

Every advertiser who lodges an advertisement (Advertiser) on any publications of the Italian Chamber of Commerce & Industry in Australia – Perth (Publisher) agrees to the following conditions.

A. Advertising Conditions

1. Publisher may at its absolute discretion refuse to publish any advertisement without giving any reason. In case of refusal, no charge to Advertiser shall be incurred.
2. Publisher may, under pressure of deadline and without prior consultation or notice to Advertiser, amend any advertisement in any terms whatsoever, if Publisher perceives the publication of the advertisement would be in breach of any relevant law, in breach of any pre-existing agreement of Publisher, in breach of any person's rights or offensive. Should Publisher so amend the advertisement, the agreed price shall not be reduced.
3. The positioning or placement of an advertisement is at the discretion of Publisher except where expressly agreed in writing by Publisher.
4. Publisher is not liable to Advertiser for any loss of any nature arising from (a) the total failure of Publisher to publish an advertisement; or (b) the failure of Publisher to publish an advertisement in the form prescribed. This applies regardless of the cause of Publisher's failure, including if Publisher was negligent or acted as permitted under these terms and conditions. In the case of (a), the Advertiser will not have to pay any amount to Publisher under the insertion order. In the case of (b), the amount payable under the insertion order may be reduced according to circumstances.
5. Publisher will not be liable for any costs, expenses, losses or damages suffered or incurred by an Advertiser arising from Publisher's failure to publish an advertisement in accordance with the Advertiser's request.
6. Publisher has the right to amend these terms and conditions at any time.
7. Publisher has no liability and Advertiser indemnifies Publisher in relation to any failure of telecommunications services or systems which affect the receipt by Publisher of an advertisement.
8. Publisher makes no representation or warranty in relation to the number of visitors to its websites.

B. Creative Conditions

1. Artworks to be published on the Publisher's magazine must be received no later than the date included in the agreement.
2. Logos to be published on the Publisher's e-newsletter or website must be received no later than the date included in the agreement.
3. If creative is received after the relevant date, the publication on the Publisher's e-newsletter or website may be postponed to the following month.
4. It is the Advertiser's responsibility to arrange and manage re-directs with third party agencies.
5. All click-through URL's must enable the browser's back feature to allow users to return to Publisher's website.

C. Credit and GST

1. All rates and charges contained in this document are quoted inclusive of GST. Publisher will issue a valid tax invoice in relation to any supply of goods or services which is subject to GST.
2. Publisher will charge GST on supplies made on or after 1st July 2000 in accordance with the Tax System (Goods and Services Tax) Act 1999 ("ANTS") and part VB of the Trade Practices Act 1974. The customer agrees to pay any GST liability and an amount thereof shall be added to invoices raised against the customer. Publisher will modify its current invoices to ensure they will satisfy the Governments requirements in relation to Tax Invoices where appropriate. Publisher has obtained an Australian Business Number and is registered for GST.

D. Other provisions

1. Cancellation of any advertisement must be received in writing no later than 6 weeks prior the publication on the magazine and no later than 1 week prior publication on the e-newsletter and website, 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 advertisement. Advertisements cancelled at the request of the Advertiser after the date indicated, will not be entitled to a refund.
2. Publisher cannot guarantee the order is fulfilled unless a signed copy of the Insertion Form is received within the timeframe agreed.
3. These terms & conditions are part of the Insertion Form and are binding on Publisher and Advertiser once the insertion order is signed.

E. Warranty and Indemnity

1. By lodging material including electronic material or data for publication or authorising or approving the publication of any material with the Publisher, Advertiser warrants that the material complies with all relevant laws and regulations and that its publication will not give rise to any claims or liabilities in Publisher, its director and employees.
2. Without limiting the generality of the above, Advertiser warrants that nothing in the material lodged for publication breaches the Trade Practices Act 1974, Copyright Act 1968, Fair Trading Act 1987, defamation, consumer protection and sale of goods legislation of the States and Territories or infringes the rights of any person.
3. By lodging material including electronic material or data for publication or authorising or approving the publication of any material with the Publisher, Advertiser indemnifies Publisher, its director and employees against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication of the material.
4. Without limiting the generality of the above, Advertiser indemnifies Publisher, its director and employees against any claims arising from (a) defamation, libel, slander of title; (b) infringement of copyright; (c) infringement of trade marks or names of publications titles; (d) unfair competition; (e) breach of trade practices or fair trading legislation; and (f) violation of rights of privacy or confidential information or licenses or royalty rights or other intellectual property rights.