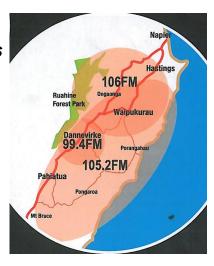


## **ADVERTISE YOUR VACANT POSITION**

## **FOR ONLY \$99.00 + GST**

- Jobline runs at 7.15am, 9.45am, 11.45am, 1.45pm, 4.45pm, 5.45pm daily (These times may vary depending on available air space)
- 42 mentions (over 7 days)
- Website listing
- Facebook listing



All Payments due under this contract must be made on or before the 20th of the month following broadcast.	
Business Name	
Address	
Email for A/c's	
Client Signature	Phone
Signed on behalf of Central FM	

## **Central FM Terms & Conditions**

In these Terms and Conditions, unless the context otherwise requires:

"Company" shall mean Central FM 2020 Ltd trading as Central FM.

"Advertiser" shall mean the person, company, or organisation named as such on this contract or his/her/its duly authorised agent.

Act" shall mean The Fair Trading Act 1986.

- Payments for each broadcast at the rate specified on the contract shall become due immediately after the broadcast is made. All payments due under the contract must be made on or before the 20th day of the month following the month of broadcast. Without prejudice to the Company's other rights or remedies the Company reserves the right to discontinue broadcasts if payment is overdue.
- 2. Where payment is not made in full by the Advertiser on the due date, the Advertiser shall pay at the Company's discretion in respect of such default;
  - (a) Interest on all overdue amounts at the rate of 2 1/2% per month calculated on a daily basis from the date on which the payment is due.
  - (b) All costs and expenses incurred by the Company in recovering payment from the Advertiser, including without limitation debt collectors fees, or commissions, solicitor's fees and disbursements (on a solicitor/client basis) and the Company's clerical costs.
- 3. The Company reserves the right to refuse any advertising material submitted for broadcast if it does not comply with the terms of any applicable broadcasting warrant and/or "Radio Standards and Rules" as set out and amended from time to time by the Broadcasting Rules Committee, or in the Company's opinion may breach Clause 5 of this contract. The Company also reserves the right to cease broadcasting material that has already been broadcast if the material is later found to be contrary of the said warrant and/or "Broadcasting Standards and Rules" or in breach of Clause 5 of the contract.
- 4. If the terms of the contract cannot be fulfilled due to any act of God, accident, power failure, mechanical or electrical breakdown earthquake, fire, war, sickness of station operators, failure of artists to appear, government action, strike, riot, injunction, weather conditions, or any other like circumstances beyond the control of the Company, the Company shall be under no liability to make good the broadcasts at another date and time or refund monies paid in advance in respect of such advertising material that may have missed being broadcast. The contracts affected in this way may also be cancelled at the discretion of the Company without prejudicing any other rights the Company may have under the terms of the contract.
- 5. The Advertiser warrants that the advertising submitted for broadcast pursuant to this contract-
  - (a) is not misleading or deceptive or likely to mislead or deceive within the meaning of the Act;
  - (b) is factually correct and contains no false or unsubstantiated claims for any product or service within the meaning of the Act:
  - (c) does not infringe any other provision of the Act or any other enactment or law;
  - (d) does not contain any defamatory statement or like matter;
  - (e) does not infringe the copyright or any other rights of any other person or company;
  - (f) may be broadcast by the Company without any liability being incurred of any nature whatsoever by the Company;
  - (g) conforms with the terms of any applicable broadcasting warrant and the "Radio Standards and Rules" as laid down by the Broadcasting Rules Committee.

And the Advertiser, apart from his/her/its liability for each of the foregoing warranties undertakes to indemnify and keep indemnified the Company and all employees of the Company against all claims, suits, demands, actions, losses, costs and expenses of whatsoever nature that may be brought against or incurred by them or any of them in respect of any advertising matter broadcast at the request of the advertiser pursuant to the contract. The provision of this clause shall survive any cancellation or termination of the contract by any means whatsoever.

- 6. This contract and the rights under it may not be transferred, assigned or sub-contracted by the Advertiser, and the Company shall only be required to broadcast under the terms of the contract advertising material or materials which relates to the services or products of the Advertiser named on this contract.
- 7. The Company shall have the right of placement of advertising material and may omit any broadcast of advertising material without invalidating this contract. The Company will endeavour to ensure that broadcasts of competing products and services are not in close proximity but the Company is under no obligation to do so.
- 8. Advertising material for broadcast must be in the hands of the Company 72 hours before time of broadcast. Should advertising material not be in the hands of the Company within time of broadcast. Should advertising material not be in the hands of the Company within time of broadcast. Should advertising material not be in the hands of the Company within charge for the missed broadcasts and is under no obligation to make good the missed broadcasts although it may do so at its discretion.
- 9. Should the Advertiser hire from the Company advertising material for use in time contracted for by the Advertiser and at a rate agreed upon between the Advertiser and the Company such advertising material and all copyright and other rights shall remain the property of the Company and such rate agreed upon will apply for one performance only unless otherwise stated.
- 10. Should the Advertiser supply the Company with advertising material such advertising material shall be delivered to the Company at the Advertiser's expense. The Company shall be under no liability for loss or damage to such advertising material while it is in the possession under no liability for loss or damage to such advertising material while it is in the possession or otherwise.
- 11. Should this contract involve any discount from the Company's published standard advertising rates as a result of a commitment by the Advertiser to purchase an agreed amount of advertising for any agreed period of time, and should the Advertiser subsequently fail to meet that commitment for any reason whatsoever, the Company at its discretion may rescind the discount offered and recharge the commercials broadcast at the published advertising rates applying at the time the contract was first entered into. This action may be taken without prejudicing any other rights the Company may have under the terms of the contract.
- 12. The Advertiser acknowledges that these terms and conditions, together with the booking form and any signed term advertising commitment, comprise the entire contract between the Advertiser and the Company. The Advertiser agrees that the Advertiser have made his/her/its own assessment as to the suitability of the advertising and that the Company accepts no liability whatsoever for any effect (or lack thereof) which the advertising may have on the client's business.
- 13. This contract can only be varied by agreement in writing between the Advertiser and the Company.