

# ADVERTISING TERMS AND CONDITIONS.



These terms apply as of January 2021 and will be displayed in our offices. Upper Clutha Messenger Ltd (also referred to as The Messenger or we) reserves the right to change all or any of these terms at any time. These terms and conditions apply to **all advertising** in The Upper Clutha Messenger.

## YOUR ASSURANCES TO US

When we accept your advertisement we rely on your assurance that it is not:

- misleading or deceptive.
- in breach of the Fair Trading Act 1986 or other applicable law.
- defamatory or libellous.
- likely to cause offence against generally accepted standards.
- does not infringe someone else's intellectual property rights.
- complies with all relevant advertising codes of practice.
- will not give rise to any liability on our part or to a claim being made against us.

## RIGHT TO PUBLISH

We reserve the right to amend, abbreviate or refuse to publish any advertisement which in our opinion appears to contravene the law, is likely to cause offence or is objectionable for any other reason.

## PLACEMENT

We reserve the right to place advertisements in our publication in order to achieve the best page layout, balance or general appearance. We may correct or amend advertising to conform to style or for other genuine reasons as long as we do so using reasonable care. We do not accept page specific requests unless it is the front or back cover or a specific category. We do not otherwise guarantee any specific advertisement placement in The Messenger.

## PROOFS

Proofs for approval are provided on request. If you provide us with a print-ready display advert, we will only provide a proof if specifically requested. It is the advertiser's responsibility to ensure all details are correct. We take no responsibility for publishing any incorrect details once a proof has been approved or if we fail to receive any communication advising amendments prior to the cut-off date/time. Publication of late advertisements is entirely at the discretion of the Management of The Messenger.

## CANCELLATIONS

If advertisements are cancelled close to deadline, or artwork is not supplied prior to the deadline, we reserve the right to charge a fee not exceeding 50% of the value of the advertisement. \*See further specified cancellation terms for advertising below.

## PLACING ADS BY PHONE

When you telephone us to ask to publish an advertisement, our records of telephone numbers, addresses, the dates of insertion, the number of insertions and the advertisement copy are conclusive after the instructions and the advertisement having been read back by us and confirmed by you. If you do not wish to have us read these back to you, then our records are conclusive.

All line ads should be placed through our website [www.mymessenger.co.nz](http://www.mymessenger.co.nz) however our staff are able to assist those who are unable to do so.

## CONTRACT PRICE

Special rates for multiple insertions may apply. If account payment is not made by the 20th of the following month, the client will be charged a fee amounting to any discounted amount and all further advertising will be charged at the standard rate until the account is again 'current'.

## COSTS AND PAYMENT TERMS

If account holders do not make payment by the due date (payment is the 20th of the month following invoice, unless otherwise specified) the advertiser will be liable for interest at market rates and all costs of recovery. All cash advertisements must be paid for by Monday 12.00pm prior to publication (for line ads only, the payment deadline is 12.00pm on the Tuesday prior to publication). We reserve the right not to publish any advertisement in the event of non-payment.

## CARE

We take every care with each advertisement you ask us to publish. However, you are not entitled to compensation of any sort, for any reason, if an advertisement is incorrect, published early or late, or not at all. Advertisers must tell us as soon as possible if there is an error or omission in any advertisement the advertiser has placed. We will not be liable for any indirect or consequential loss (which includes loss of revenue or profit) from an error or omission or failure to publish. If we are found to have any direct liability for any circumstance, that liability is limited to the cost of the space of the advertisement.

## FAILURE TO PUBLISH

Where we fail to publish an advertisement, we will allow you to reschedule it, providing that we have not refused to publish the advertisement for any reasons stated above. The placement of an advertisement or a change to an advertisement received after our deadline for that type of advertisement will be entirely at our discretion.

## COLOUR DISPLAY ADVERTISEMENT SPECIFIC:

### Discounted rates for colour display ads:

4 advertisements over 8 weeks:	10% Discount
8 advertisements over 16 weeks:	15% Discount
12 advertisements over 24 weeks:	20% Discount

To be eligible for discounted rates, all advertising contracts with terms and conditions must be signed and returned to [hello@mymessenger.co.nz](mailto:hello@mymessenger.co.nz) All advert dates must be specified and paid for on booking, or charged to an account if you are an Upper Clutha Messenger Ltd account holder. These discount rates are not to be used in conjunction with any other discounts or specials.

If Upper Clutha Messenger Ltd advertisement rates change during your advertising contract, you will be notified and given the option to accept the new rates or cancel your advertising.

### Colour display ad cancellations:

The cancellation deadline for colour display adverts is 12.00pm on the Friday before publication\*. If advertisements are cancelled after this deadline, we reserve the right to charge a fee not exceeding 50% of the value of the advertisement. The colour artwork deadline is 12.00pm on the Monday before publication. If artwork is not supplied prior to deadline we reserve the right to charge a fee not exceeding 50% of the value of the advertisement. There may be an exception for public holidays.

## BLACK & WHITE DISPLAY ADVERTISEMENT SPECIFIC:

### Discounted rates for black & white display ads:

4 advertisements over 8 weeks:	10% Discount
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To be eligible for the discount, ads must be booked and paid for on booking, or charged to an account if you are an Upper Clutha Messenger Ltd account holder. Bookings and rates must be confirmed by email and accepted. These discount rates are not to be used in conjunction with any other discounts or specials.

If Upper Clutha Messenger Ltd advertisement rates change during your advertising contract, you will be notified and given the option to accept the new rates or cancel your advertising.

### Black & white display ad cancellations:

The cancellation deadline for black & white display adverts is 12.00pm on the Monday before publication. If advertisements are cancelled after this deadline, we reserve the right to charge a fee not exceeding 50% of the value of the advertisement. The black & white artwork deadline is 12.00pm on the Monday before publication. If artwork is not supplied prior to deadline we reserve the right to charge a fee not exceeding 50% of the value of the advertisement.

## PAID LINE ADS:

Line ads can be a maximum of 100 words. The first 3 words maximum will be highlighted and in caps. Caps are only to be used at the beginning of a sentence, or for a name/brand/or where grammatically correct. We reserve the right to edit line ads to fit these criteria. Using all caps may result in your line ad not being published. All line ads should be placed through our website [www.mymessenger.co.nz](http://www.mymessenger.co.nz) however our staff are able to assist those who are unable to do so.

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## **Paid line ad cancellations:**

Line ads may be cancelled up until 12.00pm on the Tuesday before publication. After this time, you will be charged in full for your advertisement and it may still appear in the publication.

## **FREE LINE ADS:**

**Private advertisers are entitled to 1 free line ad per person, per week, up to 20 words maximum.**

The Upper Clutha Messenger's definition of a private advertiser is at our sole discretion.

## **EXAMPLES OF LINE ADS THAT QUALIFY INCLUDE:**

- Private garage sales
- Items for sale by a private seller with a maximum value of \$2000 (E.g. a sofa or mountain bike)
- Individual looking for work or a rental (accommodation). Please note this is for an individual looking for a full/part-time job, not someone offering their services.
- 'Wanted to buy' ads
- Lost & found items

## **EXAMPLES OF LINE ADS THAT DO NOT QUALIFY INCLUDE:**

- Services for which a fee is charged. E.g. Nannying, trades, etc.
- Items for sale in bulk. E.g. Bulk quantities of pea straw or firewood.
- Business or commercial advertising. E.g. Office space for lease.
- Room or house rentals (short or long term).
- Businesses are not eligible for free line ads.
- Vehicles for sale or rent.
- Charities, not-for-profit and community groups. E.g. Fundraising, clubs, sporting groups. We have free advertising spaces for these groups.

Charities, not-for-profit and community groups are encouraged to make use of our free sections to advertise: My Community News, My Community Diary and the Front Page Community Space, see below. We offer a not-for-profit discount on display advertising, please email [hello@mymessenger.co.nz](mailto:hello@mymessenger.co.nz) for rates.

**Free line ad cancellations:** Line ads may be cancelled up until 12.00pm on the Tuesday before publication. After this time, your advertisement may still appear in the publication.

## **WHAT'S ON:**

What's on is to be used only as a weekly guide of food and drink specials, entertainment and gigs. What's on is to be used for a minimum of 12 weeks and cannot be used for one off advertising. All weekly information updates must be provided by email, by 12.00pm on the Monday before publication. Any updates provided after this time may not be made and may result in outdated information being published. The Messenger reserves the right to amend or abbreviate What's on entries. The Messenger does not accept any responsibility for outdated or incorrect information published.

## **What's on cancellations:**

After the initial 12 week contract period, What's on can be cancelled before 12.00pm on the Monday before publication. For cancellations made before the initial 12 week contract period has expired, we reserve the right to charge a fee not exceeding 50% of the value of the remaining advertisements, up to the 12 weeks.

## **COMMUNITY SPACES:**

The Front Page Story, My Community News and My Community Diary are free advertising spaces for not-for-profit groups and organisations to utilise. The space is for upcoming news and events and is not for news of events past, political or business purposes. You must apply for these free spaces and may be asked for further information to ensure that the article/listing is being used correctly and in line with the above. If any money is charged/being raised for your event, we will need assurance that this money is for not-for-profit use only. The Messenger reserves the right to amend, abbreviate or refuse to publish any advertisement which in Management's opinion appears to contravene the law, is likely to cause offence or is objectionable for any other reason.

To apply for any community spaces click here.

## **FRONT PAGE STORY**

This is a full colour feature on the front cover. The space is not for news of events past, political or business purposes. Wording for the article must be between 200-250 words, written in the style of a newspaper article.

- If you have a headline that you would like to accompany your story, please provide this as well - the wittier the better!
- If you have a photo to accompany your story, we prefer this in either jpeg or pdf format, and the photo must be high resolution (at least 300dpi). The photograph should preferably have people in it and cannot be advertising any businesses.

The deadline for the front page story is 12.00pm on the Friday before publication.

Upper Clutha Messenger Ltd cannot be held responsible for any incorrect data that you provide. Upper Clutha Messenger Ltd retains the right to edit, remove or otherwise change any material supplied for the Front Page Story.

## **MY COMMUNITY NEWS**

Weekly community-based articles, with a focus on future events. This black and white feature is located inside The Messenger. The space is not for news of events past, political or business purposes. Wording for the article must be between 150-250 words, written in the style of a newspaper article.

- If you have a headline that you would like to accompany your story, please provide this as well - the wittier the better!
- If you have a photo to accompany your story, we prefer this in either jpeg or pdf format, and the photo must be high resolution (at least 300dpi). The photograph should preferably have people in and cannot be advertising any businesses.

The deadline for My Community News articles is 12.00pm on the Friday before publication. There may be an exception on public holidays.

The Upper Clutha Messenger Ltd cannot be held responsible for any incorrect data that you provide. The Upper Clutha Messenger Ltd retains the right to edit, remove or otherwise change any material supplied for My Community News Story.

## **MY COMMUNITY DIARY**

The My Community Diary is a weekly calendar of not-for-profit events, meetings and openings. Entries are to be date specific – your entry is to be placed on the exact day of the event. A new entry is required for each weekly occasion. There is a facility to input multiple weekly dates for the same event – use this only if there are to be NO changes to the text from date to date.

Larger amounts of text will be treated as an advertisement and subject to charge or rejection. Keep your entry concise (What, when, where) for example:

- Painting Group. 10.00am, 11 Brownston St, Wanaka. Enquiries to 03 443 7805. All welcome.

Max of 15 words for each entry. If the event is daily, we may note this in a specified category at the end of the diary. We reserve the right to edit My Community Diary entries as required.

The deadline for My Community Diary entries is 12.00pm on the Monday before publication. All diary entries to be placed through our website [www.mymessenger.co.nz](http://www.mymessenger.co.nz) If you are unable to access or use a computer please call our office on 03 443 7805 or come into 11 Brownston St.

The Upper Clutha Messenger Ltd cannot be held responsible for any incorrect data that you place online. The Upper Clutha Messenger Ltd retains the right to edit, remove or otherwise change any material that we feel does not truly reflect the purpose of the My Community Diary.

