

So what is the Local Express?

The Local Express newsletter is a free fortnightly local news resource, delivered to mailboxes from Manyana-Bendalong to Bawley Point that promotes local sporting and community groups, festivals, live shows, local charities, fundraisers, not-for-profit organisations, and group and individual achievements.

The full colour, 32 page newsletter connects people in the community by providing groups and individuals a wider reach to promote and celebrate achievements in our area. It's all about where you live.

The Local Express is also available for collection at many businesses within the community, including newsagencies and advertiser sites.



Why Advertise with Us?

The Local Express newsletter is delivered to 7,700 homes from Manyana-Bendalong to Bawley Point, delivering not only local community news, activities and events, but the brand of our advertisers.

Couple this with our in-club signage which scrolls the current tissue advertisers and website where advertisements in each issue scroll online and link direct to the advertiser business and you have the best value advertising on the coast.

Advertisers benefit from:

- Unbeatable exposure to local audiences
- Target a market dedicated to supporting local businesses
- Online exposure via web and social media
- A ExServos Club foyer Local Express advertiser screen giving your business even wider exposure!
- Become a local trusted brand.

Two Major New Benefits Exclusive to Local Express Advertisers

Exclusive Club Foyer Digital Advertisement Scroll (Value in the \$1000's)

We have set aside one of our large portrait screens in our Club Foyer to display on rotation all our advertiser actual advertisements and also a consolidated slide of logos which thanks all of our current issue advertisers.

This exposes your brand and ad content to thousands of visitors and members EVERY MONTH and thousands upon thousands during the busier months / holiday period.



Examples of inscreen advertising

Dedicated Website with Advertisements on 24/7 Scroll (Value in the \$1000's)

We have been busy launching a free access website for the newsletter with advertiser content scrolling prominently throughout the entire site. With social sharing and SEO and other site promotion we are already at well over 3,000 site views and only just getting started!

This is all additional value. Not only is your brand embedded among community stories that hit some 8,000 letterboxes but everyday our in-club and web strategies are working for you!



Scrolling advertisements on each page

Distribution

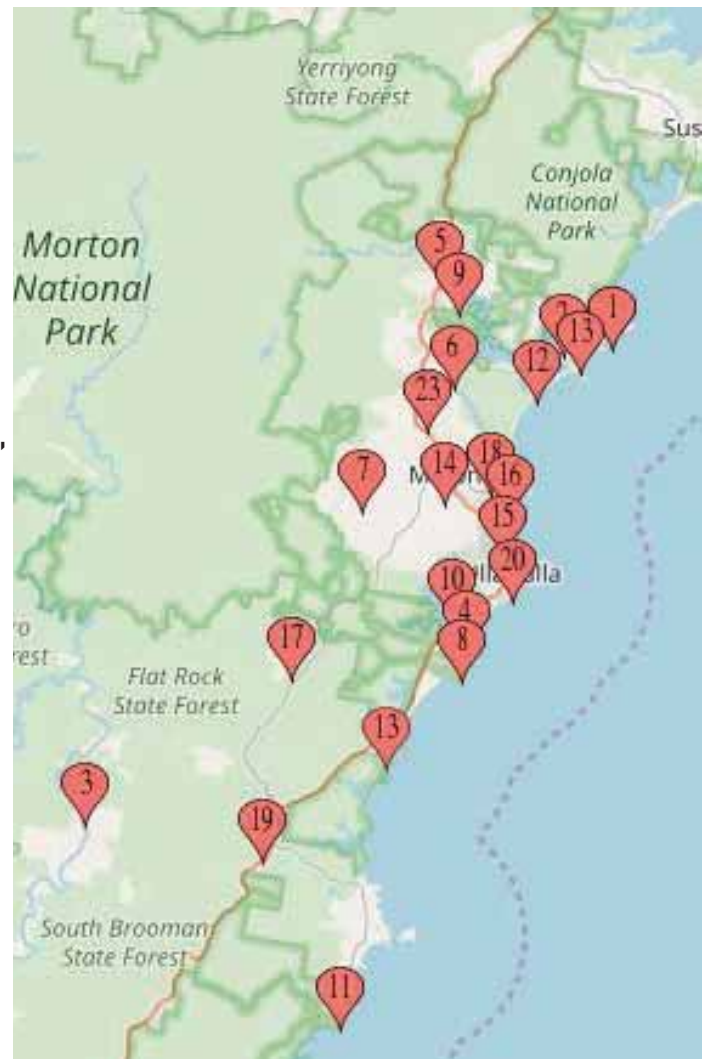
The current distribution of the Local Express is 8,000 newsletters.

7,000-7,700 newsletters are distributed to the community via Australia Post, including Bawley Point, Bendalong, Berringer Lake, Brooman, Burrill Lake, Conjola, Conjola Park, Croobyar, Conjuring Point, Dolphin Point, Fisherman's Paradise, Kings Point, Kioloa, Lake Conjola, Lake Tabourie, Little Forest, Manyana, Milton, Mollymook, Mollymook Beach, Morton, Narrawallee, Termeil, Ulladulla, Woodburn, Woodstock and Yatte Yattah.

Additional points of distribution include:

- Advertiser retailer spaces and office's,
- Ulladulla Newsagency
- Burrill Lake Newsagency
- Mollymook Newsagency
- Milton Library
- the Milton Ulladulla ExServos Club
- Community group meetings
- Sports fields
- Pigeon House Motel
- The Sandbar and Café
- Ulladulla Resource Centre
- Ulladulla Information Centre at the Civic Centre.

Due to the sheer volume of content received, we also offer an online version of the Local Express at www.ulladullalocalexpress.com.au which incorporates additional articles and links directly back to advertisers and content providers websites and email addresses.



Advertising Rates and Options

	Advertising Rate Card All rates per issue exclude GST. (GST Inclusive rates provided in brackets)			
Advertisement Size	27 Issues (approx 12 months)	14 Issues (approx 6 months)	7 Issues (approx 3 months)	Spot Rate (depending on availability)
One Eighth Page	\$171.52	\$188.68	\$191.25	\$214.41
<i>not included in the exclusive category</i>	(\$188.67)	(\$207.68)	(\$210.38)	(\$235.41)
One Eighth Advertorial				\$171.53
<i>approx 60 words</i>				(\$188.68)
Quarter Page	\$236.59	\$260.25	\$272.08	\$295.74
	(\$260.25)	(\$286.25)	(\$299.29)	(\$325.31)
Quarter Page Advertorial	\$224.76	\$247.24	\$272.08	\$295.74
<i>approx 150 words</i>	\$247.24	\$271.96	(\$299.29)	(\$325.31)
Quarter Page Advertorial available in Strip and Column format. See size examples.				
Half Page	\$337.99	\$371.79	\$388.69	\$422.49
	(\$371.79)	(\$408.97)	(\$427.56)	(\$464.74)
Half Page Advertorial	\$317.86	\$353.18	\$388.69	\$422.49
<i>approx 400 words</i>	(\$349.65)	(\$388.50)	(\$427.56)	(\$464.74)
Full Page	\$540.78	\$594.86	\$621.90	\$675.98
	(\$594.86)	(\$604.85)	(\$684.09)	(\$743.58)
Premium	Nil	10%	15%	25%
Frequency	Fortnightly	Fortnightly*	Fortnightly*	Fortnightly
Advertorial in addition to advertisement Discount	50% off advertisement	35% off advertisement	25% off advertisement	

* Rates take effect for Issue 79. 15 July 2019-28 July 2019 release dates. Deadline Date 1 July 2019

* For 7+ Issue Agreements, Advertisers have the option of moving to every second edition, meaning that they cover approximately a six month period

*Advertorials must be community interest articles. Subject to approval.

*Advertisers who book an advertorial in addition to multiple advertisements receive a generous discount

* Maximum of three advertorial bookings per issue

Please note: Advertisements must be submitted as Press Ready PDF file's with embedded fonts

Terms (circle applicable)

Your Name _____

Business Name _____

Address _____

Suburb _____ Postcode _____

Phone _____

Email _____

Amount _____

Either circle your preference below or complete the Booking Request Form

Occurrence Options	27 issues	14 issues	7 issues*	Spot (One Edition)
Advertisement Size	Page	Half Page	Quarter Page	One Eighth
Advertorial Options	Half Page	Quarter Page Strip	Quarter Page Column	One Eighth

Booking Request Form

Number of Issues Booking: _____

Advertising Size: _____

Advertorial Size (if any): _____

Any Notes: _____

Signed: _____ Date: ____/____/____

Name (Please Use Block Letters): _____

Date: _____

** For 7+ Issue Agreements, Advertisers have the option of moving to every second edition, meaning that they cover approximately a six month period*

Payment Form

Preferred Terms for Monthly Payment or Spot (In Advance) (Please Circle)

Direct Deposit / Direct Debit / Credit Card

1. If by Direct Deposit

Bank **IMB**
Branch **Ulladulla**
BSB **641800**
Account Number **200251148**

2. If by Direct Debit (for 7 issue agreements or greater only)

Bank _____

BSB _____

Account Number _____

Account Name _____

3. If by Credit Card (Note: additional fees of up to 2.2% may apply)

Name on Card: _____

Card Number: _____/_____/_____/_____

Expiry Date: _____/_____

CCV: _____

Please email your remittance to judy@ulladullaexservos.com.au

Accepted, agreed and acknowledged on behalf of the Customer

Signed: _____ Date: ____/____/_____

Name (Please Use Block Letters): _____

Date: _____

Local Express Advertising Terms and Conditions Agreement

Please read and ensure that you understand each clause of the Local Express Advertising Term and Condition's, 1-19 inclusive, before you sign, date and return.

I _____ agree to the terms and conditions set out for the Local Express

Accepted, agreed and acknowledged for
and on behalf of the Customer:

Accepted on behalf of Milton Ulladulla
ExServos Club Limited:

Signed

Signed

Name (Use Block Letters)

Name (Use Block Letters)

Customer

Title

Date

Date

Local Express Advertising Terms and Conditions

Please read and ensure that you understand each clause of the Local Express Advertising Term and Condition's, 1-19 inclusive, before you sign, date and return.

1. Definitions

- 1.1. MUECL refers to Milton Ulladulla ExServos Club Limited ABN 90 000 858 364.
- 1.2. Customer means any person and/or entity who has engaged the services of MUECL for publication and/or distribution of any Advertisement for itself and/or on behalf of its clients.
- 1.3. Advertisement includes any advertisement, material, images, content or information, in any form, submitted by the Customer to MUECL for its publication and/or distribution in The Local Express.
- 1.4. The Local Express is a publication organised, published and distributed by MUECL.
- 1.5. Terms and Conditions refers to this document.
- 1.6. Existing Intellectual Property Right refers to the intellectual property rights of a party which is already in existence at the time the parties enter into an agreement contemplated by or pursuant to these Terms and Conditions.

2. General

- 2.1. These Terms and Conditions apply to all Advertisements and/or advertising agreements and/or transactions executed by and between MUECL and a Customer and override, and apply to the exclusion of, any other terms and conditions which the Customer may at any time provide or forward to MUECL.
- 2.2. MUECL has the right to amend, modify or otherwise vary these Terms and Conditions. The amended, modified and/or varied Terms and Conditions shall immediately take effect upon its publication and shall apply to all subsequent Advertisements submitted to and received by MUECL after the date of the publication of the amended, varied and/or modified Terms and Conditions.
- 2.3. Notwithstanding any provision of this Terms and Conditions to the contrary, MUECL and the Customer shall continue to exercise and retain their respective Existing Intellectual Property Rights. No provision of these Terms and Conditions shall be construed to be a grant and/or relinquishment of any existing intellectual property right of a party in favour of the other, unless a written agreement to that effect is executed by the parties. All new intellectual property rights that may be created and/or arise as a result of the publication and/or distribution of the Customer's Advertisement and any of its derivative forms shall belong exclusively to MUECL.
- 2.4. A written statement of debt outstanding signed by an authorised employee of MUECL is evidence of the amount owed by the Customer to MUECL.
- 2.5. Notice to either party may be served by post to the last known address of the Customer and MUECL, respectively.

3. Advertisement Approval and Cancellation

- 3.1. Neither these Terms and Conditions nor any written or verbal quotation by MUECL will constitute an agreement to publish and/or distribute any Advertisement for any person and/or entity in The Local Express. An agreement to publish and/or distribute an Advertisement shall only arise when MUECL approves the Advertisement in writing, publishes the relevant Advertisement and generates a tax invoice for payment by the Customer for such Advertisement.
- 3.2. Every Advertisement submitted, for publication and/or distribution, to MUECL by a Customer shall be subject to the MUECL approval. MUECL may, in its absolute discretion and at any point of time, withdraw, reject, and/or otherwise refuse to publish and/or distribute any Advertisement if material is deemed inappropriate or offensive.
- 3.3. An approval given by MUECL in relation to an Advertisement shall not be construed or considered as an express and/or implied warranty that it has reviewed the content of the proposed Advertisement nor that the same does not violate the intellectual property rights of any third party or the provisions of any applicable law, statute, rule and/or regulation. Such approval shall exclusively be construed to mean, subject to the provision of the immediately preceding Sub-Clause, that MUECL has accepted the Advertisement for publishing and/or distributing.
- 3.4. The Customer will not cancel any Advertisement if any deadline given for such cancellation by MUECL has already elapsed. Any cancellation of an Advertisement after any such cancellation deadline shall result to the automatic forfeiture of any of the fees paid by the Customer in favour of MUECL or if such fees have not been paid will result in such fees being due and payable to MUECL. Notwithstanding such forfeiture and any other provision in this Terms and Conditions, MUECL reserves the right and discretion to decide whether it shall refuse or continue to publish and/or distribute the relevant Advertisement.
- 3.5. Any cancellation of an approved and/or accepted Advertisement made before the deadline will be subject to the approval of MUECL. In the event that the cancellation request is approved by MUECL, the fees already paid by the Customer shall serve as credit which may be utilised by the Customer as payment for any subsequent Advertisement it intends to publish in The Local Express. Provided, however, that the subsequent Advertisement must be published within a period of ninety (90) days from the intended date of the publication of the cancelled Advertisement or on such later date that MUECL may allow in writing. Failure to utilise the cancellation credit within the permitted period provided shall result to its forfeiture in favour of MUECL.

4. Advertisement Placement, Format and/or Positioning

- 4.1. MUECL reserves the right and absolute discretion to determine the positioning and placement of any Advertisement submitted by the Customer, unless the parties expressly agree in writing that such Advertisement must be positioned and/or placed in a specific location.
- 4.2. If MUECL determines and/or is of the opinion that an Advertisement is editorial material, not clearly apparent to be an Advertisement or appears to be editorial, it may without notice to or the consent of the Customer publish the relevant Advertisement with a border to distinguish it from an editorial and make it clear that such Advertisement is in fact an advertisement and not editorial.

- 4.3. Nonetheless, MUECL shall make reasonable commercial endeavours to comply and/or substantially comply with the placement, positioning and format requirements requested by the Customer.

5. Customer Warranties and Representations

The Customer guarantees, warrants and represents to MUECL, that:

- 5.1. It has full and unrestricted power, authority and/or right to cause the publication and/or distribution of its proposed Advertisement;
- 5.2. The proposed Advertisement when published and/or distributed shall not violate, breach, contravene and/or infringe any applicable or relevant law, code, statute, common-law right, legislation, rule, regulation and/or ordinance of the Commonwealth of Australia or any of its States or Territories, including but not limited to the following:
- a. Copyright Act of 1968 or any other trademark and copyright laws;
 - b. The Competition and Consumer Act (Cth), Australian Consumer Law or any equivalent State legislation;
 - c. Fair Trading Act 1987 (NSW);
 - d. Any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
 - e. Any State or Commonwealth privacy legislation or anti-discrimination legislation including but not limited to the Privacy Act of 1988 (Cth);
 - f. Any law governing financial services including without limitation as defined in the Corporations Act 2001 (Cth).
- 5.3. The proposed Advertisement when published and/or distributed shall not violate, breach, contravene and/or infringe the intellectual property rights or moral rights of any third party, any confidentiality agreement, or any other personal or proprietary right of any person, entity and/or individual;
- 5.4. If the proposed Advertisement contains the name or photographic or pictorial representation of any living person and/or any legal, equitable and/or statutory interest, entitlement or right in respect of any subject, logo, brands or items depicted, described and/or referred to in the Advertisement, that it has previously obtained and continues to possess the right, power, authority and/or consent of that person or persons to publish, distribute or otherwise use his, her or its name, representation, image and/or interest in the Advertisement;
- 5.5. If the proposed Advertisement promotes a competition and/or trade promotion, it warrants that it has obtained any and all necessary and relevant permits and/or licenses from the appropriate private and/or governmental entities and regulators and that the Advertisement complies fully with any and all conditions of any such permit or licence;

- 5.6. The Customer further warrants that, in the event that it is a corporation and that the proposed Advertisement contains a price for consumer goods, that the said Advertisement complies with the component pricing provisions of the Competition and Consumer Act (Cth) and that it contains a single price, including GST, that is quantifiable at the time of the publication and/or distribution; and
- 5.7. It shall not sell, resell and/or otherwise enter into any contract or agreement regarding the advertising space it has acquired from MUECL and shall exclusively use the same to advertise its own brand, products, goods or services. However, if the Customer has previously disclosed in writing to MUECL that it acquired one of MUECL's advertising space for the benefit of one of the Customer's clients, it is only that client who may use that space, unless the Customer has secured MUECL's written consent to assign, transfer, sell and/or resell the advertising space to a third party.

6. Customer's Obligation

- 6.1. Any Advertisement submitted electronically must comply with MUECL's specifications including without limitation being submitted in the required file format.
- 6.2. The Customer must book and submit a copy of its Advertisement to MUECL before the deadline provided by MUECL. Even if accepted by MUECL, a booking or Advertisement submitted beyond the deadline is deemed as an out of specification Advertisement and able to be rejected by MUECL.
- 6.3. The Customer will bear all the cost associated with its transmission and/or submission of its proposed Advertisement to MUECL and MUECL shall not be responsible for any failure, in part or in whole, by the Customer to properly or fully transmit its Advertisement.
- 6.4. It is the duty of the Customer to request MUECL to inform it of the deadlines that are applicable to its Advertisement.

7. MUECL's Obligations

- 7.1. Unless otherwise provided in this Terms and Conditions or by law, MUECL shall employ reasonable efforts to publish and distribute the Customer's Advertisement in the position, placement, format and on the date agreed upon by the parties.
- 7.2. MUECL, at its discretion may grant, deny or withdraw credit to a Customer at any time.
- 7.3. MUECL shall, upon the Customer's request, provide the latter with the schedule of the deadlines that is relevant to the Customer's Advertisement.
- 7.4. When requested by the Customer prior to any relevant deadlines, MUECL may provide the Customer with proofs of the intended Advertisement, it is agreed however that;
 - 7.4.1. The colours shown on any proof is a mere indication and/or sample and may vary from the final print of the Advertisement due to the printing process and/or stock variations;
 - 7.4.2. The Customer's failure to timely request for a proof of the intended Advertisement, as provided in Clause 7.4, or its failure to notify MUECL of any error in the proof within twenty-four (24) hours from its receipt of such proof, shall exempt and free MUECL from any liability, damage and/or loss arising from the error in the Advertisement;

- 7.4.3. Subject to the provisions of Clause 9.4 (Claims for Refund, Credit or Republication), Clause 10 (Limitation of Liability) and Clause 12 (Force Majeure), if the Customer has complied with the provisions of Clause 7.4. and its Sub-Clauses, and the error in the Advertisement was solely and exclusively caused by MUECL, its employees and/or its agents, any liability arising therefrom shall be deemed extinguished by either refunding the amount paid by the Customer for the subject Advertisement or the republication of the corrected Advertisement within a reasonable time from the notice requirement specified in Clause 9 (Claims for Refund, Credit or Republication), the choice of which remedy to use shall be subject to the sole discretion of MUECL.

8. Invoicing and Payments

- 8.1. MUECL shall issue a tax invoice monthly in advance for the amount due for any Advertisement the Customer intends to publish and/or distribute in The Local Express during the following month. If MUECL requires such invoices to be paid by direct debit then the Customers will complete such forms and enter into such arrangement as is required to allow for MUECL to direct debit payment of such advertising invoices. The Customer consents to pay any reasonable administrative fees associated with the direct debit arrangement.
- 8.2. Upon receipt of the Invoice the Customer must, at least thirty (30) days before the date of the intended publication or such other date specified in the Invoice, pre-pay the amount due plus including any specified GST by direct debit. MUECL will provide a tax invoice or adjustment note, when applicable.
- 8.3. Notwithstanding any variation from the Customer requested position, location, font, format or date of actual publication and/or distribution of the Advertisement or any error with such Advertisement, the Customer shall not be relieved and/or exempted from its obligation to pay in full the entire invoiced amount;
- 8.3.1. However, if the Advertisement was not published at all and the failure to publish the said Advertisement was exclusively caused by the inexcusable negligence of MUECL, its employee and/or its agents or if MUECL exercise its rights under Clause 3.2. (Advertisement Approval and Cancellation), MUECL, at its sole and absolute discretion, may refund the amount paid by the Customer or publish the said Advertisement within a reasonable time from the notice requirement specified in Clause 9 (Claims for Refund, Credit or Republication).
- 8.3.2. Subject to the provisions of Clause 10 (Limitation of Liability) and Clause 12 (Force Majeure), the remedy for refund and/or publication mentioned in Clause 8.3.1. shall to the fullest extent permitted by law be the sole remedy of the Customers and MUECL will have no further obligation or liability relating to the relevant Advertisement and for such other claims of whatever nature or form that may have arisen from such failure to publish the subject Advertisement.

9. Claims for Refund, Credit or Republication

- 9.1. Subject to the provisions of Clause 7.4.3. (MUECL's Obligations), the Customer must send a notice of any error in the subject Advertisement to MUECL which must be received by the latter within seven (7) calendar days from the date of its publication.
- 9.2. Subject to the provisions of Clause 8.3 (Invoicing and Payments) and its Sub-Clauses, the Customer must send a notice to MUECL of its failure to publish its Advertisement on the date agreed upon by the parties which must be received by MUECL within seven (7) calendar days from the date the subject Advertisement was intended to be published.
- 9.3. Failure to send the notice specified in this Clause within the time provided above shall to the fullest extent permitted by law absolutely alleviate MUECL's responsibility to refund the amount paid by the Customer or to cause the republication of the subject Advertisement and such other liabilities for any damage or loss that may arise therefrom.
- 9.4. No republication and/or credit shall be allowed when the cause of the error in the Advertisement or quality of the printing was due to the fault of the Customer, such as but not limited to the Customer's failure to follow the guidelines for submission of its proposed Advertisement including without limitation errors in or related to the files transmitted to MUECL for publication.

10. Limitation of Liability

- 10.1. Nothing in these Terms and Conditions between MUECL and the Customer excludes, restricts or modifies any terms, guarantees, conditions or warranties or MUECL's liability for them which are imposed or implied by any statute, including but not limited to the Competition and Consumer Act 2010 (Cth), and which by statute cannot be excluded, restricted or modified. Limitations and exclusions are made only to the extent that MUECL may legally do so.
- 10.2. To the fullest extent permitted by law, MUECL's liability for all kinds of loss or damage suffered by the Customer in the context of a supply of goods and services (or an agreement to make such a supply) from MUECL to the Customer, irrespective of whether such liability arises in or is claimed on the basis of MUECL's breach of contract, breach of a term, warranty, guarantee or condition implied by statute, negligence or other tort, or breach of any statutory or equitable duty, and whether the act or omission of MUECL is willful or otherwise, is excluded and/or limited (as the case may be) as set below:
 - 10.2.1. MUECL's liability for personal injury or death is excluded;
 - 10.2.2. MUECL's liability for damage to or loss of property is excluded;
 - 10.2.3. MUECL's liability for loss incurred in respect of the actual goods and/or services themselves supplied (or agreed to be supplied) by MUECL to the Customer shall be limited to:
 - 10.2.3.1. in the case of goods, at MUECL's option,
 - 10.2.3.1.1. the replacement of the goods or the supply of equivalent goods;
 - 10.2.3.1.2. the repair of goods;

- 10.2.3.1.3. the payment of the cost of replacing the goods or acquiring equivalent goods;
 - 10.2.3.1.4. the payment of the cost of having the goods repaired; and
 - 10.2.3.2. in the case of services, at MUECL's option,
 - 10.2.3.2.1. supplying the services again; or
 - 10.2.3.2.2. paying the cost of having the services supplied.
 - 10.2.4. MUECL's liability for indirect loss, economic loss, consequential loss, loss of profit and loss of business opportunity is excluded.
- 10.3. If the supply of goods and services by MUECL to the Customer under this agreement is a supply to which the Competition and Consumer Act 2010 (Cth) imposes a guarantee that cannot be excluded at law then MUECL's liability for a breach of such guarantee is limited in the manner set out in Clause 10.2.3.
- 10.4. MUECL will not be responsible for any loss and/or damage to any advertisement material left in its control and/or possession by the Customer;
- 10.5. Subject to the provisions of Clause 7 (MUECL's Obligations) and Clause 8 (Invoicing and Payments), MUECL shall not be liable for any error in any Advertisement submitted by the Customer or any of its employees and/or agents, especially for Advertisements placed and/or booked over the telephone;
- 10.6. No claim for damages, credit, republication and/or any other remedy shall be available to the Customer for any out of specification booking and/or Advertisement;
- 10.7. The Customer acknowledges that it has not relied, in any respect, upon any advice or representation made by MUECL or any of its employees, agents and/or assigns, in relation to any Advertisement it has booked and placed with The Local Express, or for any advertising space it has purchased and/or acquired from MUECL;
- 10.8. Nothing in this Terms and Conditions may be construed in any manner or form as a representation and/or warranty, that:
 - 10.8.1. The Local Express will continue to be produced and/or published in the future;
 - 10.8.2. The Advertisement will appear in a specific location, place and/or position or in a specific size, or font unless a written agreement to that effect has been executed by the parties;
 - 10.8.3. The Local Express will be distributed and/or published on a specific date, time, geographic location or in a specific number of copies or to a specific number of consumers and/or readers;
- 10.9. The Customer acknowledges and agrees that the publication and/or distribution of The Local Express may be suspended and/or ceased at any time for whatever reason or cause in the absolute discretion of MUECL;

- 10.10. Subject to this Terms and Conditions, in the event that MUECL is held and/or rendered liable for any loss and/or damage caused to the Customer due to any reason whatsoever, the Customer agrees that such liability, irrespective of its nature or kind, shall be deemed extinguished by the payment of an amount mutually agreed upon by the parties but in no case will such amount exceed the total amount paid by the Customer to MUECL for the publication of the relevant Advertisement. However, if republication of the pertinent Advertisement is appropriate, MUECL may in its discretion extinguish said liability by republishing the pertinent Advertisement;
- 10.11. MUECL shall not be liable for any delay, damage or loss caused to the Customer arising from the failure of any telecommunication, internet or postal services or systems which affects the submission of the proposed Advertisement, notice and/or communication by the Customer or its receipt by the MUECL.

11. Indemnification

The Customer shall hold harmless and indemnify, and keep indemnified, MUECL, its directors, officers, employees and its agents against any and all damages, awards judgments, proceedings, claims, demands, expenses, costs and/or liability of any form, manner, nature and kind that arose, wholly or partially, directly or indirectly from, connected or in relation to the Customer's Advertisement published and/or distributed by MUECL. Without, however, limiting the scope of this Clause, the Customer further undertakes to indemnify MUECL, its employees, directors, officers and/or agents from allegations that the Customer's Advertisement is and/or contain materials which are deemed:

- 11.1. defamatory, slanderous and/or libelous;
- 11.2. in breach of confidential agreements, privacy laws and norms, legislation relating to trade practices and/or competition and fair trading legislations;
infringement of trademarks, copyrights, intellectual property rights, moral rights and any other personal or proprietary right of any person, entity and/or individual;
- 11.3. in violation of any of the provisions of this Terms and Conditions.

12. Force Majeure

- 12.1. Definition of Force Majeure
- 12.1.1. "Event of Force Majeure" means an event beyond the control of the parties, which prevents a Party from complying with any of its obligations under this Terms and Conditions, including but not limited to:
- 12.1.1.1. an act of God (such as, but not limited to, rain, flood, fires, explosions, earthquakes, drought, tidal waves and floods);
- 12.1.1.2. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo;
- 12.1.1.3. rebellion, revolution, insurrection, or military or usurped power, or civil war;

12.1.1.4. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to the employees of the Customer or any of its Subcontractors and/or agents; or

12.1.1.5. acts or threats of terrorism.

12.2. Consequences of Force Majeure Event

12.2.1. Neither party shall be considered in breach of this Terms and Conditions to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

12.2.2. The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall immediately give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

12.2.3. If and to the extent that the MUECL is prevented from executing the services by the Event of Force Majeure, while so prevented MUECL shall be relieved of its obligations to provide its services but shall endeavor to continue to perform its obligations under this Terms and Conditions so far as reasonably practicable, provided however, that if and to the extent that MUECL incurs additional Cost in so doing, MUECL shall be entitled to the amount of such additional Cost.

12.2.4. If and to the extent that MUECL suffers a delay in publishing and/or distributing the Advertisement of the Customer as a result of the Event of Force Majeure, MUECL shall not be liable for any loss, damage and/or injury caused to the Customer. However, MUECL may suspend its obligation to publish and/or distribute the pertinent Advertisement until the Event of Force Majeure ceases or avail of the remedies provided for in Clause 8.3.1. in relation to Clause 9. Provided, however, the availability of the remedy of republication provided in the said Clauses is conditional upon the ceasing of the Event of Force Majeure.

13. Remedies

In the event that the Customer fails to pay the fees specified in Clause 8 (Invoicing and Payments) or otherwise becomes insolvent under the terms of Clause 14 (Insolvency), MUECL may avail of any of the following remedies alternatively or cumulatively, as maybe allowed by law:

- 13.1. Cancel, withdraw and/or deny any credit and/or credit facilities already provided to the Customer;
- 13.2. Charge interest for the late payment at the rate of two percent (2%) above the prevailing ANZ Bank Overdraft Base Rate;
- 13.3. File and/or institute any action against the Customer for any outstanding amount plus damages and the cost of suit;

- 13.4. Cease any pending or cancel any future publication and/or distribution of the Customer's Advertisement;
- 13.5. Set-off any monies given by the Customer to MUECL's for payment of other Advertisement as payment for any amount due or outstanding for which the Customer is liable to pay MUECL;
- 13.6. Exercise any other right allowed and sanctioned by the law.

14. Insolvency

For purposes of Clause 13 (Remedies), the Customer is deemed insolvent when any of the following event occurs:

- 14.1. If the Customer is an individual person or a partnership that includes an individual person, the person:
 - 14.1.1. commits an act of bankruptcy;
 - 14.1.2. institutes a bankruptcy petition;
 - 14.1.3. is made bankrupt;
 - 14.1.4. makes a proposal for a scheme of arrangement or a composition; or
 - 14.1.5. has a deed of assignment or a deed of arrangement is made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the Bankruptcy Act 1966 (Cth);
- 14.2. If the Customer is a corporation and:
 - 14.2.1. notice is given of a meeting of creditors with a view to the Customer's corporation entering into a deed of company arrangement;
 - 14.2.2. the Customer's corporation enters a deed of company arrangement with its creditors;
 - 14.2.3. a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator is appointed to the Customer's corporation;
 - 14.2.4. an application is made to a court for the winding up of the Customer's corporation and is not stayed within ten (10) Business Days;
 - 14.2.5. the Customer's corporation is dissolved by a winding up order;
 - 14.2.6. the Customer's corporation resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding up under s 491 of the Corporations Act 2001 (Cth)); or
 - 14.2.7. a mortgagee of any property of the Customer's corporation takes possession of that property;

15. Online Publication

The Customer agrees, consents and grants permission to MUECL to publish any of its Advertisement in an electronic format in any of its websites, social media account, or in the websites and social media accounts of its affiliates, associates, subsidiaries and/or any other corporate body that has a relation with MUECL.

16. Privacy

The Customer acknowledges and consents to MUECL collecting, retaining and utilising its personal information and such other information it has provided to MUECL including those information given by it when it booked, purchased and/or otherwise availed of the services of MUECL. MUECL may, at its discretion, disclose any information it has secured from the Customer to its related corporate bodies, affiliates, credit reporting agencies and other third parties as part of MUECL advertising campaign and for collection and recording of overdue accounts, to debt collection agencies for purposes of recovering any amount due to MUECL and, as maybe permitted and/or required by law, to use such information for purposes of investigating any complaints received by MUECL relative to any of the Customer's Advertisement. Customers may gain access to their personal information by writing to the privacy officer of MUECL at PO Box 126, Ulladulla NSW 2539.

17. Confidentiality

Unless otherwise provided in Clause 15 (Online Publication) and Clause 16 (Privacy) and the other provisions of this Terms and Conditions, each party will treat as confidential, and will ensure that any of its employees, officer, directors, contractors, subcontractor, its assigns and/or agents treat as confidential and will not disclose, unless required by law or by a court of competent jurisdiction or by the consent of both parties, any of the following Information:

- 17.1. The provisions of this Terms and Conditions, as well as, other agreements that may be executed by the parties pursuant to the services offered by MUECL;
- 17.2. Any provision contained in any agreement, contract, invoice or any document where the terms relating to volumes and pricing relative to MUECL's advertisement services are found or provided;
- 17.3. Any information generated for the performance of this Terms and Conditions or any contract referencing and/or incorporating this Terms and Conditions, including all data relating to Advertisement schedules, budgets, forecasts, booked advertisement, prices or volumes;
- 17.4. Any other information that ought in good faith be treated as confidential given the circumstances of disclosure or the nature of the information.
- 17.5. any information derived wholly or partly from any information referred to in the preceding Sub-Clauses.

Each party agrees to take all reasonable precautions to prevent any unauthorised use, disclosure, publication or dissemination of the confidential information by or on behalf of itself or any third party,

18. Governing Law

This Terms and Conditions are governed by the laws of New South Wales, Australia and each party submits to the non-exclusive jurisdiction of the said State.

19. Entire Agreement

This Terms and Conditions and any other written agreement referencing and/or incorporating it which have been duly executed by the parties, represent the entire agreement of the Customer and MUECL in relation to advertising in the Local Express.

Hear from some of our Advertisers



William Drury
Ulladulla Printing Services

“Ulladulla Printing supports the local express because it’s for the community and effective on many fronts.”



Tony Ireland
EyeQ Optometrists

“We continue to advertise in the Local Express due to positive feedback from customers.”



Karen Bashford
South Coast Business and Financial Solutions

“Being delivered to all homes in the area reaches more people than any other form of advertising can.”