

ADVERTISING CONTRACT

Advertiser Details:

Company Advertising	
Contact Details	
Title/Position	
Organisation Placing Advertisement	
Postal Address	
Street Address	
Phone	
Fax	
Email	

Hereby contract with the Albany Students' Association Inc. for the following advertising package in Satellite Magazine:

Placement Details:

Size of advertisement required:

Preferred placement of Advertisement:

Further Requirements:

Date of Commencement	@ Cost	Colour	Issue Number	Sub-total	GST	Total

Additional Information:

Payment Details:

- Automatic payment on first of each month
- Invoiced Monthly

Copy Details:

- Copy to be supplied by Advertiser/s
- Satellite Team to prepare advertisement
- Rough Supplied
- Proof required
(**Note:** material requires a minimum of 5 working days before material deadline)

Additional Information:

Conditions:

- Until the Advertising contract has been signed and returned by the Advertiser, a placement has been reserved but not confirmed. Placement is confirmed on receipt of this contract subject to the space availability.
 - Your signing of this contract is binding for payment of your advertising placement.
 - You are required to supply copy, logos and/or digital artwork for your advertisement by the advertising deadline as stated on the **Satellite Advertising Rate Card** directly to the Editor of Satellite.
 - Satellite reserves the right to refuse advertisements that are considered racist, sexist or discriminatory if such issues arise.
 - Any advertisements designed by the staff at Satellite are subject to the inspection of the advertisers before print upon written request at the time of booking of the advertisement.
 - Placement of advertisements is at the discretion of Satellite unless specified otherwise by the advertiser. Advertisements must be received before the stated deadline otherwise they will not run and payment will still be expected. Payments should be received by the 20th of the month after the invoice is received.
1. The Advertiser acknowledges that by instructing the Association to print, broadcast or distribute advertising material, the Advertiser has read, understood and accepted the following terms and conditions and agrees to be bound by them.
 2. The amount charged by the Association will be as set out on the first page of this contract. The Association will invoice the Advertiser for the advertisement and the amount will be GST inclusive. Invoices are due for payment by the 20th day of the month following the date on the invoice.
 3. If the Advertiser disputes an invoice, or part of an invoice, the Advertiser must, **within five (5) working days** of receipt of the invoice, give reasons for withholding payment of the disputed amount and pay the undisputed amount. If notice is not given by the Advertiser within the time frame stipulated, then the Advertiser shall be deemed to have accepted the Association's invoice.
 4. Where an invoice, or part of an invoice, is not disputed and is not paid as required by clause 2, the Advertiser will pay interest on the unpaid amount from the due date for payment until the actual date of payment at the Association banker's prime overdraft rate plus 5% per annum charged on a daily basis.

5. The Advertiser shall pay all costs, expenses and charges including legal costs on a solicitor and own client basis that are incurred by the Association in recovering any money owing to the Association by the Advertiser.
6. Notwithstanding the acceptance of payment and part payment of any monies due under this contract, or that any advertising matter, the subject of this contract, has in part been printed, broadcast or distributed, the Association shall, at its discretion, be entitled without notice to do any or all of the following:
 - a. Refuse to commence or continue to broadcast or print the advertising material;
 - b. Instruct the Advertiser to immediately desist in the distribution of advertising material on the campus;
 - c. Terminate the contract; and
 - d. Advance or delay the date and times of broadcasting or print advertising, and the Association shall be under no liability to the Advertiser other than to return any monies paid in advance in respect of broadcasts or print advertisements not made or advertising material not distributed on the campus.
7. The Advertiser may terminate this contract by giving **twenty-one (21) days written notice**. In the event that the Advertiser terminates the contract, the Advertiser shall be liable to make payment to the Association for:
 - a. The value of the services properly performed and payable in accordance with this contract, and not previously paid for as at the date of termination; and
 - b. Any reasonable costs that the Association has incurred as a result of early termination; and
 - c. The value of any disbursements and other services which are charged and are based upon usage not previously paid for as at the date of termination.
8. If the Association is prevented or delayed from broadcasting, printing or distributing material in accordance with this contract by an act of God, accident, mechanical or electrical breakdown, power failure, fire, earthquake, weather conditions, failure of artists to appear, strikes, war, Government action, injunction, riot, or any similar or dissimilar cause beyond the control of the Association, the Association shall be under no liability. The Association may, at its discretion, broadcast or advertise in print or distribute or allow to be distributed advertising material at other times or may refund monies paid in advance in respect of such advertising material and cancel this contract in respect thereof, without prejudice however to any rights the Association may have under this contract.
9. The Advertiser warrants that the advertising material submitted for broadcasting or publication or distribution pursuant to this contract:
 - a. Is accurate, contains no mistakes or any misleading information;
 - b. Contains no false, unwarranted claims for any product or service;
 - c. Contains no defamatory statements or matters;
 - d. Are an original development by the Advertiser and do not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party;
 - e. Does not make mention of either the Association or Massey University without their written prior permission;
 - f. Conforms to the provisions of all New Zealand legislative requirements;
 - g. Conforms to the Advertising Codes of Practice as issued by the Advertising Standards Authority Inc.;
 - h. May be broadcast, printed or distributed by the Association without incurring by the Association of liability of any nature whatsoever; and
 - i. Conforms to the requirements of the Association's Rate Card.
10. Where the Advertiser is in the reasonable opinion of the Association in default of the above warranties, the Association shall be entitled to terminate this contract without incurring further liability or obligations to the Advertiser.
11. Notwithstanding the above, the following advertising shall not be permitted:
 - a. tobacco products, alcohol products, party pills products, the sex industry or gaming and gambling;
 - b. images or words of a pornographic nature;
 - c. promoting or condoning drink driving or alcoholic drinking amongst teenagers;
 - d. advertising that offends the principles of the Human Rights Act 1993 and Privacy Act 1993;
 - e. all other advertising, which in the opinion of the Association is offensive, insensitive or inappropriate to the values of the Association, or the Massey University community.
12. The Advertiser, apart from its liability for each of the foregoing warranties, undertakes to indemnify and keep indemnified the Association and the officers of the Association against all claims, actions, suits, demands, losses, costs or expenses of whatsoever nature which may be brought against the Association in respect of any advertising matter broadcast or distributed on behalf of the Advertiser pursuant to this contract. The provisions of this clause shall survive any cancellation or termination of the contract by any means whatsoever.
13. No party shall assign or transfer its rights under this contract and the Association shall not be required to broadcast, advertise or distribute advertising material hereunder for the benefit of any advertiser or product other than the Advertiser and the Advertiser's products names on the face thereof.
14. The Association shall have the right of placement of the advertising material and may omit any broadcast, advertisement or distribution of advertising material without invalidating this contract. The Association will endeavour to see that there is no proximity of competing products but is under no obligation to do so.
15. Advertising material must be in the hands of the Association at least 72 hours before the time of broadcast or advertisement or distribution, the 72 hour period is to exclude Saturdays, Sundays, and Public Holidays. All advertising material shall be delivered to the Association and the Association shall be under no liability for loss or damage to any such material while in the possession of the Association.
16. Under no circumstances will the Association be liable under the law of tort, contract or otherwise for its performance in printing, broadcasting or distributing the advertisement, any loss or damage arising by reason of any delay in completing its services, any loss or damage arising from the termination of the contract, or any loss of profits or savings or any indirect or consequential loss or damage, however caused, arising out of or in connection with the performance or non performance of its services.
17. The Association's liability to the Advertiser arising out of any claim for damages for any cause whatsoever will be limited to the actual damage or loss suffered by the Advertiser, whichever is the lesser.
18. No action may be brought by the Advertiser more than two years after it became aware of the cause of action.

19. Unless the disputed matter falls within the Jurisdiction of the Disputes Tribunal, no party shall commence any court proceedings relating to any dispute arising out of this contract (including any dispute as to the validity, breach or termination of this contract or as to any claim in tort, in equity pursuant to any statute) unless that party has complied with the following paragraphs of this clause.
 - a. Any party who claims that a dispute has arisen under or in relation to the contract must give written notice to every other party specifying the nature of the dispute.
20. On receipt of such notice by the other parties, the parties must co-operate and use their best endeavours to resolve the dispute expeditiously, and must, if they do not within seven days of the receipt of the notice (or such further period as they may agree in writing) resolve the dispute, refer the dispute to mediation ("the mediation").
21. The mediation shall in all respects be conducted in terms of the LEADR New Zealand Inc. Standard Mediation Agreement.
22. The mediation shall be conducted by a mediator and at a fee agreed by the parties, failing agreement between the parties, the mediator shall be selected, and the mediator's fee shall be determined, by the Chair for the time being of LEADR New Zealand Incorporated.
23. A party who seeks urgent interlocutory relief may, by written notice to each other party to the dispute, elect not to comply with the provisions of clause 19, but only to the extent of the relief sought and for the period required to dispose of the application for such interlocutory relief. Except to that extent, on the disposal of the application the provisions of clause 19 shall once again take effect.
24. This contract shall be governed by and construed in accordance with the laws of New Zealand and shall be subject to the exclusive jurisdiction of the Court's of New Zealand.
25. The illegality, invalidity or unenforceability of a provision of the contract under any law shall not affect the legality, validity or enforceability of that provision under another law or the legality, validity or enforceability of any other provision of the contract.
26. Failure or omission by a party at any time to enforce or require strict or timely compliance with any provision of the contract shall not affect or impair that provision in any way or the rights of that party to avail itself of the remedies it may have in respect of any breach of any such provision.

I hereby agree to the ASA Advertising Terms and Conditions stated above:

Signed: _____
 Name: _____
 Date: _____

Advertiser:	On behalf of ASA Inc. and Satellite Magazine
Name:	Name:
Position:	Position:
Signed:	Signed:



Satellite Magazine is the official newspaper
 of the Albany Students' Association Inc.
 Private Bag 102904
 North Shore City 745
 Auckland, NZ
 P: 9+443 9740
 F: 9+443 9745
 E: satellite@asa.ac.nz