

This is an agreement to place advertising material in **ZA DIFFERENCE (ZAD)** entered into between Success Rate Development 60 (Association Incorporated Under Section 21)t/a **ZA Difference** ("the Publisher") of the above address, and the Advertiser and / or its Agent, as follows:

A. Advertiser's details

Company name:

Type of entity (tick applicable):

Reg no: VAT no:

Contact person:

Designation:

Postal address:

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Physical address:

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Telephone: Fax:

E-mail:

Invoice (tick applicable): Advertiser Agency

B. Agency's details

Agency name:

Branch: Type of entity (tick applicable):

Reg no: VAT no:

Contact person:

Designation:

Postal address:

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Physical address:

.....

Telephone: Fax:

E-mail:

Client order no:

No of insertions	Size* (+ dimension for loose inserts)	Description: advert / advertorial / listing / loose insert	Position (paid for, i.e. I.F. or request to Ed.)	Advertised price per insertion	Total for all insertions excl. VAT
Do you require creative services, e.g. design, photography, copywriting or production? YES <input type="checkbox"/> NO <input type="checkbox"/>				Less Discounts applicable	
This will be quoted separately and billed on completion of work.				Sub-total	
* If a listing or advertorial, indicate the column width (size 1, 2 or 3) and number of columns booked. Depth determined by amount of text to be set. Final invoice amount to be confirmed on submission of material. Listings set at 8pt. Advertorials done in publication style.				Less Agency commission	
Creative on listings and advertorials is free.				+14% VAT	
				Total Contract Value Incl. VAT	

Stipulate discounts:

1st Insertion: Subsequent placements:

I confirm that I am duly authorized to enter into this agreement on behalf of the Advertiser and / or Agent for the booking of advertising space, and that I have read, understand and agree to the terms and conditions overleaf. I agree, without limitation or qualification, that my organisation is the Client that will be bound by and will comply with, these terms and conditions. I understand that **all new clients are required to complete a credit application** and that placement is subject to approval of this application.

Date:

Signature for Client: Full name:

Designation:

Signature for ZAD: Full name:

Payment Option: Monthly on invoice Credit Card / Debit Order (form will be supplied with Credit Application Form)

Card holder name: Account number:

Expiry date: Last 3 digits on reverse of card: Debit date:

TERMS & CONDITIONS

1. Liability

- The Client is liable for the payment of invoices (including the payment of taxes) resulting from this agreement.
- If the Client is an Agent or Agency, it is liable for ensuring that it has a legally binding mandate from its Client (the Advertiser) to enter into this agreement. A copy of this mandate must be submitted to the Publisher along with the credit application.
- Should the Advertiser fail to pay the Agency, the Agency — as the Publisher's Client — still remains liable for payment of the full amount due.

2. Granting of an account facility

- All new clients are subject to an approved credit application.
- The Client will be obliged to sign a debit order in the case of a rejected credit application.

3. Acceptance

- The Publisher reserves the right to reject or cancel any advertisement, space reservation or position commitment, at any time.
- The Publisher reserves the right to ensure that all advertising placed in the pages of ZA Difference conform to a high standard, both in terms of content and in terms of appearance. The Client will be notified and required to rectify non-compliant material within 24 hours, after which creative or production costs resulting from having to bring the material up to standard will be quoted and will be for the Client's account. Non-compliant material may result in a particular insertion being cancelled and the contract being extended by one month.
- Except as otherwise expressly provided in this contract, positioning of advertisements in ZA Difference is at the sole discretion of the editor.

4. Provision of advertising material

- The Client will provide all materials for the advertisement/s, advertorials, listings or inserts in accordance with ZA Difference's policies and technical specifications in effect at the time, including without limitation the deadlines prior to publication of the advertisement/s. Ask for or see published calendar and deadlines at www.zadifference.co.za
- If the Client does not submit acceptable and technically accurate advertising material in time for insertion, as stipulated in this agreement, the Client will forfeit the space, yet remain 100% liable for payment.
- Should the Client require the creation of the advertising, i.e. writing, photography, design, this will be discussed and quoted separately. The Client is responsible for providing all information — visual and text — for advertorials or listings to be set by the Publisher.
- Any changes relating to the advertising space booked or the actual content or material of the ad must be made in writing to advertising@zadifference.co.za and to production@zadifference.co.za prior to the Publisher's deadline.

5. Variations:

- Although every effort is made to ensure that the colour of each advertisement is matched as closely as possible, an exact colour match from issue to issue is not possible in a CMYK print process. ZA Difference cannot accept responsibility for reasonable variations in colour.

6. Postponement, cancellation and termination

- In the event that the Client should postpone one placement date, the Client will be 100% liable for payment in accordance with this agreement, unless the Client:
 - Provides written notice by email to advertising@zadifference.co.za and telephonically or personally to the Editor, at least seven days prior to the due date of the material, and
 - Agrees to extend the contract period by a placement equivalent to the postponement.
- In the event that the Client cannot honour this agreement, the Client agrees to:
 - Provide written notice by email to advertising@zadifference.co.za and by registered post, at least one calendar month before the advertisement is due for publication, and
 - Pay a cancellation fee of 25% of the value of the advertising being cancelled.
- In the event that the Client fails to provide such notice and pay such cancellation fee, the Client shall remain liable for any amount due under this agreement for advertisement and such obligation to pay shall survive any termination of this agreement.

7. Limitation of liability

- In the event that ZA Difference fails to publish an advertisement in accordance with the schedule provided in this contract, the sole liability of the Publisher and exclusive remedy of the Client shall be limited to placement of an advertisement at a later time in a comparable position.
- In no event shall the Publisher be liable for any act or omission, or any event directly or indirectly resulting from any act or omission; or any consequential, special, lost profits, indirect or other damages, whether based in contract, delict or otherwise, even if the Publisher has been advised of the possibility of such damages and notwithstanding any failure of essential purpose of any limited remedy.
- The Publisher's aggregate liability under this agreement for any claim is limited to the amount received by the Publisher from the Client for the advertising order giving rise to the claim.
- Without limiting the foregoing, the Publisher shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown, or any other condition affecting production or delivery in any manner beyond the control of the Publisher.
- The Client acknowledges that the Publisher has entered into this Agreement in good faith, but in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the agreement between the parties.

8. Indemnification

- Advertiser and Agent represents and warrants to the Publisher, that the use, reproduction, distribution, transmission or display of the advertisement, or any products or services made available to users through the advertisement will not violate any laws or any rights of any third parties.
- Advertiser and Agent agree to indemnify, defend and hold the Publisher and any third parties (i.e. printer, distributor) immune from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to
 - breach of any of the foregoing representations and warranties, or
 - any third-party claim arising from use of or access to the advertisement under this agreement.

9. Rates

- Rates are subject to change without notice, but contract rates are locked in for the duration of the contract.

10. Payment terms

- Invoices are issued within 24 hours of publication.
- Payment is due on presentation of invoices unless otherwise agreed to in writing.
- 30 day terms are offered for non-accredited agencies and 45 days for accredited agencies — subject to approval of a credit application.
- Agency discounts / commissions are forfeited if payment is not received within the specified time period.
- Interest of 2.5% per month will be levied on all overdue accounts, without recourse.
- In the event of failure by the Client to make timely payment, further advertising in ZA Difference will be suspended until payment is received.
- The Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by ZA Difference in collecting outstanding payments.

11. Disputes:

- Any dispute hereunder will be negotiated in good faith between the parties as a matter of urgency within as quick a period as possible, following written notice from one party to the other, failing which:
 - The parties will attempt to resolve the dispute by mediation as a matter of urgency within as quick a period as possible, failing which;
 - They will refer the matter to arbitration in terms of the rules of the South African Arbitration Foundation.
- Any notices under this Agreement shall be sent to the postal, physical and email addresses supplied and shall be deemed given within 7 working days.

12. Confidentiality:

- The Publisher and its representatives shall maintain in strict confidence the booking and content of any advertising prior to publication.

13. Commencement and duration:

- This agreement comes into force when signed by two parties and is applicable from the month and issue number of the first insertion, continuing through the issue date(s) and number(s) of subsequent placements booked.

Client initial: