

TERMS AND CONDITIONS OF PUBLICATION WITH MEDIA24 INCORPORATING DEED OF SURETYSHIP AND CESSION

1. All copy for advertisements/advertorials is subject to the approval of the publishers, who also reserve the right to decline or cancel any advertisements/advertorials or series of advertisements/advertorials.
2. No responsibility will be accepted by the publishers for loss arising from typographical or other errors. The publishers' responsibility is limited to industry printing quality. No responsibility is taken for picture selection, enhancement or layout. The publishers are not responsible for any apparent discrepancy in this regard and clients are not exempt from liability for the full insertion price reflected on orders and/or copy instructions, should an error have occurred.
3. It is the client's responsibility to supply material suitable for space bookings by the publisher's copy deadlines. If copy is not forthcoming, the publishers have the right to repeat the client's last published advertisement. The cost of making up the material will be debited to the client, where applicable.
4. The publishers accept no responsibility for incorrect material supplied. All material supplied is assumed to be correctly sized, marked and appropriate in screen.
5. The publishers shall not be liable for any loss occasioned by the failure of an advertisement to appear on any special date, or at all for any cause whatsoever.
6. The publishers will use their best endeavours to place the advertisement correctly under this agreement but will not be liable for any loss of profits or damages suffered by the client as a result of their failure to do so and any failure in this regard will not entitle the client to withhold payment of the account rendered in any respect. The publishers shall be exempt from any liability arising from force majeure or where performance of their obligations is prevented by circumstances outside their control.
7. While an enquiry service number may be supplied, this in no way forms part of the contract. The publishers are not responsible for an omission of an enquiry number nor the failure to supply the client with enquiries. The client may not, in any way, hold back payment or part thereof should the enquiry number service, for whatever reason, not be supplied or be printed incorrectly.
8. Whilst every effort will be made to place advertisements/ advertorials/insertions in requested positions, no guarantees can be given. The placement of advertisements/advertorials/insertions is at the sole discretion of the publisher and the editor of the magazine in question. A guarantee of position, over and above those indicated on the rate card, is subject to a 10 % surcharge being paid by the client otherwise no guarantees will be given.
9. No cancellation of space can be accepted less than 6 weeks before publication date. Verbal cancellation will not be valid, only a written cancellation confirmed by the publisher will serve as notice.
10. Series rates quoted apply only to firm orders and insertions must be taken up within a twelve month period unless otherwise arranged. Where the number of insertions taken does not justify the series rate, a surcharge will be made.
11. All production costs will be for the account of the client whether quoted for or not. This includes all photography, layout expenses, litho positive make-up and litho correction costs.
12. Payment is required within 30 (thirty) days of date of invoice and the publishers reserve the right to suspend services if payment is not received with 60 (sixty) days. This action by the publishers will not constitute a breach of agreement. The insertion charge is exclusive of Value Added Tax and is, unless specified to the contrary, exclusive of production costs.
13. All non-residents of the Republic of South Africa will effect a R10 000.00 (ten thousand rand only) deposit into the publisher's account which will be interest bearing at the rate of 9 % (nine percent) per annum and refundable once the client has paid his account in full and closes his advertising account with the purchaser.
14. Nothing herein contained shall be interpreted as obliging the publisher to afford the client any indulgence to effect payment after due date.
15. All overdue accounts will bear interest at the rate of 20 % (twenty percent) per annum.
16. In the event of the publisher instructing its attorneys to collect any amounts owing, then all legal fees on the scale as between attorney and own client, whether or not summons is instituted, shall be paid by the client. Such costs shall include any basic fee, tracing charges, or collection commission which the publisher is required to pay its attorneys as a result of any action taken by them.
17. Once an account has been handed over for collection, all payments made shall firstly be allocated towards such legal/collecting/tracing fees and charges, thereafter to interest and finally to capital.
18. The publisher does not appoint the Post Office as its agent for payments by post. In all cases where the client uses the postal service to effect payment, such postal service shall be deemed to be the agent of the client. All payments to the publisher shall be made to the physical address of the publisher or deposited directly into the publisher's bank account.
19. The party who has appended his signature hereto on behalf of the client:-
 - 19.1. hereby interposes and binds himself jointly and severally as surety and co-principal debtor in solidum unto and in favour of the publisher for the due and punctual payment and discharge by the client of all debts and obligations, from whatever cause and howsoever arising, which the client may in the past, or now, or from time to time hereafter owe or be obliged to fulfil to the publisher and/or the publisher's successors and assigns as a result of this contract with the publisher; and
 - 19.2. agree that the suretyship shall remain of full force and effect until cancelled by the publisher in writing; and
 - 19.3. renounce the benefits of the legal exceptions, excussion and division, cession of action and no value received; and
 - 19.4. agree to be bound by all the terms and conditions of this agreement; and
 - 19.5. hereby cede, assign, transfer and make over unto and in favour of the publisher his/her claim and/or entire loan account against the client until amounts owing by the client to the publisher have been paid in full.
20. The client does hereby irrevocably and in rem suam cede, pledge, assign, transfer and make over unto and in favour of the publisher all of its right, title, interest, claim and demand in and to all claims/debts/book debts or whatsoever nature and description and howsoever arising which the client may now or at any time hereafter have against all and any persons, companies, corporations, firms, partnerships, associations, syndicates and other legal personae whosoever ("the client's debtors") without exception as a continuing covering security for the due payment of every sum of money which may now be due or at any time hereafter be or become owing by the client to the publisher from whatsoever cause or obligation howsoever arising which the client may be or become bound to perform in favour of the publisher.
21. Should it transpire that the client at any time entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession, then this cession shall operate as a cession of all the client's reversionary rights. Notwithstanding the terms of the afore going cession, the client shall be entitled to institute action against any of its debtors provided that all sums of money which the client collects from its debtors shall be collected on the publisher's behalf and provided further that the publisher shall at any time be entitled to terminate the client's right to collect such monies/debts.
22. Ownership in all material handed to the publisher and subsequently published shall remain vested in the publisher until the full publishing price in respect thereof has been paid.
23. This agreement is governed by South African law and is subject to the jurisdiction of the South African courts. The publishers are allowed to institute legal proceedings for the recovery of any amount owing hereunder in the Magistrate's Court of any district which by virtue of Section 28 of the Magistrate's Court Act has jurisdiction over the client, but this does not preclude the publishers at their own discretion from instituting legal proceedings in the Supreme Court of South Africa which has jurisdiction over the client.
24. The client chooses as his domicilium citandi et executandi the physical address contained in the heading hereof for the purpose of giving or sending any notices provided for or required hereunder, or such other address as may be substituted by written notice given thereof.
25. Where the client is a non-resident of the Republic of South Africa, the client is obliged to furnish a physical domicilium, address within the Republic of South Africa within 7 (seven) days from date of entering into this agreement, failing which, it will be deemed that the client chooses the physical address of the publisher as his domicilium address together with the client's facsimile number on the overleaf hereof for the purposes of electronic transmissions.
26. No person other than a director of the publisher has any authority to contract on the publisher's behalf on any terms and conditions other than those contained herein.
27. No concession, latitude or indulgence allowed by the publisher to the client shall be construed as a waiver or abandonment of any of its rights hereunder.
28. Each of the terms herein, excluding liability on the part of the publisher, shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, the term shall be severable and shall not effect the validity of the other terms.
29. By placing his signature on the face hereof the client agrees to the terms and conditions as set out above, agrees that this order constitutes a valid contract with the publisher and certifies that the information given herein by him to the representative of the publishers is true and correct. The signatory further warrants that he/she is duly authorised to contract on behalf of the client and is not subject to any disability in law in binding the client to these terms and conditions.
30. The client acknowledges and agrees to notify the publisher in writing of any change in ownership of the client. Should such change not be notified and acknowledged by the publisher, there will be deemed to have been no change and the client will remain liable for accounts for all services rendered until notification of such change of ownership is acknowledged in writing by the publisher.
31. Any certificate issued by the publisher and signed by a manager or director of the publisher indicating the amount due by the client to the publisher at any time and the fact that such amount is due and payable, the amount of interest accrued thereon and the rate of interest applicable thereto and as to any other fact, matter or thing relating to the indebtedness of the client to the publisher, shall be prima facie proof of the contents and correctness thereof and the amount of the client's indebtedness hereunder for the purpose of provisional sentence or summary judgement or any proceedings against a client in any competent Court, and shall be valid as a liquid document for these purposes. Such certificate shall be binding upon the client and shall be deemed to be of sufficient particularity for the purpose of pleading or trial in any action or other proceedings instituted by the publisher against the client.
32. In no circumstances shall the publisher be liable for consequential damages.
33. The client acknowledges that any sales representative taking an order does not have the authority to bind the publisher and no representations, warranties or other statements made or given by any of the publisher's sales representatives shall be binding on the publisher.
34. The client agrees that should it become necessary for the publisher to proceed against it in any Court of law for any reason whatsoever, the whole amount due by the client will immediately become due and payable, notwithstanding the fact that portion of such amount would not, in accordance with the agreed terms, be due for payment.
35. These terms and conditions shall not constitute a novation of any previous agreement or terms and conditions and insofar as the provisions may be inconsistent therewith, the provisions of this agreement and the terms and conditions contained herein shall prevail.