

#### Terms and Conditions

1. All copy & images for advertisements, editorials & front covers are subject to the approval of Spintelligent, who reserve the right to decline or cancel any advertisement/content/front cover, even if ordered & paid for without stating any reasons therefore, &/or make modifications necessary to any advertisement/content/front cover in order to maintain the publication's standards. This includes placing the word 'ADVERTISEMENT' in advertising copy that simulates the editorial format.
2. Every effort will be made to avoid errors, but no responsibility will be accepted for any mistakes that may arise in the course of publication of any advertisement. These mistakes are taken to include non-insertion, insertions other than those ordered & errors & omissions within the advertisement. Spintelligent accepts no responsibility for slight variations in colour on advertisements.
3. No responsibility will be accepted for loss or damage to copy, artwork or photographs supplied.
4. Advertisers must ensure that content of the advertisement complies with all legal requirements. The advertiser shall further indemnify Spintelligent Pty in respect of any claims, costs & expenses that may arise from anything contained within the advertiser's advertisement & published on the advertiser's behalf.
5. No guarantee is given that advertisements will be placed in any specified position on any specified page, unless the appropriate surcharge has been contracted & written agreement has been entered into.
6. It is the advertiser's responsibility to supply suitable material to Spintelligent Pty within the deadlines stated on the advertisement confirmation letter. If material is not forthcoming, Spintelligent Pty reserves the right to repeat old material, or to charge the client for the advertisement without it appearing. Advertising material must be supplied in digital format, as stipulated by Spintelligent Pty. Spintelligent Pty accepts no responsibility for advertisements that are supplied without a colour proof.
7. The advertiser agrees to pay standard production rates for any additional work required to make digital material press-ready, including converting open files, or resizing advertisements. Any alterations to material will be charged.
8. Should an advertising agency be contracted to manage direct bookings, the value of the initial booking may not be diminished
9. Cancellation: It is recorded that this Agreement, once signed by the parties, is final & binding. Therefore, in the event that the Advertiser(s) wish to cancel placement, the Advertiser(s) may request & Spintelligent Pty may grant such cancellation, subject to the following conditions:
  - Any request for cancellation must be in writing;
  - Spintelligent Pty will not be required to refund any monies paid by the Advertiser(s);
  - Any fees which are due & payable as at the date of the request for cancellation will remain due & payable;
  - If cancellation is prior to 30 days before the production date a 50% cancellation fee is applied
  - If cancellation is post 30 days to the production date a 100% cancellation fee is applied.Outside Front Covers MAY NOT be cancelled after signing, in the event of cancellation the full amount will be payable.
10. Payment terms are 30 days from date of invoice (45 days in the case of a registered advertising agency). Agencies forfeit all commissions if unpaid after 60 days from date of invoice. Interest at the maximum rate permissible by law will be levied on all overdue accounts. In the event of legal action being instituted for recovery of any amounts owing by the advertiser, the advertiser will be liable for all costs, including costs on the attorney-client scale.
11. For online campaigns (including newsletters & HTML mailers), date changes are available up to 20 days prior to the campaign date. Should the Advertiser not advise Spintelligent Pty at least 20 days prior that they are unable to meet the given deadline & want to move their campaign date; the Advertiser will be invoiced for the booking. Thereafter the Advertiser will have 30 days in which to supply Spintelligent Pty with material, & their campaign will be run subject to availability. Failing this, the Advertiser forfeits the booking, with payment still due.
12. The person entering into this agreement on behalf of the advertiser warrants that they are duly authorised to act on behalf of the advertiser, & further bind themselves as surety & co-principal debtor for the due performance by the advertiser, & the due fulfillment & compliance of the terms & conditions of this agreement, & renounce the right of exclusion & division.
13. A service charge of 6% will be added for administration fees & advertising processing charge.
14. The placing of an order or contract for insertion into the magazine, whether in writing or by verbal or telephone instruction will be deemed an acceptance of each & all of the above conditions. These terms and agreements are available on [www.spintelligent.com/terms](http://www.spintelligent.com/terms)