

Real Estate Publications Australasia Pty Limited ABN 21 521 369 903

Terms & Conditions for Advertisers August 2009

Credit and Accounts

1. REPA may offer credit facilities to Customers upon application. Application does not guarantee credit and no credit will be provided until the application is approved by REPA.
2. Where credit is not extended to customers, all advertising must be pre-paid prior to a booking being accepted by REPA.
3. Payment of credit accounts must be made in full within the agreed period (30 days unless otherwise stated in writing) from invoice date.
4. Credit facilities may be suspended or withdrawn at the discretion of REPA without notice on overdue accounts and/or accounts exceeding credit facilities or deemed to be a risk.
5. Personal guarantees of Company Directors are a mandatory requirement for credit facilities.
6. REPA reserves the right to use the services of a credit reporting service and/or a mercantile agent in determining the Customer's eligibility for credit or to pursue overdue accounts.
7. All costs associated with recovering overdue accounts will be borne by the Customer. Inclusive of, but not limited to, legal fees, interest on overdue account and fees charged to REPA by any debt recovery agents.
8. Accounts may be paid via cheque, direct debit or approved credit card. Credit card fees will be charged to the Customer except where the account is paid within (7) seven days of invoice.
9. An administrative fee of \$25.00 will be applied to all dishonoured cheques.

Bookings and Advertising Agreements

1. Signed Advertising Agreements are a mandatory requirement for booking advertising in a REPA publication.
2. By signing an Advertising Agreement the Customer acknowledges that they accept REPA's terms and conditions governing advertising and payment of accounts outlined in this document.
3. By signing an Advertising Agreement the signee acknowledges that they are authorised to place orders on behalf of the customer and accept responsibility for the advertising. Any dispute over authorisation of advertising is between the signee and the Customer.
4. Bookings will not be confirmed until a signed Advertising Agreement is received by REPA.
5. Booking cancellations must be notified to REPA in writing no later than 10.00am on the day following the booking deadline.
6. Where the Customer cancels a booking after the booking deadline, the Customer will be charged for the advertising space booked.
7. Additions to bookings after the booking deadline will be accepted at the discretion of REPA and only if space is available.
8. Where there is a discrepancy between the Advertising Agreement and the material supplied (eg: a mismatch in the number of pages) the details recorded on the signed Advertising Agreement will take precedent.

Disputes and Claims

1. Advertising may be refused by REPA if, in the opinion of the publishers, it contravenes company policy.
2. REPA reserve the right to alter, abbreviate, omit or reclassify advertising where necessary and for any reason.
3. The Customer acknowledges that REPA takes no responsibility for the accuracy of information, views expressed or prices supplied by the customer and that any dispute over this information is between the customer and disputing party.
4. Any claims for errors must be made within (5) five working days of publication where after no responsibility will be accepted by REPA.
5. All claims for errors must be made in writing.
6. REPA makes no guarantee in regards to positioning of advertising in our publications.
7. The Customer has no claim against REPA in regards to positioning except where the Customer has paid a loading fee for positioning. In this case REPA's liability will not extend beyond the loading fee relating to positioning.
8. REPA cannot be held responsible to claims of lost business, damage or any other claim, perceived or otherwise, due to advertising positioning.

REPA reserves the right to alter or amend the Terms and Conditions at any time.

REPA refers to Real Estate Publications Australasia Pty Limited.

The Customer refers to any entity, individual or agent appointed by a company or business to purchase advertising from REPA.

Advertising refers to material goods or space purchased in a REPA publication for the purpose of promoting goods or services.