

DUCKS CROSSING PUBLICATIONS TERMS AND CONDITIONS

1. Your order and purchase of advertising space is made on the basis of the terms outlined here in full. These terms may not be modified or altered in any way.
2. Your order and purchase are governed by the Laws of **New South Wales**. Each party unconditionally submits to the jurisdiction of the State of **New South Wales, Australia** only.
3. You warrant that the details you provide for the purposes of your advertisement are correct. If you are acting on behalf of a company or as an agent you warrant that you have actual authority to enter into this agreement. If it is found that you do not have the required authority you indemnify all actions against **Ducks Crossing Publications**.
4. Advertising and product purchases may not be made by people under the age of 18. Where a suspicion exists that a purchaser is under 18, **Ducks Crossing Publications** reserves the right to inform the relevant authorities.
5. **Ducks Crossing Publications** reserves the right not to accept advertisements. Additionally, some advertised products may have sales restrictions placed on them (such as, but not limited to, knives and knife blades). Advertisers of products accept without limitation their responsibility to ensure that they are promoting and/or supplying these products legally and that reception of these products is legal in their country or state of residence. **Ducks Crossing Publications** is not responsible for any goods detained during shipment by legal authorities. **Ducks Crossing Publications** is not responsible for any items and/or advertising supplied where the purchaser has used any form of deception (such as, but not limited to, using a credit card registered to another person).
6. By entering this agreement you give your express approval for **Ducks Crossing Publications** to obtain information required to complete your order and purchase in accordance with our Privacy Statement.
7. You agree to the cost as advertised and as shown on the invoice which is supplied with a copy of the advertisement at the time of publication.
8. An offer is constituted, on the terms outlined in this statement, and as is shown in our rate charts together with any correspondence from **Ducks Crossing Publications**. Your acceptance will be indicated by your selection of specific advertisement sizes and frequency, by your provision of advertising material to be published and by correspondence from you indicating your willingness to proceed with the order as outlined.
9. Your selection of an agreed number of editions in order to obtain a multiple booking discount means that you have committed to advertise in the agreed number of editions of a particular publication over the next 12 months commencing with the first advertisement to appear in *Peninsula News* and in *Coast Bowls News* and/or over a two year period in *Trad&Now*, whichever is applicable. Failure to do so will mean that the multiple booking discount may be revoked by **Ducks Crossing Publications**, recalculated to reflect the actual number of advertisements placed and that by accepting the lower multiple booking price you also accept that you will be required to pay the higher amount as calculated for the advertisements published if you fail to meet with the number of advertisements you originally agreed to publish in the agreed time period.
10. Any taxes that apply to this transaction are those that would apply to the transaction as if it were conducted in the State of **New South Wales, Australia**.

11. Refunds are provided at the discretion of ***Ducks Crossing Publications***' management and will only be provided where it is clear that an error was made in an advertisement and that the error was not the fault of the advertiser. The amount of refund will be at the discretion of ***Ducks Crossing Publications*** and will be calculated based on the seriousness of the error in relation to the otherwise effectiveness of the published advertisement. Wherever possible, unless the advertisement was time critical, the refund will be in the form of a credit offered by ***Ducks Crossing Publications*** for a future advertisement. ***Ducks Crossing Publications*** will use all available methods to recover payment for all advertisements published in good faith.
12. Liability for advertisements published in ***Ducks Crossing Publications*** lies with the advertiser once the advertisement has been published. A proof is supplied for all advertisements other than for classifieds and where a PDF has been supplied where no amendments were required. It is the responsibility of the advertiser to see the proof and to ensure that the content is correct and if changes are required, to advise ***Ducks Crossing Publications*** of those changes prior to the date and time stipulated on the proof sheet supplied.
13. ***Ducks Crossing Publications*** will use best endeavours to ensure that an advertisement is placed as agreed. However, ***Ducks Crossing Publications*** will not guarantee that all advertisements will appear and will not accept any liability for damages done should an advertisement not appear.
14. ***Ducks Crossing Publications*** accepts no liability whatsoever for any loss whether caused directly or indirectly through the use of its publications or products.
15. ***Ducks Crossing Publications*** accepts no liability whatsoever for any actions by third parties that interfere with this transaction.
16. You acknowledge that technical difficulties may interfere with the operation of this transaction and assume this risk in accepting this offer.
17. If by reason of any fact or circumstance, matter or thing beyond the reasonable control of ***Ducks Crossing Publications*** or you as the purchaser, either is unable to perform in whole or in part any obligation under this agreement, that party is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is not liable to the other party to this agreement in respect of such inability. However, if this should lead to the breaking of the agreement to advertise in an agreed number of editions of a publication within an agreed period of time, then ***Ducks Crossing Publications*** reserves the right to recalculate the advertising costs as per paragraph 9 and you will be required to pay the difference calculated at the discretion of ***Ducks Crossing Publications***.
18. If any provision of these terms and conditions is deemed to be illegal, invalid, void or voidable, the validity of the remainder of the terms and conditions will not be affected and will continue to be in force and have effect.