

## Terms and Conditions

### 1. Advertisements

**1.1** GlobalHQ accepts all Advertisements from the Client for publication in Farmers Weekly, Dairy Farmer and Farmers Weekly websites on the following terms and conditions ("Terms and Conditions"). These Terms and Conditions apply to:

- a. Display and classified advertising in Farmers Weekly and Dairy Farmer
- b. Online advertising across the Farmers Weekly website and digital platforms including eDM's across Farmers weekly and Dairy Farmer
- c. Stitched Inserts, DM ride-alongs, cover wraps and any other advertising innovations in Farmers Weekly and Dairy Farmer.

### 2. Agreement

These Terms and Conditions (including booking confirmations) set out the entire agreement between the Client and GlobalHQ in relation to advertising with Farmers Weekly and/or Dairy Farmer in print and/or online. Acceptance of any advertising quotes, products or services from GlobalHQ is deemed to be acceptance of these Terms and Conditions.

### 3. Indemnity

The Client indemnifies, and holds indemnified, GlobalHQ against all losses, damages or costs incurred (including without limitation consequential loss, loss of profits or loss of business) arising as a consequence of the placement and/or content of the Client's Advertisement or any breach of these Terms and Conditions and from any costs, harm or loss incurred by GlobalHQ through making corrections or amendments to the Client's Advertisements in accordance with these Terms and Conditions.

### 4. GlobalHQ's Rights

**4.1** GlobalHQ in its discretion may:

- a. At any time and without notice to the Client cancel, reject or refuse to publish or continue publishing any Advertisement without providing any reason for such rejection or refusal at any time before or after publication of the Advertisement, provided this right will not be unreasonably exercised. In the event that an Advertisement has been cancelled or rejected by GlobalHQ and where advertising rates have been agreed on the basis of a specified number of Advertisements appearing within a prescribed timeframe, any Advertisement already run shall be paid for at the rate that would apply if the entire order were published.
- b. Remove from its publications or websites any Advertisement that contains matter that GlobalHQ views, in its sole and absolute discretion, to be objectionable or inappropriate for inclusion.



c. Accept and publish advertising requesting restrictions or specifying positions, facings, editorial adjacencies or other requirements, but acceptance of such restrictions or specifications are at GlobalHQ's sole discretion and are not guaranteed.

## 5. Warranty

5.1 The Client represents and warrants that:

a. GlobalHQ is entitled to reproduce any written material, advertising or images supplied by the Client to Farmers Weekly and Dairy Farmer, without further cost to the Client, in other GlobalHQ publications and media.

b. That the Advertisement complies in every way with the Advertising Codes of Practice issued by the Advertising Standards Authority Incorporated and with every other code or industry standard relating to advertising in New Zealand.

c. Publication of the Advertisement will not give rise to GlobalHQ incurring any liability or to a claim against GlobalHQ.

d. The information provided to GlobalHQ is true and correct and that the Client will advise GlobalHQ of any changes to the information or details.

e. The Client repeats the representations and warranties in clause 5.1 on each occasion that an Advertisement is Booked and each time an Advertisement is provided to Farmers Weekly and Dairy Farmer for publication.

f. The advertising space will be used only by the Client for advertising their usual business, with the exception of employment advertising which is permitted, and may not be transferred by the Client to another person.

g. The Advertisement the Client provides does not:

- (i) Contain material that is considered obscene, offensive, defamatory or which otherwise offends against generally accepted community standards and is unsuitable for publication and is likely to be misleading or deceptive or otherwise infringe the Fair Trading Act 1986 or any other statute, regulation or rule of trade.
- (ii) Infringe copyright, trademark or any other intellectual property rights.
- (iii) Breach any provision of any statute, regulation, by-law or other rule of law.

h. The Advertisement the Client provides complies in every way with the Human Rights Act 1993 (HRA). Under the HRA, it is unlawful, subject to certain exceptions contained in the HRA, for employment Advertisements to restrict applicants because of their sex, marital status, religion, ethical belief, colour, race, ethnic or national origins, disability, age (over the age of 16), political opinions, employment status, family status or sexual orientation. For the avoidance of doubt, where an employment Advertisement does not fall within one of the exceptions contained in the HRA, that Advertisement shall be regarded as being open to applications from males and females.

## 6. Limitation of Liability

To the fullest extent permitted by law, GlobalHQ will not be liable for any loss, costs, damages or harm or misrepresentation including without limitation liability for indirect or consequential loss, loss of business, loss of revenue or profit as a consequence of any action or omission by it, its employees, contractors or agents.

## 7. Advertising Material and Content

**7.1** It is agreed that:

- a.** The Client is responsible for proof-reading and approving all Advertisements before submitting them to Farmers Weekly and/or Dairy Farmer for publishing.
- b.** If the Client does not sign off their final advertising proof within the allocated timeframe, Farmers Weekly and/or Dairy Farmer reserves the right to sign it off without consequence or liability (as per clause 6).
- c.** The Client is fully liable for any errors or omissions in the Advertisement that remain after the Client has provided the final Advertisement to Farmers Weekly and/or Dairy Farmer or has approved the final proof.
- d.** The Client acknowledges that it is responsible for notifying Farmers Weekly and/or Dairy Farmer as soon as possible (and in any case, within 10 days of the date the Advertisement appeared or should have appeared) of any error it identifies in any Advertisement the Client has placed. Where Farmers Weekly and/or Dairy Farmer receives notification of such an error, Farmers Weekly and/or Dairy Farmer will consider that error and take any steps it considers reasonable or necessary to remedy that error at the next available opportunity. After 10 days any claim is deemed waived.
- e.** When any change of Advertisement is not received by the Material Deadline, an Advertisement run in previous publications may be published in its place.
- f.** All advertisements that have 50% or more editorial of the total ad size, must have the words 'Advertorial', 'Advertisement', or 'Content supplied by (your business name)' on top of the ad and copy must be in a different font from newspaper body copy. Final sign off for any of the above must be from the editor.
- g.** Without notice to the Client, Farmers Weekly and/or Dairy Farmer may insert the words 'Advertorial supplied by Client Name' above or below any advertisement, which in Farmers Weekly's and Dairy Farmer's opinion resembles editorial that could create confusion for readers/viewers.

## 8. Advertisement Cancellations

- a.** GlobalHQ, in its sole discretion, may agree to cancel an existing work order for print and/or Farmers Weekly Website Advertising by the Client.
- b.** The Client will remain liable for the cost of any work performed or materials purchased on behalf of the Client, including the cost of services and, where relevant, paper and/or printing.



- c. All cancellations of Advertising must be made in writing to GlobalHQ.
- d. Cancellation of print and digital Advertising by the Client will be accepted by GlobalHQ in its sole discretion, and will incur a cancellation fee of 100% of the Advertisement cost plus GST, if cancelled within three Business Days of the Booking Deadline or for digital the campaign start date.
- e. If the print and digital material required from the Client for the print and digital Advertising is not received by the material deadline date, the client will incur a cancellation fee of 100% of the Advertisement cost plus GST.

## **9. Rates**

**9.1** The Client acknowledges that:

- a. All Advertisements will be charged, and the relevant amount due will be paid to GlobalHQ, in accordance with the Rate Card applicable at the time an Advertisement is Booked, unless otherwise agreed in writing.
- b. Where a rate is agreed between the parties, that differs from the Rate Card, on the basis that the Advertisement will appear in a specified number of publications within a certain period of time, and the Client does not subsequently advertise in the specified number of publications within the agreed timeframe, the Client will be liable for the difference between the rates agreed and those which are prescribed in the Rate Card, for the number of Advertisements actually published.
- c. Unless otherwise stated by GlobalHQ, advertising rates are quoted exclusive of GST and the Client will pay GST in addition to such rates. GlobalHQ will not charge GST if a Client can provide written confirmation that it is not a resident in New Zealand for GST purposes (i.e. not a resident for income tax purposes and not carrying on an activity in New Zealand through a fixed or permanent place in New Zealand). Clients must advise GlobalHQ should their position alter.

## **10. Payment/Costs**

- a. All invoices are due for payment on the 20th of the month following the date of the invoice for any Advertisement (Due Date).
- b. The Client must advise GlobalHQ as soon as possible and, in any event, before the Due Date, if the Client believes there is any error with the invoice(s) it has received.
- c. In the event that GlobalHQ does not receive payment within five Business Days of the Due Date, GlobalHQ may send to the Client a notice of demand for payment (Final Demand).
- d. If the Client does not pay all outstanding amounts owed to GlobalHQ within Five Business Days of the date of any Final Demand, the Client will become immediately liable for all costs and expenses incurred in recovering the debt including, but not limited to, full legal costs, debt collection and court costs and any interest on the amount due from the Due Date to the date the amount due has been recovered, charged at the 'use of money' interest rate prescribed by the New Zealand Inland Revenue Department.



**e.** If the client does not pay for outstanding amount owing to GlobalHQ, GlobalHQ may put the client on a Stop Credit where future advertising will not be placed until all outstanding monies owed are paid in full.

**e.** Clients who are deemed to be a Bad Debtor by GlobalHQ will not be eligible for future advertising until payment is received, and may be required to pre-pay for all future Advertisements.

**f.** GlobalHQ reserves the right to cancel without notice any forward bookings if the Client has become a Bad Debtor.

**g.** Clients based outside of New Zealand may be asked to pre-pay for their advertising, at GlobalHQ's discretion, to ensure payment is received on time.

**h.** GlobalHQ reserves the right to request Clients pre-pay for advertising before it runs. Once payment is received the Advertisement will then be placed in the next available publication. Pre-payment may be in the form of credit card, direct debit or supplier charge card if available.

**i.** Farmers Weekly and Dairy Farmer are entitled to charge for its services in the creation of marketing material and Advertisements specifically requested by Clients. Ownership of such material shall pass to the Client upon payment in full of all amounts due to GlobalHQ by the Client for these services. The intellectual property in all original material supplied by Farmers Weekly and Dairy Farmer such as photographs, graphics, and editorial content will remain with Farmers Weekly and Dairy Farmer, the Client acknowledges and agrees that its use by the Client or a third party (other than with express written consent of Farmers Weekly and Dairy Farmer) is prohibited.

## **11. General**

### **11.1 Advice**

The Client acknowledges that before accepting these Terms and Conditions it has had the opportunity to obtain advice, including independent legal advice, as it requires, regarding these Terms and Conditions and their effect.

### **11.2 Whole Agreement**

These Terms and Conditions govern the relationship between GlobalHQ and the Client and supersede all prior representations or agreements between the parties whether oral or in writing, unless expressly stated otherwise.

### **11.3 Invalidity**

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable, it shall be read down or severed to the extent of the invalidity or unenforceability and that event shall not affect the validity or enforceability of the remaining provisions.

### **11.4 Governing law**

The laws of New Zealand govern these Terms and Conditions.

### **11.5 Jurisdiction**



Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of, or exercising jurisdiction in, New Zealand and waives any claim or objection based on absence of jurisdiction or inconvenient forum; or immunity in relation to these Terms and Conditions in any jurisdiction for any reason; and

### **11.6 Amendment**

GlobalHQ may amend these Terms and Conditions from time to time at its sole discretion. The amended Terms and Conditions will not apply to Advertisements that are confirmed as Booked unless otherwise agreed between GlobalHQ and the Client.

### **11.7 Waivers**

The failure of GlobalHQ to enforce or a delay by GlobalHQ to enforce any right conferred upon it by these Terms and Conditions shall not constitute a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

### **11.8 No assignment**

The Client shall not assign these Terms and Conditions or otherwise transfer the benefit of these Terms and Conditions or a right or remedy under it.

### **11.9 Survival**

Notwithstanding termination of this Agreement, this clause 11.9 and the following clauses shall survive any termination:

- i.** Clause 3 (Indemnity);
- ii.** Clause 6 (Limitation of Liability);
- iii.** Clause 10 (Payment/Costs);
- iv.** Clause 11 (General); and
- v.** All other clauses required giving effect to this clause.

## **12. Definitions/ Interpretation**

**12.1** In these Terms and Conditions, unless the context otherwise provides, the following definitions shall apply:

**a.** The expression 'Client' means the advertiser and where advertising has been placed with Farmers Weekly and Dairy Farmer by an advertising agency, includes that agency.

**b.** 'Advertisement' means any Advertisement supplied to Farmers Weekly and Dairy Farmer by or on behalf of the Client, including any design and/or text.

**c.** 'Booked' means an Advertisement that has been confirmed by the Client and which GlobalHQ has generated a booking confirmation for.

**d.** 'Booking Deadline' means the time by which Farmers Weekly and Dairy Farmer must receive confirmation of an order for an Advertisement from the Client, as contained in the Rate Card for Farmers Weekly and Dairy Farmer print publication.



- e.** 'Material Deadline' means the time by which Farmers Weekly and Dairy Farmer must receive material for an Advertisement from the client.
- f.** 'Campaign Start Date' means the date in which the digital advertising will commence.
- g.** 'Business Day' means a time between 8am and 5pm, which is not a weekend or a public holiday.
- h.** 'Farmers Weekly Websites or "Digital Platforms"' means farmersweekly.co.nz
- i.** 'Rate Card' means the rate card for the Farmers Weekly and Dairy Farmer publication in which the Advertisement is to appear which contains the advertising rates and relevant deadlines for the Farmers Weekly and Dairy Farmer publications, as amended from time to time.
- j.** 'Bad Debtor' means a Client who has failed to make payment of an outstanding advertising invoice within 60 days of its due date.
- k.** 'Stop Credit' means the client's advertising account has been frozen until full payment has been received.