

Terms and Conditions

OBLIGATIONS OF THE PARTICIPANT

The Participant agrees:

- a. That submission of the Booking Form constitutes a binding agreement to participate in the publication Travel Pages published on behalf of The Australian Federation of Travel Agents by Sampsons Direct Pty Ltd, the Provider, and printed in accordance with these Terms and Conditions. This will be effective from the date faxed through to 02 9929 4855 or emailed and in force until completion of the Participant's participation, unless terminated earlier in accordance with these Terms and Conditions.
- b. That should they request a representative of Sampsons Direct Pty Ltd to complete the Booking form on their behalf, this assistance constitutes a binding agreement, irrespective of whether the Booking Acknowledgement form is signed and returned.
- c. To provide correct email address and phone number for the booking contact.
- d. That the Terms and Conditions set out here take priority over any terms and conditions the Participant may offer as purchase conditions and that payment terms set out are binding and irrevocable. Penalties apply for noncompliance, cancellation and late payments.
- e. That it is the Participant's responsibility to ensure that their conduct or any information or material provided or published for them does not contain any defamatory, slanderous, misleading or deceptive material or behaviour or any infringement of copyright or otherwise contravene laws and regulations in force in Australia.
- f. To indemnify and hold harmless The Australian Federation of Travel Agents' contracted Provider – Sampsons Direct Pty Ltd from and against all losses, liabilities, proceedings, claims, expenses and other costs arising directly or indirectly from, as a result of, or in connection with the promotion of the product or facilities of the Participant and to have Public Liability insurance to a minimum value of \$10,000,000 coverage.
- g. To provide all materials requested by The Australian Federation of Travel Agents' contracted Provider for Travel Pages by the prescribed deadline.
- h. To keep Sampsons Direct Pty Ltd up-to-date with all changes to your product during the course of the year so that these changes can be made available to clients prior to taking up your service.

2. OBLIGATIONS OF THE AUSTRALIAN FEDERATION OF TRAVEL AGENTS' CONTRACTED PROVIDERS.

Sampsons Direct Pty Ltd has been contracted to provide reservation and to provide production functions for Travel Pages and agrees to use all reasonable endeavors in the production and promotion of the Travel Pages publication to give effect to the instructions of the Participant but The Australian Federation of Travel Agents and Sampsons Direct Pty Ltd shall be under no obligation or liability whatsoever:

- a. With respect to quality of, or errors or omissions in, the submission of material published for the Participant in connection with Travel Pages
- b. If the materials provided by the Participant, or any pieces of them, are misplaced or lost;
- c. If Travel Pages is varied, cancelled or postponed.

3. SUSPENDED/CANCELLED

The Australian Federation of Travel Agents' contracted Provider has the right to suspend sales for a Participant, or ultimately terminate this contract, if at any time the conditions set out in this contract are not adhered to, or if complaints from clients about a Participant's product or service dictate. In the event of a termination or suspension of this contract in the above circumstances, the Participant shall still be responsible for paying the total cost incurred in their participation in Travel Pages.

4. ELIGIBILITY TO PARTICIPATE

The Australian Federation of Travel Agents may, at its absolute discretion, refuse participation in the Travel Pages publication to any person or organization.

5. BOOKING ADVERTISING

The Participant agrees:

- a. To make all Bookings, add materials and approve advertising using the forms available online or supplied by the Provider
- b. That the information provided is accurately checked and complete with regard to both the Booking contact and the Accounting contact if they are different
- c. That eligibility for "Earlybird Discounts" is based on renewing bookings at the same or larger size, and that discounts do not apply to reduced advertising size.

6. PLACEMENT IN THE PUBLICATION

The Australian Federation of Travel Agents may refuse, reject, amend or otherwise change any text or digital images provided by the Participant during the Materials submission. Editorial control of the book remains with The Australian Federation of Travel Agents. Whilst cropping recommendations for any photographs submitted for Participant's entries will receive the strongest consideration, the final cropping of any photograph, and therefore content displayed, and the final selection of product and the placement within regions will be made by The Australian Federation of Travel Agents' providers absolute discretion.

7. QUALITY OF MATERIALS SUPPLIED

The Provider may refuse or reject any digital images or transparencies that are not of a quality consistent with the high standard of the publication. Files, digital or otherwise, provided by the Participant that are not in accordance with the materials instructions may incur additional charges to make good if they are ultimately accepted by The Australian Federation of Travel Agents for inclusion.

8. APPROVAL PROCESS

The Participant agrees:

- a. That in the case of Directory Ad advertising clients will be sent a PDF proof 7 (working) days after materials have been submitted by the client. The PDF proof is designed to check the correct image(s) are uploaded, text, details, and product features are correct and you unreservedly agree that the final published layout and cropping of images may vary at the absolute discretion of The Australian Federation of Travel Agents.
- b. That in the case of display advertising submission as Print Ready PDF in accordance with the display advertising materials instructions are deemed approved on submission.

9. AUTHORS CORRECTIONS

Once Materials are submitted for inclusion in Travel Pages the Forms are locked and any changes to advertising content will incur an additional fee called an Authors Corrections fee. These corrections or changes will only be undertaken with your email confirmation advice detailing the changes and that email advice forms the contract to make payment for Authors Corrections.

10. COPYRIGHT

The Participant hereby assigns absolutely to Sampsons Direct the entire copyright throughout the world now subsisting or conferred in respect of the approved advertising materials by the law in force in any part of the world, including all renewals and extensions, and all common law rights and remedies in relation to the advertising materials available to Sampsons Direct at the date of assignment.

PAYMENT TERMS, FEES and AGENCY COMMISSIONS

11. PAYMENT TERMS

The Participant agrees to the contractual obligation to ensure that payment is made without delay and that contact details, email address and phone numbers are provided for the Participant's accounting department. Completing the Booking Form binds the Participant to the Payment Terms.

12. PAYMENT OF FEES

The Participant agrees to pay 100% of the advertising rate on booking in the case of Directory advertising. In the case of display advertising 50% is payable on booking and remaining 50% on receipt of artwork or at materials deadline, whichever is the earlier. Credit Card is the preferred method of payment although cheque or direct debit (electronic funds transfer and internet banking) may be offered. In any case all payment must be received prior to publication. Failure may result in penalties and exclusion from future publication, suspension or removal from any online content where applicable to this publication.

13. AGENCY FEES

The Participant agrees that all fees are to be paid in full; that no Agency Commissions are to be withheld from the payment of fees, and that any agency commission resulting from the commissioning of an Agency to manage the booking, content and materials must be paid by the Participant directly to the Agency. Agencies booking on behalf of the Participant agree to pay fees in full and recover their commission from the Participant.

14. CREDIT CARD PAYMENT

The Participant agrees that they provide Credit Card drawing authority for the total payment, where if the product allows for split payments, the authority will apply until the fees are paid in full. Sampsons Direct will automatically charge your credit card for any balance on approval of artwork or at materials deadline, whichever is the earlier. Your Credit Card Statement will show a transaction with Sampsons Direct Pty Ltd.

15. PAYMENT BY DIRECT DEBIT OR CHEQUE

Should the Participant be granted the option to pay by Direct Debit or Cheque during the Payment Terms the Participant agrees to make payment within the terms specified. The Participant agrees to ensure the EFT Reference is included in the Reference field during the Direct Debit bank transfer and to put the invoice number on the remittance advice that must accompany any Cheque.

16. SETTING UP VENDOR FOR PAYMENT

Should the Participant require Sampsons Direct Pty Ltd to be set up as a vendor before payment is made, the participant agrees to do this without delay based on the details provided in these terms and conditions or on subsequent tax invoices. This constitutes an agreement to set up the vendor as follows:

Sampsons Direct Pty Ltd
PO Box 1443
North Sydney NSW 2059
accounts@sampsonsdirect.com.au
BSB 012-366 Account 2580 72132

17. LATE FEES AND RECOVERY COSTS

The Participant agrees that a Late Fee of 1.5% interest per month will be charged on all late payments. All payments not received by the Production deadline are considered Late. The Participant agrees that as a result of late payment they will also pay a Recovery Cost of \$150 plus 10% of the contract price along with the interest penalty.

18. CANCELLATION OF THE BOOKING

The Participant agrees that cancellation of a Booking prior to Materials submission will incur a Cancellation Fee equal to 50% of the Booking Contract price and must be paid within 5 days of cancellation. Bookings cancelled after Materials submission must be paid in full.

19. ENTIRE AGREEMENT

These terms and conditions together with the rates, information and the book copy issued by Sampsons Direct set out the entire agreement between the parties in relation to the subject matter of the booking.

20. RELATIONSHIP BETWEEN PARTIES

These parties agree that their relationship is that of participants in Travel Pages only and that they are not partners, joint ventures or employer and employee and neither has authority to pledge the credit of the other.

21. PARTICIPANT'S ACKNOWLEDGEMENT

The Participant acknowledges and agrees that it has entered into the contract on its own enquiries and investigation and has not relied on any warranty, representation or inducement by The Australian Federation of Travel Agents or Sampsons Direct Pty Ltd as to the suitability for any purpose or likelihood of success of Travel Pages publication.

