

Terms & conditions

General conditions

- The publishers reserve the right to refuse any advertisement considered unsuitable for inclusion in the publication.
- No responsibility will be accepted where the publication is delayed or prevented by factors beyond the control of the publisher such as printing, shipping, customs clearance and local delivery.
- When copy for a space booking – either casual or contract – fails to meet the deadline, or when a client under a contract cancels an advertisement, the publishers reserve the right to repeat the previous advertisement at full cost to the client, or to render a charge for the full space cost. The publishers are not liable to accept cancellations or alterations to the space bookings after the stated booking deadline. The publishers reserve the right to charge the client a higher cost for post-deadline bookings. Where advertising copy is communicated by telephone, no responsibility is accepted for errors.
- It is Art & Australia's policy not to accept more than five advertisements, per issue, per advertiser.
- Advertisers are not permitted to skip more than one issue per contract booking (contract 4 issues over one year) unless negotiated with A&A directly.

Positioning of advertisements

The positioning of advertisements is at the discretion of the publishers who, whilst having due regard for the client's wishes, will take into account the magazine's design requirements, technical necessities and the need to present the entire contents to the reader in a form deemed suitable and appropriate.

Approval of advertisements designed by A&A

It is the client's responsibility to advise required corrections by the date stipulated. A correct proof will otherwise be assumed. Checking of colour proofs to copy and transparency scans is effected by publishers.

Accuracy of colour reproductions

While the publishers endeavour to produce the magazine to very high technical standards there are commercial lithographic reproduction and four colour printing limitations. As such, no guarantee of precisely accurate colour reproduction is given or implied by the publishers. The risk of poor reproduction is greatly increased when non-professional or sub standard transparencies/digital scans that do not include colour bars and gray scales are supplied and no professionally produced pre press proof is provided. It is the client's responsibility to satisfy their artists requirements of accuracy. Similarly this applies to reproductions from sub-standard digital scans supplied on disk. When in doubt, please seek our advice on such matters.

Proofs

Proofs supplied by the client remain the property of the client and will be returned following printing upon request. Whilst the image supplied by the client is the property of the client, the final proofs are the property of the publisher. Duplicate proofs may be supplied to the client at an agreed cost if and when required.

Artwork

The client has the option to supply complete artwork for reproduction or to use the publisher's services to produce artwork for the client. When materials supplied by the client are considered by the publishers to be unsatisfactory for good reproduction, the client will be required to re supply. Whilst not the responsibility of the publisher, the publisher reserves the right to correct or remake the artwork. An initial design fee of \$300 will apply and further design changes to print ready artwork will incur a surcharge of \$125 per change.

Both LH and RH artwork must be supplied.

Payment terms

All approved advertising accounts are strictly 60 days net.

Indemnity and warranty

The advertiser agrees to indemnify and keep indemnified *Art & Australia* in respect of all liabilities, losses, damages, costs or expenses whatsoever in relation to any claim, demand, action, suit or proceeding whatsoever brought by any third party arising out of, or in connection with, any material published by *Art & Australia* on behalf of the advertiser. The advertiser warrants to *Art & Australia* that all advertising material and information submitted or to be submitted by or on behalf of the advertiser is such that its publication will not infringe the provision of any law or statute and will not give rise to any claim or right of action whatsoever against *Art & Australia* whether at common law or under statute.

Signed: _____

Date: _____

Position: _____

Advertising Bookings & Enquires:

Karen Brown, Advertising, Marketing and Trade Manager

Tel: (02) 8353 1208

Fax (61 2) 9331 4577

Email: karen.brown@artandaustralia.com.au