



ADVERTISING ORDER CONFIRMATION



Hardie Grant Media Pty Ltd ABN 15 080 486 746
Ground Floor, Building 1
658 Church Street, Richmond Victoria 3121 Australia
Telephone 61 3 8520 6444 Facsimile 61 3 8520 6422

Order Date: - 22 July, 2015

Client: Hope Cottage Country Retreat - Contact: Susan Goddard Phone: 07 46613393 Fax:	Agency: Contact: Phone: Fax:	Additional Information:
Invoice to: Hope Cottage Country Retreat - Contact: Susan Goddard Division:	Address: 24 Serisier Road LESLIE VIA WARWICK Qld 4370 Email: retreat@assmanshausenwinery.com.au	

Start Date	End Date	Ad Size	Placement	Directory Category	Loading	Ad Cost	Production Charge	Agency Comm	GST	Sub-Total
Sat 15 Aug, 15	Wed 14 Oct, 15	Family Friendly				\$250.00		\$0.00	\$25.00	\$275.00

TOTALS

Amounts Payable:
Payment is due 7 days from invoice date

\$250.00

\$0.00

\$25.00

\$275.00

Advertiser Acceptance

Payment Type

Card Number

Cardholder Name

Card Expiry Date

**Signed on behalf of: Hope Cottage Country
Retreat - Assmanshausen Winery**

Print Name:

Signature:

Date:

Rep Name: Debra Woffenden

Signature: _____

Date: 22 July, 2015

HARDIE GRANT MEDIA TERMS AND CONDITIONS FOR ADVERTISING

1. TERMS

1.1 In these conditions 'Publisher' means Hardie Grant Media ABN 17 080 486 755 and 'Advertiser' means the Client booking a 12 month listing on the website www.beautifulaccommodation.com (the "Website"). Advertising Agents shall be deemed to be acting as principals for all purposes connected herewith and shall be solely responsible for payment for all advertising space booked. 'Rate Card' means the Publisher's scale of charges for advertisements and listings.

2. APPLICATION

2.1 The Advertiser will receive one full page on the "website"
2.2 The issue of Rate Card does not constitute an offer by the Publisher to contract. The exchange of Advertiser's order and Publisher's acceptance subject to these conditions at the Publisher's current scale of charges forms the entire contract between the Publisher and the Advertiser.
2.2 Acceptance of all orders for publication is subject to these conditions and no variation of addition thereto shall be effective unless specifically agreed to in writing by the Publisher. In the event of any inconsistency between these conditions and any conditions of the Advertiser which may be accepted by the Publisher, these conditions shall prevail.

3. RATES

3.1 Advertisement rates are subject to revision at any time and orders are accepted on condition that the price binds the Publisher only in respect of the current order being placed. In event of a rate increase, the Advertiser will have the option to cancel the order affected without surcharge or continue the order at the revised advertisement rates.
3.2 Charges will be made to the Advertiser where reproduction work is involved. The Publisher will notify the Advertiser of such charges in writing.

4. ACTS OF PUBLISHER

4.1 All orders are accepted subject to approval of copy by the Publisher.
4.2 The Publisher reserves the right in its absolute discretion to omit or refuse entry onto the "website" to any operator for any reason whatsoever and shall be under no liability to the Advertiser for so doing, provided that, and notwithstanding clause 4.3. In the event of such refusal, any monies paid by the Operator to the Publisher will be refunded in full.
4.3 In the event the "website" is no longer published any monies owing will be refunded pro rata for any full months left on the agreement.

5. ADVERTISING MATERIAL

5.1 The publisher accepts it is their duty to create a review based on a set of publisher approved photos and a fully completed questionnaire to be sent from the advertiser.
5.2 The advertiser can request photographic services for an additional fee to be agreed at the time of the booking. The photographer will be appointed by the Publisher to take photos of the advertiser's property. The photos taken by the photographer at the time of the visit will be the ones used on the "Website".
5.3 The photo shoot by the Publisher's photographer of the advertiser's property will be a limited photo shoot; that is, structured to take photos for use on the "Website" only.
5.4 Copyright in all images taken by the Publisher's appointed photographer rests with the Publisher. The Publisher may allow the photographer to sell those images for use in any form of medium, including, but not limited to advertisements, editorial coverage, general marketing and promotion. The Publisher reserves the right to sell or allow to be used, any such images for use in any form of medium, including, but not limited to advertisements, editorial coverage, general marketing and promotion. The

Publisher hereby reserves the right to restrict the use of any such photographs which may be purchased by the advertiser to specified mediums.

5.5. Notwithstanding clause 5.4 above, the advertiser may supply images for consideration for inclusion on the "Website". However, the final decision on which images to use remains with the Publisher. By supplying any such images, the advertiser hereby warrants that the images are copyright free and that reproduction on the Website and in the Book is a permitted use. The publisher reserves the right to use any images supplied for advertisements, editorial coverage, general marketing and promotion, via any medium, unless notified in writing of copyright restrictions. Any such images shall be supplied via email or copied onto a CD/DVD and posted to the Publisher. The Publisher will not accept any original films, transparencies or other artwork. Any material supplied to the Publisher will not be returned to the advertiser.

5.6 The artwork, including the text, images and 'look and feel' of the design for all reviews, shall be prepared by the Publisher and copyright in that artwork rests with the Publisher. The artwork may not be reproduced in part or whole by the Operator or any other party without the written consent of the Publisher.

5.7 If used, accreditation and AAA Tourism Star ratings will be verified and are required to be approved by the governing body. In case of any dispute, the final decision rests with the governing body and the advertiser will accept its decision.

5.8 It is the responsibility of the advertiser to respond to proofs promptly. All proofs will be issued via email only.

5.9 Information included by the Publisher about the advertiser's property is based on information provided by the advertiser to the Publisher and its representatives and is also based on the visit by the Publisher's representative to the advertiser's property. It remains the responsibility of the advertiser to ensure total accuracy of information contained in the property review and accept liability for any false claims.

6. PAYMENT

6.1 Payment is due 14 days from date of invoice. The Advertiser shall pay all collection costs, legal fees and expenses incurred by Hardie Grant Media Pty Ltd in connection with a default by the advertiser.
6.2 Any deposit paid by the advertiser will not be refunded in any circumstances whatsoever except as outlined in clause 4.3 above.

7. CANCELLATION/APPROVAL OF ADVERTISEMENT

7.1 All cancellations must be in writing and sent to the Publisher. The Publisher will not accept a cancellation of any advertisement after photography requested or after cancellation deadline date.
7.2 Any cancellations received after cancellation deadline date or failure to supply artwork on time shall result in the Advertiser being liable for the full amount of the contract price, notwithstanding the fact that no advertisement has or will appear in the publication or that a house advertisement appears.
7.3 Bookings accepted after cancellation deadline date shall not be cancelable.

8. INDEMNITY

8.1 The Publisher shall not be liable for any loss or damage consequential upon or otherwise occasioned by error, late publication, non-publication, or the failure of an advertisement to appear from any cause whatsoever.
8.2 The Advertiser warrants that the advertisement does not contravene any Act of Parliament nor is it in any other way illegal or defamatory or an infringement of any other party's rights. The Advertiser will indemnify the Publisher fully in respect of any claim made against the Publisher arising from the advertisement