

TERMS AND CONDITIONS OF ADVERTISING ORDER #

- 1. This agreement is between General Outdoor Advertising Pty Ltd A.B.N. 56 010 347 736 ("goa") and the Agency, the Advertiser and the Advertiser's Directors. goa grants to the Advertiser the right to display its approved advertisement on the sign/s for the Duration of Display shown on the order as per Clauses 18 and 19. Each of the Agency, the Advertiser and the Advertiser's Directors shall be principally liable (jointly and severally with the others) under these terms and conditions, even if:-
(a) one party also acts as agent for the other;
(b) one party signs and others do not;
(c) goa chooses to pursue one party for payment, in which case it will not be prevented from later pursuing another party.
Each signatory warrants that they have the necessary authority to sign on behalf of the party for whom they sign.
2. This order shall be deemed to be accepted on receipt by goa of a signed copy of this document or upon payment of the first month's rent, whichever event shall first occur.
3. Media will only be billed on a monthly account subject to a completed credit application from the Advertiser including director's guarantees being approved by goa three weeks prior to the campaign commencement date. Payments are due in advance on the first of each month unless otherwise specified in the order. If payment of any monthly charge is in arrears goa reserves the right to remove the advertisement and terminate this order by notice in writing to the Advertiser.
4. (a) Agency commission will only be allowed if payment is received by goa on or before forty-five (45) days following the last day of the month to which the billing applies. The Agency shall pay any tax of the nature of a goods and services tax (however imposed) payable in respect of its commission. Where the Agency collects the monthly charges and GST thereon from the Advertiser or another party, it shall pay the full amount less commission applicable to goa.
(b) The Agency will be liable for all payments under this Advertising Order regardless of whether the Agency has been paid by the Advertiser. The Agency warrants that it has the usual and appropriate credit insurance to cover the event of non-payment by the Advertiser; if at any time this warranty is or becomes incorrect, the Agency must immediately advise goa in writing.
(c) Where account status is approved by goa, goa will render accounts for media (payment terms will be advised on approval for non-agencies) to the Advertiser or Agency on the first day of each month, with production, installations and ancillary item accounts rendered at the end of each month. Where no account status exists, goa will render an account and require payment in advance of services being provided. The Advertiser or Agency shall pay to goa with each charge payment any tax of the nature of goods and services tax (however imposed) payable in respect of the charge.
5. (a) Orders of less than 12 months duration do not carry first option to renew.
(b) For orders of 12 months or longer, the Agency or Advertiser must exercise the option to renew at least ninety (90) days prior to the expiry of this order. Goa is entitled to find alternative advertisers to commence advertising at the termination of this order for any or all of the sites covered by the order. Goa may, but is not obliged to, give the Advertiser a reminder notice in regard to exercising any option to renew.
6. This booking is subject to the terms and conditions of any goa property owner agreement / licence and cannot otherwise be varied or cancelled once accepted by goa, except if the advertisement or sign structure is removed in accordance with a requirement of a property owner or any public authority, in which case the Advertiser or Agency will receive a proportionate refund of rental or (at goa's election) be offered alternative space.
7. All advertisements are subject to the approval of goa. Conformity with the provisions of the Trade Practices Act and obtaining any approvals whatsoever for any advertisement is the responsibility of the Advertiser and the Agency.
8. The Advertiser and the Agency shall indemnify goa for all claims or prosecutions made on or against goa in respect of the content or use of the displays provided or displayed by the Advertiser, notwithstanding goa's approval.
9. The Advertiser and Agency warrants that all advertisements and displays comply with the Codes of Advertising of the Advertising Standards Board and shall indemnify goa in respect of any loss or penalty suffered by goa as a result of any breach of this obligation.
10. This order is for space only. Production, installation and removal of advertising material is not included unless specified in the order.
11. Space is to be used exclusively by the Advertiser mentioned in this order, and shall not be assignable without consent in writing from goa.
12. The Advertiser or Agency must arrange for posters, vinyls and skins to arrive at goa seven (7) working days prior to the Commencement Date. Late delivery may mean a correspondingly late posting and this loss must be sustained by the Advertiser or Agency. Adequate spare posters are required for replacement, ie 20% of sites booked.
13. In the case of illuminated panels, these will be illuminated from dusk until midnight. goa will not be responsible for any interruption to the power supply due to circumstances over which it has no control and no abatement of charges shall apply.
14. The property in each poster supplied by the Advertiser (but not the copyright content where the creative concepts / artwork has not been prepared by goa) shall pass to goa on such poster being affixed to a panel.
15. The Advertiser shall not engage a third party to perform signwriting, painting or any other work on any of the sites without obtaining prior written consent from goa. Where the Advertiser wishes to carry out such work, the Advertiser assumes full responsibility for the hiring of competent contractors and for compliance with all relevant safety laws and regulations. Advertiser hereby indemnifies goa against any liability for injury, loss or damage to persons or property as a result of the activities of any persons so engaged, including any damaged caused to any panels during removal, painting, storage or erection.
16. In order to minimise costs to the Advertiser copyright of any creative concepts/artwork prepared by goa remains with goa, but the Advertiser is given the right to use them during the Duration of Display. For information on how the creative concepts from this programme can be taken into other media, please call your goa representative.
17. It is the Advertiser's responsibility to collect the billboard materials at the conclusion of the campaign, or make arrangements with goa to pay a storage fee within 30 days. Advertiser indemnifies goa for any accidental loss or damage to the billboard materials.
18. Due to the nature of outdoor business and its susceptibility to inclement weather (both wind and rain), goa cannot guarantee exact posting dates on the first of each month. Installation, posting and rotation of material from site to site generally takes place up to four (4) days either side of the first of the month. In cases of delays caused by weather, goa will endeavour to ensure that campaigns receive the total duration as booked.
19. A calendar month is deemed to be a minimum of twenty-eight (28) days.
20. Material not produced through goa billboards will not be covered by the 7 point production guarantee.

Signed: (advertiser) Print Name: Date/...../.....

Signed: (goa billboards) Print Name: Date/...../.....