

ADVERTISING TERMS AND CONDITIONS

The advertiser agrees to the following terms and conditions on all advertisements placed with the TRUCK Journal unless otherwise agreed in writing:

1. In accepting any advertisement for publication TRUCK Journal relies on the advertiser to unconditionally guarantee the following: The advertisement contains nothing misleading, deceptive, defamatory, indecent, offensive, anything that may infringe any copyright or trademark, breaches any statute, regulation, by-law or other rule of law or contains anything else that could give rise to any claim being made against TRUCK Journal, Nile Publishing Ltd or any of its Directors.
2. The advertiser agrees to indemnify TRUCK Journal against all costs or losses occurring from any breaches by the advertiser as set out in these terms and conditions.
3. By placing an advertisement with us the advertiser agrees to allow us to reproduce that advertisement now, or at any time in the future, in any media we may offer to them, royalty free.
4. In utilising our design or creative services (including photographic work) the customer acknowledges that TRUCK Journal owns the copyright unless a commissioning payment is agreed in writing and paid before such work is released for use elsewhere.
5. We may refuse to publish, or withdraw, any advertisement without giving reason.
6. We may amend, or correct, any advertisement for genuine reason as long as we do so using reasonable care.
7. Where an advertiser books advertising space they agree not to transfer that space to any other party. They also agree to use the space for their usual line of business unless otherwise agreed in writing.
8. The advertiser must advise us, as soon as possible, that an error or omission has occurred in their advertisement. We will accept no liability for any consequential losses from any omissions, errors or failure to publish, but if we are found to have any direct liability for these circumstances, that liability will be limited to the maximum of the cost of the advertising space of that advertisement.
9. Advertisements will be charged for as per the Rate Card applying at the time of publication unless agreed in writing prior to publication. No discount will be allowed if the whole space booked is not fully utilised.
10. Rate Card prices exclude GST (as stated on the rate card), this will be charged at the current rate to all New Zealand resident businesses or principals. Zero rated GST transactions apply to overseas customers only.
11. **All payments not received by the 30th of the month following invoice may attract an immediate late payment fee of 2.5%/month of the outstanding balance. The advertiser will also be liable for all costs of recovery of any monies owed including interest at market rates, normal commissions and fees charged by collection agencies.**