



DISPLAY ADVERTISING TERMS AND CONDITIONS

These conditions apply to all advertising placed in APN publications unless we have agreed other terms in writing.

1. In accepting an advertisement (including a notice) for publication, and in publishing it we are doing so in consideration of and relying on the advertiser's express warranty, the truth of which is essential:
 - a) That 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
 - that is defamatory or indecent or which otherwise offends against generally accepted community standards
 - that infringes a copyright or trademark or otherwise infringes any intellectual or industrial property rights
 - that breaches any provision of any statute, regulation, by-law or other rule or law, and
 - b) That 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.
2. The advertiser agrees to indemnify us against all losses or costs arising directly or indirectly from any breach of those warranties by the advertiser and from any costs incurred in our making corrections or amendments in accordance with the terms that follow.
3. By supplying or placing an advertisement for publication the advertiser grants 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.
4. Where the advertiser utilises any aspect of our creative services in the design or production of an advertisement (including photographic or design work) the advertiser acknowledges 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.
5. We may refuse to publish, or withdraw an advertisement from publication without having to give a reason.
6. We may correct or amend advertising to conform to style or for other genuine reason as long as we do so using reasonable care.
7. The guarantees contained in The Consumer Guarantees Act 1993 are excluded where the advertiser acquires, or holds himself out as acquiring, goods or services from us for the purpose of a business.
8. The advertiser must tell us as soon as possible if there is an error or omission in any advertisement the advertiser has 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.
9. Cancellations are not accepted three days beyond the booking deadline.
10. The charge for an advertisement will be in accordance with the published rate card applying at the time for the publication, unless we agree otherwise in writing. Rate card adjustments will apply to space orders with effect from advertising appearing 28 days after the rate adjustment is published on our rate card. Rates for space orders apply for the whole space and are not reduced if the whole space is not used.
11. Advertising placed by advertisers who are not New Zealand residents will be zero-rated for GST purposes. GST will be applied at the standard rate to advertising placed by non-resident agents acting for New Zealand resident principals.
12. If payment for advertising is not made by due date (which is the 20th of the month following invoice, unless we specify otherwise) the advertiser will be liable for interest at market rates and all costs of recovery, commissions and collection fees.

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