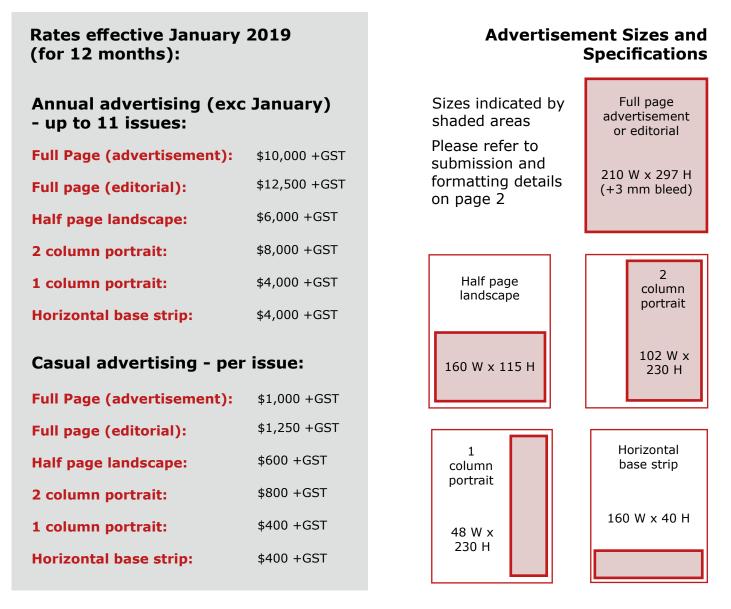


# Member Bulletin

# Advertising Rates, Specifications and Conditions

The BusVic Member Bulletin is a monthly magazine (excluding January) sent directly to each BusVic member.

Parties interested in connecting with Victoria's accredited bus and coach operators can advertise in the Member Bulletin.



To secure your place in the Member Bulletin, please complete the form overleaf and return it to BusVic

PO Box 125 Port Melbourne VIC 3207 P: (03) 9645 3300 F: (03) 9645 4455 E: buses@busvic.asn.au



# We wish to advertise in the following *Member Bulletin* editions:

	Year Round (up to 11 issues) OR										
Indicate which monthly edition/s											
	January	February		March		April					
	Мау	June		July		August					
	September	October		November		December					
Please select which advertisement type:											
	Full Page (advertisement)		Half page landscape			1 column portrait					
	Full page (editorial)		2	2 column portrait		Horizontal base strip					

This advertisement is part of our BusVic Partnership agreement (BusVic partners only)

#### Submission Details:

**Submission deadlines** - are the 14th of each month prior - e.g. 14th May is the deadline for the June bulletin. (or otherwise notified by BusVic)

#### **Formatting Details:**

*Advertisements* - should be supplied in High Resolution PDF format.

**Editorials** - pre-designed editorials can be submitted in High Resolution PDF. They may also be provided in Word document format with instructions for placement of any logos or images - (BusVic will have final approval over the formatting).

#### **Advertiser Details:**

Company Name:		
Contact Person:		
Address:		
City:	State:	Post Code:
Fax:	Phone number:	
Email:		

#### Acceptance:

We accept the terms and conditions as indicated and outlined as follows.

Signature:							
Name:							
Date:							
	PO Box 125 Port Melbourne VIC 3207						

## **BUSVIC BULLETIN ADVERTISING CONDITIONS**

- 1. The rates and requirements set out above form part of the arrangement between the entity seeking to advertise (advertiser) and BAV.
- 2. All advertisements must be submitted for publication by the submission deadline set out above, provided that if the advertisement is the same for more than one Bulletin, it only needs to be submitted once.
- 3. BAV may request the advertiser delete any advertising content from a submitted advertisement if it considers, on reasonable grounds, that it is unsuitable for publication.
- 4. Whether to publish a submitted advertisement, including any advertisement amended in accordance with these conditions, is at the sole discretion of BAV.
- 5. BAV will notify the advertiser in writing of its decision as to whether to publish the advertisement in the Bulletin.
- 6. If BAV decides not to publish an advertisement under the previous condition and the advertiser has been invoiced by BAV and paid the amount stipulated, BAV will either return the entire amount of money paid by the advertiser if the payment related to one advertisement to be run in all editions of the Bulletin or return part of the money paid as apportioned to the specific advertisement that won't be published.
- 7. If BAV decides to publish an advertisement under condition 5, any instructions from the advertiser to amend an advertisement or to cancel publication of the advertisement, must be in writing and received by BAV no later than 2 days after the submission deadline.
- 8. Provided the advertiser acts in accordance with the previous condition, and either BAV decides against publishing the advertisement with the amendment (and the advertiser doesn't wish to proceed to publication without the amendment) or the publication of the advertisement is cancelled, BAV will, where the advertiser has been invoiced by BAV and paid the amount stipulated, either return the entire amount of money paid by the advertiser if the payment related to one advertisement to be run in all editions of the Bulletin or return part of the money paid as apportioned to the specific advertisement that won't be published.
- 9. The placement of the advertisement in the Bulletin is at the discretion of BAV, except where specifically agreed otherwise by BAV.
- 10. BAV does not guarantee that the Bulletin will be issued on the first day of each month in the annual 11 month period, that 2 or more Bulletin editions won't be merged into one, or that an edition or editions won't be cancelled. If an advertiser has requested advertising for all 11 editions, has been invoiced by BAV and paid the amount stipulated, and BAV does any of the foregoing, BAV will return any amount of money paid by the advertiser as apportioned to the specific advertisement or advertisements that won't be published. If an advertiser has requested advertising for specific months on a casual basis, and BAV does any of the foregoing, BAV will have no liability to the advertiser whatsoever.
- 11. BAV will issue invoices for payment either after BAV receives this form with the details completed by an advertiser seeking to have advertisements run in each edition of the Bulletin or, in all other circumstances, only after the submitted advertisement has been published in the Bulletin.
- 12. No invoices will be issued by BAV to an advertiser in respect of an advertisement published in a Bulletin where the advertiser is a party to a 'Partnership Agreement' and the advertisement relates to a right of the advertiser to a free advertisement under such an Agreement.
- 13. Payment of invoices issued under the previous condition must be made no later made 14 days from the date of an invoice, which will include any GST applicable to the supply of services by BAV to be paid by the advertiser.
- 14. The advertisement content is the sole responsibility of the advertiser.
- 15. BAV may terminate these arrangements at any time, provided that, if the advertiser has requested advertising for all 11 editions, has been invoiced by BAV and paid the amount stipulated, BAV will return any amount of money paid by the advertiser as apportioned to the specific advertisement or advertisements that won't be published. If the advertiser has requested advertising for specific months on a casual basis, BAV will have no liability to the advertiser whatsoever.

## **BUSVIC BULLETIN ADVERTISING CONDITIONS continued**

- 16. To the full extent permitted by law and subject to any implied condition, warranty or right, or any statutory consumer guarantee contained in, any law (including the Competition and Consumer Act 2010 (Cth)) which cannot be excluded by law:
  - BAV excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in these conditions;
  - BAV excludes all liability in respect of any consequential or incidental damages; and
  - all implied conditions, warranties, rights and terms are excluded.
- 17. Where any condition, warranty or right is implied by law, or statutory consumer guarantee cannot be excluded, BAV limits it liability for breach of, or other act contrary to, that implied condition, warranty or right or statutory consumer guarantee, either to (i) the supply of the services again or (ii) the payment of the cost of having the services supplied again, or otherwise to the extent permitted by law.
- 18. Subject to the above conditions and to the extent permitted by law, the advertiser acknowledges BAV we will not be liable to it in contract, in tort (including negligence), under any statute (to the extent permitted by law) or otherwise for, or in respect of, any direct or indirect loss, costs or damages that the advertiser incurs or is liable for in connection with the advertisement, including the failure of the advertisement to appear according to the instructions of the advertiser.
- 19. The advertiser warrants to BAV that all material, statement, information or matter contained in any advertisement submitted and published is not in breach, whether directly or indirectly of any law, and if that is not the case and BAV suffers any loss or damage or penalty by reason of or arising from the publication of such advertisement, then the advertiser and/ or the advertiser's agent shall indemnify BAV against the amount of any such loss, damage or penalty and shall pay the amount thereof as directed by BAV. The acceptance and publication of the advertisement BAV shall be deemed to be the consideration for the granting of such indemnity, without the necessity for execution of any other document by the advertiser granting such indemnity.