise in writing.

1. SUBMISSION OF ADVERTISING

By accepting your advertisement (including a notice) 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:
 - i) is misleading or deceptive or likely to mislead or deceive or which otherwise breaches the Fair Trading Act 1986; or
 - ii) is defamatory or indecent or which otherwise offends against generally accepted community standards or may breach the Human Rights Act 1993; or
 - iii) infringes a copyright or trademark or otherwise infringes any intellectual or industrial property rights; or
 - iv) breaches any provision of any statute, regulation, by-law or other rule or law; and
- b) The advertisement complies in every way 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; and
- c) Publication of the advertisement will not give rise to any liability on our part or in a claim being made against us.
- d) By submitting a Public Notice, you warrant that the content of the notice is true. It is an offence under the Summary Offences Act 1981 to submit, for the purpose of publication, a notice containing false information. We assume no liability for misleading or fraudulent information.

2. LIABILITY

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.

3. COPYRIGHT

- a) By supplying or placing an advertisement for publication you grant us a 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.

c) Copyright of material printed in Hibiscus Matters, Mahurangi Matters & Northern Matters and on this website (www.localmatters.co.nz) including text, images, graphics, logos, icons, sound recordings and software is owned or licensed by us. You may not, without our prior written permission, in any form or by means adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website or commercialise or on-sell any information, items obtained from any part of this website.

4. RIGHT TO REFUSE OR WITHDRAW ADVERTISING

We may refuse to publish, or withdraw your advertisement from publication without having to give a reason. Please note no refunds will be given.

5. PROHIBITED ADVERTISEMENTS AND PHRASES

a) The following advertisements are prohibited:

i) Pyramid or other commission jobs which do not involve the sale of a legitimate product.

ii) All ads involving the sale or exchange of the following breeds of dogs:

- Argentinian Dogo
- Japanese Tozo
- Brazillian Fila
- American Pitbull

iii) Jobs which do not provide full details of the product or service involved.

iv) Jobs which promote gambling, gambling websites, or gaming activities that breach the Gaming and Lotteries Act.

v) Jobs involving activities, products or services which maybe considered offensive or illegal.

vi) Advertisements that imply that 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 • Ethical beliefs • Colour • Race • Ethnic or national origins • Disability • Age • Political opinion • Employment status • Family status • Sexual orientation

b) 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 Maoris'
- 'New Zealanders only'
- The use of: 'he, she, male, female, girl, boy, woman, man'
- No children

An advertisement cannot ask for 'New Zealand citizenship'. It can however ask for an 'authority to work in New Zealand'.

c) Suggested gender neutral wording:

Inappropriate/Prohibited	Recommended
Girl Friday	Personal Office Assistant/Office Assistant
Head Master	Principal
Cleaning Lady	Cleaner
Barmaid	Bar Attendant
Workman	Worker/Employee
Foreman	Supervisor
Saleswoman	Salesperson
She/he	Applicant
Male	Person
Girl	Person
Woman	Person
Policeman	Police Officer

6. RIGHT TO VARY FORMAT AND PLACEMENT

- a) We may publish the advertisement on the next available day if there is an error or delay in publication of the advertising as booked.
- b) We may correct or amend advertising to conform to style or for other genuine reason as long as we do so using reasonable care.
- c) We reserve the right to correctly classify and edit all copy.
- d) Only the standard abbreviations of each publication are accepted. If you are not sure whether an abbreviation is valid, we recommend spelling the word out in full.

7. ERRORS

- a) You must contact us within 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. If an ad does not

publish or publish correctly the newspaper can elect to re-run the ad correctly at an alternative date suitable to both parties.

b) We will only investigate complaints during normal office hours (8.30am to 5pm Monday to Friday, excluding public holidays).

8. CANCELLATIONS, CREDITS AND REFUNDS

In order to cancel an advertisement the advertiser must contact a newspaper **prior or by the booking deadline**. Advertisements cancelled after the booking deadline will incur a 50% cancellation fee, calculated on the cost of the ad booked.

If an ad does not publish or publish correctly the newspaper has the option of raising a credit, issuing a refund, or electing to re-run the ad correctly at an alternative date suitable to both parties. Additionally we may refuse to publish, or withdraw your advertisement from publication without having to give a reason.

9. ADVERTISING QUOTES AND TAXES

a) The charge for an advertisement will be in accordance with the published rate cards applying at the time for the publication, unless we agree otherwise in writing.

b) The rates in the Ratecard may be varied at any time by us without notice.

c) GST will be applied at the standard rate to advertising placed by all New Zealand resident and non-resident advertisers.

d) All rates quoted are exclusive of GST.

10. PAYMENT & SECURITY

a) All advertising which costs less than \$100 plus GST must be paid **PRIOR TO PUBLICATION** either by cheque, direct deposit or in cash at one of our offices. Other customers will be sent an account.

b) You must pay for print advertising in accordance with the space you order.

c) Local Matters reserves the right to ask for pre-payment of any account at their discretion.

11. WARRANTY OF SERVICE AND SYSTEM INTEGRITY

We give no warranty that:

a) The services we provide will be uninterrupted, timely, secure, or error free.

b) The information provided on the website is error free or reliable.

c) The quality of any items obtained pursuant to the services provided by us will meet your requirements.

d) We will make the best possible efforts to ensure the best possible availability of the Local Matters website and services, however we take no responsibility for any lack of system availability, or any losses that are incurred as a result of site availability or performance.

12. CONSUMER GUARANTEES ACT 1993

The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire, or hold yourself out as acquiring, goods or services from us for the purpose of a business.

13. DEBT RECOVERY

Payment is due within seven days after invoicing. Any invoice for goods or services rendered, not paid after 30 days from the invoice date, may be handed to a debt recovery agency for collection. If your account or debt is forwarded to this company you will be charged ALL collection and legal costs, and interest on the overdue amount. Should any payment by cheque be dishonoured you will also be liable for any/and all collection costs involved in recovering this amount.