

Terms and Conditions of advertising on the Love Broome Directory

1. Basis of Agreement

- 1.1 Terms: 'Directory' means the Love Broome Directory publication and the directory information on the www.lovebroome.com.au website; 'GST' refers to goods and services tax under the GST Act, and its associated regulations.
- 1.2 These terms and conditions will apply to you every time you list, advertise or contribute to the Directory. Broome Chamber of Commerce & Industry Inc (BCCI) (i.e., 'we', 'our', or 'us') may vary or replace these terms at any time by giving you written notice of the variation or replacement terms.
- 1.3 The Advertiser accepts these terms each time a listing, advertisement or any other information is submitted or provided to the Directory.
- 1.4 We have absolute discretion to refuse or reject any advertisement for any reason.

2. BCCI Member Discount

- 2.1 Only available only to current financial BCCI members.
- 2.2 Discount rate is set at 20% and not negotiable

3. Payment

- 3.1 Prices quoted for advertising in the Directory are inclusive of GST and are valid as at the time provided for a period of 14 days.
- 3.2 Any request for variation(s) to the service offered may increase the price payable.
- 3.3 Invoices will be raised on receipt of booking. Payment of Directory invoices will be due within 30 days of booking.
- 3.4 Invoices must be paid in full by **19 October 2018** to ensure inclusion in the hard copy Directory and the website.
- 3.5 BCCI reserves the right to remove any advertiser still owing monies after the stated date.
- 3.6 Advertisements will not be posted until full payment has been received.
- 3.7 Advertising and business listing payments are non-refundable.

4. Advertising Material

- 4.1 All advertisements must be correct, accurate and appropriate for the intended audience.
- 4.2 The Advertiser takes full responsibility for the content of any advertisement, business listing, website and any goods and services provided by the advertiser.

- 4.3 Changes to advertisement size, content or category after the booking deadline will only be made at the publisher's discretion.
- 4.4 The Advertiser fully indemnifies BCCI on a continuing basis against any liability, loss, expense or demand for or arising from any false, misleading, or deceptive representation or statement made by BCCI:
 - 4.4.1 As the publisher of the Advertiser's Business information; and
 - 4.4.2 Which arises from a fact or circumstance occurring as a result of information published pertaining to the Advertiser's Business.
- 5. **Termination or Cancellation**
 - 5.1 We may remove an advertisement from the Directory without notice at any time and for any reason.
 - 5.2 You may at any time, in writing, request for your advertisement to be removed from the Directory.
 - 5.3 We will use our best endeavours to remove your advertisement from the Directory within 30 days of receiving your request.
- 6. **Warranties**
 - 6.1 You warrant to us that your advertising:
 - 6.1.1 is true and accurate in all respects;
 - 6.1.2 does not infringe any right of any person, including intellectual property rights;
 - 6.1.3 is not obscene, indecent or defamatory; and
 - 6.1.4 does not contravene any federal, state or territory act, regulation or other law.
 - 6.2 You indemnify us against any loss, damage, demand, cost (including legal cost), expense or other liability arising from or attributable to your advertisement or any other breach by you of these terms.
 - 6.3 To the extent permitted by law, all conditions and warranties implied by law or otherwise not expressly set out in these terms and conditions are excluded.
- 7. **Limitation of Liability**
 - 7.1 To the extent permitted by law, under these terms and otherwise in connection with your advertisement, we exclude liability for all indirect, consequential or special losses or damages including loss of profits howsoever arising.
 - 7.2 We will not be liable to you or any other person for any loss of whatever kind suffered as a result of an advertisement, or the removal of an advertisement.

- 7.3 If a condition or warranty implied by law is prohibited from being excluded, that condition or warranty applies. To the extent permitted by law, our liability for any breach of an implied term is limited to the resupply of the services.

8. General

- 8.1 These terms are governed by the laws of Western Australia and Australia.
- 8.2 These terms constitute the entire agreement between us and you, the Advertiser or provider of information relating to the matters dealt with in these terms and supersedes all previous arrangements, understandings or representations relating to these matters.
- 8.3 Nothing in this agreement appoints you as our agent or representative and no actions you take bind us.

9. Legal Disclaimer

The information in this Business Directory is intended to provide users with information which they may find useful and of interest.

We take all reasonable steps to keep this information current and accurate, but errors can occur. The information in this publication (and on this site) is therefore provided as is with no guarantee of accuracy, completeness or timeliness.

This Love Broome Directory may include hyperlinks to third-party websites and is provided to our community for the sake of convenience.

By using our Directory, you acknowledge and agree that BCCI is not responsible for, and does not endorse, any advertising, products, or resources available from such external websites. BCCI shall not be liable to any party as a result of any information, services, or resources made available through this Directory.