

GENERAL TERMS AND CONDITIONS

1. In these General Terms and Conditions and in the Advertising Terms and Conditions below, the following expressions have the meanings respectively assigned to them:
"Competition and Consumer Law" means the *Competition and Consumer Act 2010* (Cth.) and the Regulations and Schedules thereunder, and includes all provisions of either of them;
"Copyright" means copyright vesting by virtue of the *Copyright Act 1968* (Cth);
"Intellectual Property Rights" means all intellectual property rights of any nature whatsoever including without limitation Copyright, patents, trade marks and the right to have confidential information kept confidential, and includes any registration of or application or right to apply for any of these rights;
"Person" means any person at law capable of suing or being sued;
"Publisher" means Kiwi Enterprises (WA) Pty Ltd ACN 121 488 515 as Trustee for the Newland Family Trust trading as The Valley Reporter; and
"The Valley Reporter" means the publication of that name published by the Publisher.
2. These General Terms and Conditions and where applicable the Advertising Terms and Conditions will, upon initial acceptance by you, apply to all your dealings with the Publisher regarding the publication of materials in The Valley Reporter until the Publisher notifies you otherwise.
3. By requesting the Publisher to publish any material in The Valley Reporter:
 - a) you authorise and license the Publisher to publish that material in The Valley Reporter with such editorial changes if any as the Publisher may consider necessary or appropriate;
 - b) you give permission for publication, including without limitation publication in print or online.
 - c) you warrant that:
 - i) you are the owner or licensee of the Intellectual Property Rights in that material, with the right to grant a licence or sublicense as the case requires to the Publisher to publish that material in The Valley Reporter; and
 - ii) the publication of that material in The Valley Reporter will not:
 - a) defame or slander any person;
 - b) infringe the Intellectual Property Rights of any Person; or
 - c) amount to misleading or deceptive conduct breaching, or conduct otherwise in breach of, the Competition and Consumer Law; and
 - d) you indemnify the Publisher, its servants and agents and hold them harmless with respect to all expenses, losses, claims, damages and costs which they may incur or suffer arising directly or indirectly from your inability to grant the licence at 3.a) and 3.b) above or breach of the warranties at 3.c) above, or from any other act or omission of any nature whatsoever on your part which directly or indirectly results in the Publisher, its servants or agents incurring or suffering any expense, loss, claim, damages or costs.
4. Completed advertisements are not to be emailed to other recipients, they will be archived onto a disk requiring customer collection. Requesting retrieval or collection of any material will impose reasonable charges by the Publisher.
5. In any case where you request the Publisher to create or design any material for publication in The Valley Reporter on your behalf:
 - a) the Publisher will advise you if there is to be any cost additional to any applicable advertising contract rate (see below), and you will pay the charged amount to the Publisher or as directed by it in accordance with these General Terms and Conditions or the Advertising Terms and Conditions, as the case requires;
 - b) you acknowledge and agree that:
 - i) the Publisher may create or design such material itself or may engage another Person to do so on its behalf;
 - ii) all Intellectual Property Rights in such material belong to the Publisher;
 - iii) no part of such material may be reproduced or transmitted in any form or by any means whatsoever without prior written permission from the Publisher.
6. The Publisher's acceptance or rejection of any material for publication in The Valley Reporter is at its absolute discretion, and the Publisher is not liable for rejecting any material for publication. If the Publisher has charged any amount in relation to the publication of any material but subsequently rejects such material for publication, the Publisher will refund such amount as is it considers appropriate having regard to such costs as it may have borne or incurred.
7. You acknowledge and agree that:
 - a) the Publisher does not accept any responsibility whatsoever for instructions not given in writing;
 - b) no purported instruction will be deemed to have been given to the Publisher until it is given in writing; and
 - c) the Publisher will not be liable where, because directly or indirectly of written instructions not being given in writing before any applicable deadline, it is not possible to publish material in The Valley Reporter by any otherwise agreed or advised date.
8. To the extent only that any applicable law cannot be excluded, the Publisher:
 - a) has the right to refuse to publish or to cancel the publication in The Valley Reporter of any material whatsoever;
 - b) takes no responsibility for opinions expressed by you or any other contributor or advertiser to or in The Valley Reporter;
 - c) does not provide any representation or warranty as to the accuracy or completeness of any information contained in any material published in The Valley Reporter; and
 - d) excludes all liability for any misrepresentation which may arise out of the publication of any printed material.

ADVERTISING TERMS AND CONDITIONS

In addition to the application of the General Terms and Conditions above, the following additional terms and conditions apply in relation to the publication of advertisements in The Valley Reporter:

9. Subject to and in accordance with the General Terms and Conditions above and these Advertising Terms and Conditions, upon the Publisher's receipt and acceptance of an "Advertisement Booking Sheet" signed by you for the placement of an advertisement in The Valley Reporter, there is a contract between you and the Publisher relating to the publication of that advertisement.
10. Advertising charge rates current from time to time are set out on The Valley Reporter web site, www.thevalleyreporter.com.au, but are subject to change without further or other notice.
11. While initial artwork charges relating to any creation or design work for an advertisement are included in the advertising charge rate, alterations requested by you will impose reasonable charges by the Publisher.
12. The Publisher may from time to time offer to advertisers, on a "first-come, first served" basis, exclusive positioned advertising on the front cover of The Valley Reporter. However, to be accepted for front cover advertising, you must book your advertisement for a period of three (3) or six (6) months, and any further periods will be at the Publisher's discretion.
13. Trading terms for payment of advertising charges are strictly seven (7) days from the date of invoice, and no credit will be issued.
14. Accounts that are seven (7) days overdue will be issued a reminder. If the amount owing is not received or arrangements satisfactory to the Publisher are not made within a further seven (7) days, the Publisher will issue a final notice of arrears requiring payment to be made within a further seven (7) days. If payment is not made in accordance with the final notice, the Publisher will then seek to recover the amount by any means appropriate for debt recovery. Until such time as the full amount then owing is paid, the arrears will incur ongoing collection and legal fees. The Publisher will not be required to publish any advertisements for you so long as your account remains in arrears, including any previously booked advertisements not yet published.
15. As a free service, the Publisher will endeavour to publish in each edition of The Valley Reporter a "Quick Find" section listing each advertiser in that edition of The Valley Reporter alphabetically by categories. Each advertiser will have a maximum of three (3) lines in that section which will include its name, address and contact details. However, the Publisher will not be liable to any advertiser in the event that it is omitted from the "Quick Find" section.
16. While the Publisher will take all due care to ensure that all advertisements appear as booked, it cannot guarantee that any advertisement will in fact appear as booked upon its publication, and the Publisher will not be liable for any loss or damage whatsoever, including consequential loss or damage, which may be suffered or incurred or which may arise directly or indirectly from the failure of any advertisement to appear as booked upon its publication.
17. If the Publisher is found to be at fault in respect of any errors in any advertisement published in The Valley Reporter, the advertisement in question will be corrected and will be reprinted in corrected form in the next available publication of The Valley Reporter.
18. Requesting cancellation of your "Advertisement Booking Sheet" contract will impose reasonable charges by the Publisher.

DISCLAIMER

"Subject to any rights and remedies available under the law of any State or Territory of Australia or the provisions including the schedules of the *Competition and Consumer Act 2010* which cannot be excluded, restricted or modified, the publisher:

- a) does not provide any representation or warranty as to the accuracy or completeness of any information contained in any material published;
- b) excludes all liability for any misrepresentation which may arise out of the publication of any material;
- c) shall have the right to refuse or cancel any material requested for publication."

Please remember the opinions expressed by our contributors do not necessarily reflect those of The Valley Reporter.