

Advertising Terms and Conditions

The following terms and conditions apply for companies or entities seeking to advertise on The Big Smoke (www.the-bigs smoke.com.au) also known here forth as TBS. Variations may occur between the terms and conditions and the agreement between the Belleford Group and the Advertiser. Any variation will be made transparent to both parties and agreed upon in writing prior to campaign commencing. The advertiser acknowledges that they have read, understand and agree to all the terms and conditions that are outlined in the Advertising outlines for Belleford Group, with payment indicating acceptance of agreement.

General TBS Advertising Conditions

1. The Belleford Group reserves the right to reject or cancel an advertising agreement regardless of whether or not previous versions have been displayed, transmitted or published on TBS or any other medium governed by the Belleford Group for any reason. In the event that this should occur, the advertiser will only pay at the initial rate agreed up until the time the advertisement was removed and the advertiser will receive in writing the reason for cancelling or rejecting an agreement. Should the advertiser breach conditions of the terms and conditions of this arrangement, the Belleford Group may cancel the remaining period of advertising schedule but with full payment still required.
2. The advertiser releases TBS and Belleford Group of any liability in relation to any failure of telecommunications systems or services including hosting issues which may affect the display of the advertisement or the publication of a campaign. If a failure occurs for a long period of time, the Belleford Group may extend the advertising agreement to compensate for the loss of period as a gesture of good will, but this should not be taken as any admission of liability.
3. TBS and Belleford Group make no warranty in relation to the number of visitors to its websites or the number of impressions accrued on the TBS site except for any made expressly in writing by Belleford Group prior to campaign period start-up and no liability will be accepted by Belleford Group on the number of visitors to advertiser's site during a campaign period.
4. The logo image and text provided by the advertiser may be used by TBS as per the advertising agreement and is the trademarked property of the advertiser with TBS receiving permission to use on the site for the duration of campaign.
5. Belleford Group's liability in any omissions or errors in advertisements are limited to the credit of the amount paid for the period of error, and should be notified immediately by advertiser to rectify. If the advertiser approved the advertisement no liability will be placed on Belleford, TBS, or any of its subsidiaries or employees. The Belleford group cannot be made liable for any direct or indirect damages whatsoever associated with an omission or error in advertisements when all information is provided by the advertiser.
6. Advertisers can only use the advertising space purchased for the agreed advertisement at the time of agreement and may not provide the space for any other advertiser or agency unless agreed in writing by the Belleford Group.
7. The advertising monthly placement rates may vary and Belleford Group can supply current rates as requested, as well as negotiate campaign and sponsorship agreements, which is at the discretion of the Belleford Group and the advertiser, subject to negotiation.
8. The Belleford Group makes no guarantee or representation of the quantity or quality of site visits unless agreed in writing. The Belleford Group will bill the advertiser based on a monthly placement cost as per the initial agreement.
9. Any advertisement agreement cannot be cancelled less than 5 days from time advertising Campaign is due to go live. If cancellation occurs, full payment for campaign is required.

10. The advertiser agrees that advertisements and supplied links do NOT cause malware, viruses or any malicious social engineering and will not conduct any fraudulent or automated activity, impressions or clicks on TBS and associated Belle-ford owned sites.

The Belleford Group Pty Ltd

V03 March 2018

ABN: 72 162 451 621

11. Advertiser understands that Belleford may collect data on audience and demographic which will only be used to provide better quality data.

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12. The advertiser understands that by having an agreement with Belleford Group, privacy and non-disclosure applies to the agreement signed and is bound by confidentiality by both parties unless in response to a valid order by a court of government body, or written agreement by both parties.

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13. The Belleford Group has no liability as a result from intentional or unintentional misconduct by the advertiser or agency acting on its behalf whatsoever including but not limited to loss of information, interruption of business or profit loss.

14. The Belleford Group aims to work in conjunction with advertiser to resolve any issues regarding delivery or data access in good faith.

15. The Belleford group will use all reasonable efforts to provide advertiser with any data that may change TBS's demo - graphic or material. The advertiser has the option to cancel agreement within a 5 day period should such changes affect advertising campaign significantly before advertisement goes live.

16. Invoices from Belleford Group must be paid as set forth on initial agreement unless agreed in writing by both parties and is due prior to advertisement going live.

17. Belleford Group will provide performance data of the advertisers content during the period of campaign at the end of agreed period.

18. The Belleford Group reserves the right to reject an advertising campaign, or image should it conflict with the aesthetics of the Big Smoke, or provide an image Belleford does not want to be associated with. Should this occur, Belleford Group will provide in writing reason for rejecting advertisement.

19. No refund or part refund is applicable once advertising campaign has gone live, unless Belleford Group has not complied with advertising agreement and proof of non-compliance is supplied. Cancellation of any advertisement or campaign must be received in writing no later than 14 days prior to the commencement of a campaign in order to receive a 100% refund. Any cancellations made after this time will be subject to a minimum cancellation fee of 100% of the total cost of the entire campaign. Campaigns cancelled at the request of the Advertiser after the campaign has commenced will not be entitled to a refund of any unused portion of the campaign.

20. The Belleford Group has the right to terminate an advertising campaign during the campaign period should the material breach obligations, compliance or should the material no longer be deemed appropriate for TBS readers. In this case, written advice will be provided to advertiser and payment will only be required for the period during which the advertisement was live.

21. Should images or links supplied by advertiser be damaged or not compliant with Belleford's ad specifications, Belleford will use all reasonable efforts to notify advertiser within 24 hours of receiving notice or materials.

22. If advertising agreement date is reached, but creative material is not received by date of campaign commencement, advertiser will still be charged from date of agreed commencement and time frame will still apply.

24. Advertiser will indemnify and hold harmless Belleford Group and TBS and all associated subsidiaries, representatives and entities should any loss result from any claims brought by a third party.

25. These terms and conditions are binding on Belleford and Advertiser once agreement is in place.

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