

Macarthur Gig Guide Advertising Terms

Terms & Conditions

1. Definitions:

- a) "Advertisement" means the display of the advertising products or services in the banner section of the Macarthur Gig Guide website www.macarthurgig-guide.com.au or the postings on the Macarthur Gig Guide and Social Media sites.
 - b) "MGG" means Macarthur Gig Guide.
 - c) "MWS" means Macarthur Web Services. MWS is operated by Macarthur Entertainment.
 - d) "Advertiser" refers to the applicant.
 - e) "Agreement" means the document "Macarthur Gig Guide Advertising Agreement" accompanying these terms and conditions.
 - f) "Initial Period" means the period of time for which the parties first enter into the Agreement
 - g) "Banner Ad" means the image which will be placed on the banner section of the Macarthur Gig Guide website. Characteristics will be provided by MWS.
 - h) "Event Post" means the Advertisement posted on the Macarthur Gig Guide website or Social Media site.
 - i) "Your Website Link Address" refers to the URL of the destination website that results when someone click on the Banner Ad.
2. The Advertiser agrees to pay all charges (in accordance with the price listed on the accompanying document Macarthur Gig Guide Advertising Agreement) to MWS prior to the time the advertisement start date.
 3. The parties agree that the Initial Period of this Agreement shall be for a minimum of 1 month.
 4. All payments to be made by the Advertiser to MWS must be made within 7 days of the date of the tax invoice issued by MWS and paid prior to commencement of the advertising period. Should MWS not receive payment with 7 days of the tax invoice date, the Advertiser agrees to reimburse MWS for any enforcement expenses incurred by MWS in obtaining payment.
 5. No Advertiser shall receive any preferential position in the Banner Ad or Event Post.
 6. No Advertiser shall receive any monopoly or exclusive rights in relation to the Banner Ad or Event Post advertising.
 7. The Advertiser agrees to supply a copy of the banner image with the correct dimensions specified, to MWS at the time of signing this Agreement or engage MWS to complete the design for the Advertiser should they wish to employ the services of the graphic designer contracted by MWS at least 14 days prior to commencement of advertising period and all payments settled. The Advertiser may CHANGE THE CONTENT of the Banner Ad or Event Post any time during the duration of the web banner or Event Post advertising period, however posting of any changes may require additional time and is at the discretion of MWS.
 8. The advertisement may not contain any elements of misleading or false advertising.
 9. MWS reserves the right to review any Advertisement before publication and reserves the right to withhold, withdraw or refuse to display any Advertisement for any reason whatsoever, either before publication or after publication.
 10. The Advertiser agrees to indemnify MWS against all claims in respect of any alleged infringement of copyright, trademark or design or in respect of any passing off or slander or title arising in consequence to the display of the Advertiser's Advertisement in pursuance of the Agreement.

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11. The Advertiser agrees to indemnify MWS in respect of any claim or demand made or action commenced by any person against MWS or for which MWS is liable in connection with any loss or damage suffered in connection with the Advertisement or the subject matter of this Agreement, including but not limited to any legal costs as between solicitor and client incurred by MWS or for which MWS is liable.
12. If for any reason MWS or the website containing the banner or Event Post ceases to operate, then:
 - a) The Advertiser shall have no right of action against MWS regarding the cessation of operation of the website containing the banner; and
 - b) The Advertiser shall not be released from any liability or right of action which at the time of cessation has already accrued to MWS.
13. Termination of this Agreement will not release either party from any liability or right of action which at the time of expiry or termination has already accrued to either party or which may thereafter accrue in respect of any act or omission prior to such expiry or termination. Such rights may include but not be limited to the recovery of any money due.
14. MWS will not be liable nor deemed to be liable to the Advertiser for failure or delay in meeting any obligation due to strikes and/or lockouts (whether of their own employees or those of others) Acts of God, war, fire, flood, embargo, litigation, acts of government or any agency instrumentality or any political subdivision thereof, technical difficulties or any other cause beyond the control of MWS. In any such event, and if possible, the time for performance of the obligations under this Agreement will be extended by the same period or periods (as the case may be) for which performance is delayed.
15. A notice or other communication required or permitted to be given by one party to another must be in writing and:
 - delivered personally; or
 - sent by pre-paid mail to the address of the addressee specified in this Agreement; or
 - sent by email to the email address of the addressee with acknowledgment of receipt of the addressee.
16. A notice or other communication is taken to have been given (unless otherwise proved):
 - if mailed, on the second Business Day after posting; or
 - if sent by email on the same Business Day at the place of receipt,
17. A party may change its address for service by giving notice of that change in writing to the other parties.
18. The variation or waiver of a provision of this Agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.
19. If any clause or part of a clause of this Agreement is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause will firstly, be read down to give it efficacy and, if that is not possible then, secondly, will be deemed to be severed from this Agreement and be of no force and effect but all other clauses and parts of clauses of this Agreement will nevertheless prevail and remain in full force and effect and be valid and fully enforceable.