

# Terms and Conditions

1. New Zealand Magazines accepts all advertisements and notices ("advertisements") for publication in *New Zealand Woman's Weekly*, *New Zealand Listener*, *Creme*, *Simply You*, *Simply You Living* and any other publishing work undertaken by us on the following conditions (which are subject to the Consumer Guarantees Act 1993):

(a) The liability of the company (including the company's officers, employees and agents) to the advertiser or any person for loss or damage arising directly or indirectly from any errors or inaccuracies however caused (including by negligence, system or press failure, mistake, mis-classifications, early, late or non-insertion of advertisements, or loss or delay in the delivery of replies) will be limited to the cost of the space of the advertisement;

(b) It is the responsibility of the advertiser to advise the company of any error within three days of the advertisements publication and the company is not responsible for any unnotified errors;

(c) The company accepts no responsibility for any error or inaccuracy in advertisements placed by telephone.

The guarantees contained in the Consumer Guarantees Act 1993 are expressly excluded where the advertiser acquires or holds itself out as acquiring goods or services from the company for the purposes of a business. The advertiser, by submitting or authorising submission of an advertisement for publication, indemnifies the company from and against any proceedings, demands, costs, expenses, damages, penalties, judgements and liabilities of any nature taken, made or awarded against or incurred by the company arising out of or in connection with the advertisement. The advertiser warrants and declares that an advertisements acceptance, use of publication will not give rise to any claims of liabilities for the company and, in particular, that nothing in the advertisement infringes the rights of any person, is in full or part defamatory, is in breach of copyright, trademark or other intellectual or industrial property rights, or is in breach of the provision of any statute, regulation or rule of law. The company reserves the right to alter, abbreviate or refuse to publish any advertisement received if, in the company's sole opinion, it would be undesirable to publish it.

2. The position of advertisements in the magazine is entirely at the discretion of the publisher except where otherwise arranged. The publisher has the option from time to time of cancelling or suspending any order if it should for any reason have to reduce or restrict the size of its publication.

3. The advertiser's instructions should be forwarded to the publisher in writing.

4. Advertisements placed by advertising agencies are accepted on the understanding that the agency is acting on behalf of the advertiser and not for the publisher.

5. Full payment must be remitted to the publisher by 2pm on the last working day of the month following the date of publication, except for casual direct advertising which must be paid for in advance of publication and at the time copy and instructions are lodged, or in accordance with specific credit arrangements. Casual direct advertising is non-commissionable.

6. Advertising customers will be charged an additional credit card transaction fee plus GST when making payments by Diners Club (2.75%), Visa or MasterCard (1.55%). This excludes prepaid advertising.

7. Cancellations of an advertising order or part thereof must be given in writing to The Publisher, NZ Magazines, 4th Floor, NZ Herald Building, 46 Albert Street, Auckland, and received no later than five weeks before publication date for all advertising. All advertising orders not so cancelled shall be binding. When copy is overdue, the publisher reserves the right to repeat previous copy. Any costs incurred by the publisher which have been caused by failure of the advertiser to cancel within the specified period will be charged to the advertiser.

8. The rates quoted in an advertising space order are subject to any rate increase that occurs during the period of the order. The maximum period for a space order is 12 months. If the advertising space order is cancelled by the advertiser, the Advertiser shall pay for past insertions at the rate applying to the amount of space used. The advertiser will be surcharged if within the 12 months it does not use the amount of space contracted. Rate increases will be notified in writing 6 weeks prior to effective date.

9. Booking	6 weeks prior to publication date
Material	4 weeks prior to publication date
Cancellation	6 weeks prior to publication date