



# BiziNet Magazine & Digital PUBLISHING AGREEMENT

This is a Publishing Agreement between BIZINET Pty Ltd, ABN 76 620 577 184 (BIZINET) and the Customer.

Please tick a box to book your ad. Please complete ALL details required using block letters.

ADVERTISEMENT	SIZE (W x H mm)	x1 issue 2 months	x3 issues 6 months	x6 issues 12 months
Full Page Ad	230 x 300	\$2400 <input type="checkbox"/>	\$2100 <input type="checkbox"/>	\$1800 <input type="checkbox"/>
1/2 Page Ad	202 x 134	\$1600 <input type="checkbox"/>	\$1400 <input type="checkbox"/>	\$1200 <input type="checkbox"/>
1/4 Page Ad	99 x 134	\$900 <input type="checkbox"/>	\$800 <input type="checkbox"/>	\$700 <input type="checkbox"/>
Article	N/A	\$1100 <input type="checkbox"/>	\$1050 <input type="checkbox"/>	\$900 <input type="checkbox"/>
2 Page Spread, Article + Ad	2 Full Pages	\$3100 <input type="checkbox"/>	\$2800 <input type="checkbox"/>	\$2500 <input type="checkbox"/>
BiziNetwork: Landing Page + Type 2 Ad	49 x 45	N/A -	N/A -	\$870 p.a. <input type="checkbox"/>
BiziNetwork: Landing Page + 5 Line Listing	N/A	N/A -	N/A -	\$350 p.a. <input type="checkbox"/>
Landing Page + 6 BiziNet Digital Articles*	N/A	N/A -	N/A -	\$2500 p.a. <input type="checkbox"/>
Video Production	N/A	from \$580 -	-	- <input type="checkbox"/>

\*\$100+GST set up fee is applied to new clients

All prices are GST excluding and per issue. "Pay per issue" option excl. BiziNetwork & BiziNet Digital Articles

**Total (including GST):\$ \_\_\_\_\_**

Note: the invoice must be paid within 14 business days from the date of issue of tax invoice.  
Cancellation Fee: 25% of the value of the cancelled product.

Material must be supplied not later than the deadline(s) shown at [www.bizinet.com.au](http://www.bizinet.com.au)

CUSTOMER DETAILS	
Company Name:	ACN/ABN:
Contact Person:	
Phone:	Mobile:
Address:	
Website:	Email:
Payment options:	<input type="checkbox"/> Credit Card <input type="checkbox"/> Cheque <input type="checkbox"/> Deposit
Credit Card Details:	<input type="checkbox"/> VISA <input type="checkbox"/> Master Card <input type="checkbox"/> Bank Card
# _____	Exp Date:    /    /
<i>I authorise to debit my credit card as specified in my application</i>	
Cardholder's Signature:	Date:    /    /

By signing this form, I certify that I have read, understand and agree to this Publishing Agreement, including, without limitation, the attached Terms of Publishing.

Signature: \_\_\_\_\_ Date:    /    /

Name and office of the signatory:

Please sign and return by fax 02 9836 3287 or email to [bizinet@bizinet.com.au](mailto:bizinet@bizinet.com.au)

## Terms of Publishing

It is agreed

### 1. Agreement

1.1. The Publishing Agreement consists of the Order Form and these Terms of Publishing. By signing and returning the Order Form to BIZINET or accepting the Order Form online, the Customer accepts this Agreement.

1.2. The Customer agrees that BIZINET can vary these Terms of Publishing at any time at its absolute discretion by giving the Customer a written notice. A variation notified by BIZINET to the Customer will take effect immediately for all future Material published by BIZINET under this Agreement.

### 2. Interpretation

2.1. In this Agreement, unless otherwise indicated by the context:

(a) Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney;

(b) Material means an advertisement or an article contribution or both which the Customer orders to be published in a Publication; and

(c) Publication means any of the print publications or website owned or controlled by BIZINET.

2.2. In this Agreement, unless otherwise indicated by the context:

(a) words importing the singular include the plural and vice versa;

(b) headings are for convenience only and do not affect interpretation of this Agreement;

(c) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement;

(d) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(e) an expression importing a natural person includes a body corporate, partnership, joint venture, association or other legal entity;

(f) a reference to a statute, statutory provision or regulation includes all amendments, consolidations or replacements thereof;

(g) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;

(h) a covenant or agreement on the part of or for the benefit of two or more persons binds or benefits them jointly and severally; and

(i) a reference to a body, whether statutory or not:

(i) which ceases to exist; or

(ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### 3. Customer's Material

3.1. The Customer must provide the Material to BIZINET before the relevant closing date/deadline specified on [www.bizinet.com.au](http://www.bizinet.com.au).

3.2. Failure by the Customer to supply the Material as required under clause 3.1 will not release the Customer from any of its obligations under this Agreement. The Customer acknowledges that it will be responsible to pay in full even if the Material is not published as per Order Form due to delays in supply of the Material.

3.3. The Material must be sent to BIZINET by email to [bizinet@bizinet.com.au](mailto:bizinet@bizinet.com.au) – in pdf format.

3.4. The Material must comply with the relevant Artwork Requirements and Guidelines for Editorial available at [www.bizinet.com.au](http://www.bizinet.com.au)

3.5. The client warrants that the Material it supplies to BIZINET under this Agreement:

(a) is not in any way misleading or deceptive;

(b) will not cause BIZINET to be in breach of any law;

(c) does not infringe any law or any third party's rights; and

(d) is not defamatory or offensive.

3.6. The Customer also warrants that:

(a) It has the right to use and publish the Material;

(b) the Material does not infringe any person's intellectual property rights or moral rights; and

(c) the Customer has the right to represent the person, product or service mentioned in the advertising.

3.7. The Customer agrees that BIZINET will not be liable for any damage to or loss of the Material.

3.8. If the Material as supplied by the Customer does not comply with BIZINET's requirements or, in BIZINET's opinion, is not suitable for publishing, BIZINET may alter the Material and adjust it to make it suitable for publishing. The Customer agrees that it will be liable to pay BIZINET for all the works BIZINET has done to make the Material suitable for publishing at the rate of \$100 per hour for each person involved in the works.

3.9. BIZINET may in its sole discretion refuse to publish any Material that the Customer provides.

4. No representation by BIZINET about outcome

4.1. The Customer acknowledges that BIZINET did not make any representations, promises and did not provide any guarantee about the outcome of publishing the Material in the Publication.

5. Payment

5.1. BIZINET will send the Customer a tax invoice on or about the publication date.

5.2. The Customer must pay the amount specified in the invoice in full within 14 Business Days of the date of the invoice.

5.3. The Customer will pay to BIZINET interest on any moneys due but unpaid for 14 Business Days. Interest will be calculated at the rate of 6% as at the dates on which such moneys fall due. Interest will be calculated from the date 14 Business Days after the date on which such moneys are due to the date on which such moneys are received by BIZINET.

5.4. If the Customer fails to pay the amount specified in the invoice within 14 Business Days, BIZINET may remove all future Material from its Publications and the Customer agrees that BIZINET may recover the outstanding amount specified in the invoice together with 6% interest and all costs (including legal costs), charges and expenses incurred in recovering the outstanding amount from the Customer.

5.5. The Customer agrees that if the payment is made by credit card, BIZINET may charge the Customer surcharge for such payments. Such surcharge will be determined by BIZINET in its absolute discretion, but will not exceed 5% of the amount paid by the Customer to BIZINET.

5.6. By entering into this Agreement, the Customer authorises BIZINET to carry out any credit checks on the Customer with third parties as BIZINET sees fit.

### 6. Cancellations

6.1. If the Customer wishes to cancel publishing of the Material or any part of it under this Agreement, the Customer must give BIZINET a notice to cancel in writing. In its absolute discretion, BIZINET may refuse the cancellation.

6.2. In case of a cancellation, the Customer must pay to BIZINET all expenses BIZINET has incurred in relation to this Agreement (including all expenses in having the Material prepared for publication) and the cancellation fee specified in the Order Form (Cancellation Fee). The Customer agrees that the Cancellation Fee is a genuine and reasonable pre-estimate of BIZINET's loss in case of a cancellation.

### 7. Liability

7.1. The Customer acknowledges and agrees that typographical or printing errors or failure to publish the Material in the required issue of the Publication does not invalidate or cancel the Agreement; and

7.2. Notwithstanding anything else in this Agreement, BIZINET's liability to the Customer under this Agreement will be limited to a maximum of the amount the Customer has paid to BIZINET for the publication of the Material under this Agreement.

### 8. Indemnity

8.1. The Customer indemnifies BIZINET against all suits, claims and demands made against and all loss or damage suffered by BIZINET arising from or in connection with any:

(a) breach by the Customer of this Agreement;

(b) negligent act or omission of the Customer; or

(c) claim by any third party in relation to the Material or its content.

9. Publication of the Material in other sources

9.1. If the Customer at any time publishes the Material in any publication not controlled or owned by BIZINET, the Customer will:

(a) in case the Material is an article contribution – provide an acknowledgment that the article was or is to be published in the Publication. Such acknowledgement must contain a reference to BIZINET and clearly identify the issue of the Publication; and

(b) in case the Material is an advertisement and BIZINET assisted in designing or designed the Material – provide an acknowledgment of BIZINET's contribution to the design. Such acknowledgement must include a reference to BIZINET Magazines.

10. Force Majeure

Neither party will be liable to the other party under this Agreement in case of any delay or non-performance due to wars, terrorism, strikes, walk outs, act of God or any other cause beyond reasonable control of the parties.

11. Notices

11.1. A notice or other communication required or permitted to be given by one party to another must be in writing and:

(a) delivered personally;

(b) sent by pre-paid mail to the address of the addressee specified in this Agreement; or

(c) sent by facsimile transmission to the facsimile number of the addressee with acknowledgment of receipt from the facsimile machine of the addressee.

11.2. A notice or other communication is taken to have been given (unless otherwise proved):

(a) if mailed, on the second Business Day after posting; or

(b) if sent by facsimile before 4 pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt.

11.3. A party may change its address for service by giving notice of that change in writing to the other parties.

12. Waiver or variation

12.1. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

12.2. The exercise of a power or right does not preclude:

(a) its future exercise; or

(b) the exercise of any other power or right.

12.3. The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

13. Governing law and jurisdiction

13.1. This Agreement is governed by the laws of New South Wales.

13.2. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

14. Further assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

15. Counterparts

This Agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Agreement will be the date on which it is executed by the last party.

16. Whole agreement

In relation to the subject matter of this Agreement:

(a) this Agreement is the whole agreement between the parties; and

(b) this Agreement supersedes all oral and written communications by or on behalf of any of the parties.

17. No reliance on warranties and representations

In entering into this Agreement, each party:

(a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any person; and

(b) has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

This clause does not apply to warranties and representations that this Agreement expressly sets out.

18. Severance

If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

19. No merger

Nothing in this Agreement merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.