# Business Advertising application with Online Academy for Education (OA4E)

OA4E Business Advertisement Application Record

## Business Identification

OA4E requires effective photo identification of all teachers and Business registration prior to acceptance on this website and associated LMS platform. This identification assists in verification of the applicants professional attributes and obligations. Please confirm the applicants identification, including full legal name and date of birth, and return with the listed documents:

|  |  |  |
| --- | --- | --- |
| **Educator/Business Details** | | |
| Given name (Legal Given Name) | Surname (Legal Given Surname) | Age (applicants must be over 18) |
| Email | Phone | Business name |
| Address | | Website/URL |
| Images | | |

|  |  |
| --- | --- |
| **Intended category for advertisement; Fees are 1 listing per category section. Per country.** | |
| Country |  |
|  | Australia |
|  | New Zealand |
|  | America |
|  | Canada |
|  | United Kingdom |

|  |  |
| --- | --- |
| Catagory | Section |
| Student life |  |
| Career Life |  |
| Teacher Life |  |
| Educational Organisations |  |
|  |  |
|  |  |

|  |  |
| --- | --- |
| **Business Identification – Please complete and email with your application.** | |
| Business/product Name: |  Verified |
| Contact details; |  |
| Business Registration; CAN/ABN etc) |  |
|  Photo ID has been provided and matches verified details. | |

|  |  |  |
| --- | --- | --- |
| **Advertising Application Requirements** | | |
|  | Yes | No |
| Personal ID provided. |  |  |
| Category and section selected |  |  |
| Website link/URL |  |  |
| ABN, Insurance etc. |  |  |
| Educator meets all mandatory account requirements. |  |  |
| Payment plan selected and paid. 3 months, 6 months, 12 months. |  |  |

|  |  |  |
| --- | --- | --- |
| OTHER |  |  |
| I have read and agree to the terms and conditions listed below. |  |  |
| Business owner signature/s |  |  |
|  | | |
| Date | | |

Terms and Conditions

The OA4E Educator Advertisement Application Record is used to record the advertising Application for educators and review process in ensuring suitable and appropriate selection for each prospective client. This is designed to:

* Ensure educators can communicate effectively in English at suitable level for the subject;
* Ensure teachers understand curriculum requirements the course can lead to, client expectations and working conditions in this field of employment;
* Ensure Educators understand industry or regulatory requirements, such as minimum age, working with children and/ or police checks, and hold these as relevant;
* Confirm educator’s aptitude for teaching;
* Identify any competencies, experience and qualifications previously acquired
* Ascertain a suitable, and the most suitable qualification for the educator to teach, based on:
  + the individual’s existing educational attainment, capabilities, aspirations and interests;
  + being educationally relevant and reflecting educational requirements and the learning setting;
  + minimising duplication of the students existing competencies; and
  + meeting the student’s needs;
* As the proposed learning includes portions delivered online, identify the teacher/student digital capability, including access to necessary technology.

### Publication of Advertising

* Subject to these Terms, in providing advertising to a Customer (“**Advertising**”), OA4E will use its reasonable endeavours to publish the Advertising in the format and in the position agreed with the Customer. “Advertising” includes images submitted for publication and content or information relating to published advertisements.
* Customer grants OA4E a worldwide, royalty-free, non-exclusive, irrevocable licence to publish, and to sub-licence the publication of, the Advertising in any form or medium, including print, online or other. Customer warrants that it is authorised to grant OA4E the licence in this clause 1.

### Right to Refuse Advertising

* Neither these Terms nor any written or verbal quotation by OA4E represents an agreement to publish Advertising. An agreement will only be formed between OA4E and Customer when OA4E accepts the Advertising in writing or generates a tax invoice for that Advertising.
* OA4E reserves the right to refuse or withdraw from publication any Advertising at any time that, in the opinion of OA4E, is illegal, defamatory, offensive, obscene and/or contrary to the business interest, goodwill and/or reputation of OA4E or any of its customers or vendors or is likely to

infringe on the rights of third parties (even if the Advertising has previously been published by OA4E).

### Right to vary Format, Placement or Distribution

* OA4E will use reasonable efforts to publish Advertising in the format and in the position requested by the Customer. However, OA4E reserves the right to vary the placement of Advertising within a title or website or to change the format of Advertising. Customer must pay the full price for Advertising even if OA4E varies the format or placement of the Advertising.
* Except in accordance with clause 12, OA4E will not be liable for any loss or damage incurred by a Customer arising from OA4E’s failure to publish Advertising in the format and position requested by the Customer.
* If OA4E changes the press configuration for a publication, OA4E reserves the right to shrink or enlarge the Advertising by up to 10% without notice to Customer or any change to rates.

### Submission of Advertising

* Customer warrants to OA4E that the publication of the Advertising does not breach or infringe:
* the *Competition and Consumer Act* (Cth) or equivalent State legislation;
* any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
* any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
* State or Commonwealth privacy legislation or anti-discrimination legislation;
* any financial services law as defined in the *Corporations Act 2001* (Cth); or
* any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).
* Customer warrants that if Advertising contains the name or photographic or pictorial representation of any living person and/or any copy by which any living person can be identified, the Customer has obtained the authority of that person to make use of his/her name or representation or the copy.
* Advertising containing contact details for the Customer must contain the full name and street address of the Customer. Post office box and email addresses alone are insufficient.
* If a Customer submits Advertising that looks, in OA4Es opinion, like editorial material, OA4E may publish the Advertising under the heading “Advertising” with a border distinguishing it from editorial.
* Advertising submitted electronically must comply with OA4E’s specifications. OA4E may reject the Advertising material if it is not submitted in accordance with such specifications.
* Advertising material delivered digitally must include the OA4Es booking or material identification number.
* If Customer is a corporation and the Advertising contains the price for consumer goods or services, Customer warrants that the Advertising complies with the component pricing provisions of the Competition and Consumer Act (Cth) and contains, as a single price, the minimum total price to the extent quantifiable at time of the Advertising.
* Customer must not resell Advertising space to any third party without OA4Es consent.
* If Advertising promotes a competition or trade promotion, Customer warrants it has obtained all relevant permits and indemnifies OA4E against any loss in connection with the Advertising.

### Classified Advertising

* OA4E will publish classified Advertising under the classification heading it determines is most appropriate. These headings are for the convenience of readers. OA4E will publish classified display Advertising sorted by alphabetical caption and, where space permits, with related line Advertising.

### Online Advertising

* For online Advertising, Customers must submit creative materials and a click-through URL to OA4E at least 3 working days (5 working days for non-gif material) or within such other deadline advised by OA4E at its discretion before publication date. OA4E may charge Customer for online Advertising cancelled on less than 14 days notice or if creative materials are not submitted in accordance with this clause 6.1.
* All online Advertising (including rich media) must comply with OA4Es advertising specifications.
* Results from Customer or third party ad-servers will not be accepted for the purposes of OA4E billing and assessment of Advertising.
* OA4E is not liable for loss or damage from an internet or telecommunications failure.
* Customer acknowledges that OA4E may at its discretion include additional features or inclusions such as third party advertisements within online classified Advertising.

### Errors

* Customer must promptly check proofs of Advertising (if provided to the Customer by OA4E) and notify OA4E of any errors in the proofs or in published Advertising.
* OA4E does not accept responsibility for any errors submitted by the Customer or its agent, including errors in Advertising placed over the telephone.
* Customer must send any claim for credit or republication in writing to OA4E no later than 7 days after the date of publication of the Advertising.

### 8. Advertising Rates and GST

* The Customer must pay for Advertising, unless otherwise agreed, at the specified rate. Rates may be varied at any time by OA4E without notice. Customer must pay GST at the time it pays for Advertising. OA4E will provide a tax invoice or adjustment note (as applicable).
* Eligibility for discounts or rebates will be based on the Customer’s GST-exclusive advertising spend.
* Positions vacancy Advertising is free for the first 30 days, further to this requires fees decided upon duration and scope of Ad. Public Notices are free for a period of 1 month unless otherwise specified. Positions vacant and Public notices will not provide any financial gains to the listed parties and associates and are for the benefit of the Education industry.

### 9. Credit and Customer Accounts

* OA4E may grant, deny or withdraw credit to a Customer at any time in its discretion. Customer must ensure that its Customer account number is available only to those employees authorised to use it. Customer acknowledges it will be liable for all Advertising placed under Customer’s account number.

### 10. Payment

* The Customer must pre-pay for Advertising if required by OA4E. If Advertising is on account, payment must be within 7 days of date of the invoice or, for if specified, within 21 days of the end of the month in which the invoice is issued. If a commercial account has been established with OA4E, payment must be within 30 days of invoice date.
* If Customer fails to provide the copy for a booking by the publication deadline, OA4E may, at its sole discretion, still accept the Advertising after the deadline. If the Advertising is ultimately not published because of Customer’s failure to deliver the copy in sufficient time after the publication deadline, Customer will still be charged for the Advertising and Customer has no claim against OA4E for credit, republication or other remedy for out of deadline Advertising.
* Customer must pay the full price for Advertising even if there is an error in the Advertising, unless the error was OA4Es fault.
* Customer must pay its electronic transmission costs.
* To the extent that OA4E incurs any third party costs on the Customer’s behalf (e.g. production costs) which it is not able to be reimbursed for, the Customer will be required to pay this amount to OA4E regardless of whether the Advertising is postponed or cancelled.

### 11. Failure to Pay and Other Breach

* If Customer breaches these terms, fails to pay for Advertising or suffers an Insolvency Event (defined) OA4E may (in its discretion and without limitation):
* a) cancel any provision of credit to Customer;
* b) require cash pre-payment for further Advertising;
* c) charge interest on all overdue amounts at the rate 2% above the CBA Overdraft Base Rate;
* d) take proceedings against the Customer for any outstanding amounts;
* e) recover OA4E costs including mercantile agency and legal costs on a full indemnity basis;
* f) cease publication of further Advertising or suspend an agreement for Advertising not yet published until the breach is remedied and if it is not remedied within 10 Business Days, OA4E may terminate an agreement for Advertising not published;
* g) exercise any other rights at law.
* A Customer suffers an “**Insolvency Event**” if:
* a) Customer is a natural person and commits an act of bankruptcy; or
* B) Customer is a body corporate and cannot pay its debts as and when they fall due or enters an arrangement with its creditors other than in the ordinary course of business or passes a resolution for administration, winding up or liquidation (other than for the purposes of reorganisation or reconstruction); or has a receiver, manager, liquidator or administrator appointed to any of its property or assets or has a petition presented for its winding up.
* OA4E may withhold any discounts or rebates if Customer fails to comply with its payment obligations.
* A written statement of debt signed by an authorised employee of OA4E is evidence of the amount owed by the Customer to OA4E.

### 12. Liability

* Each of the parties excludes all implied conditions and warranties from these terms, except any condition or warranty (such as conditions and warranties implied by the *Competition and Consumer Act 2010* and equivalent State acts) which cannot by law be excluded (“**Non- excludable Condition**“).
* Each of the parties limits its liability for:
* a) breach of any Non-excludable Condition (to the extent such liability can be limited); and
* b) for any breach of contract caused by or contributed by a party,
* in the case of OA4E, to the re-supply of the Advertising if reasonably possible or payment of the cost of re-supply to Customer and in the case of Customer, the amount paid for the Advertising.
* Subject to clauses 12.1, neither party will, in any circumstances, be liable to the other for any indirect or consequential losses, loss of profits, loss of revenue or loss of business opportunity.
* Subject to clause 12.2, the Customer indemnifies OA4E and its officers, employees, contractors and agents (the “Indemnified“) against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer’s breach of these Terms and any negligent or unlawful act or omission of the Customer in connection with the Advertising.

### 13. Privacy

* OA4E collects a Customer’s personal information to provide the Advertising to the Customer and for invoicing purposes. OA4E may disclose this personal information to its related bodies corporate, to credit reporting agencies and other third parties as part of provision of the Advertising and for overdue accounts, to debt collection agencies to recover amounts owing.
* OA4E provides some published Advertising to third party service providers. Where such Advertising contains personal information, Customer consents to the disclosure of their personal information in the advertising to third parties and to the personal information being republished by a third party.
* Customers may gain access to their personal information by writing to the Privacy Officer, Suite 3/31 Harbour Drive, Coffs Harbour. NSW.2450 or emailing [admin@oa4e.com](mailto:admin@oa4e.com)

### 14. Confidentiality

* Each party will treat as confidential, and will procure that its advertising agents, other agents, and contractors (“**Agents**“) treat as confidential and will not disclose, unless disclosure is required by law:
* a) the terms of this Agreement (including terms relating to volumes and pricing);
* b) information generated for the performance of this Agreement, including all data relating to advertising schedules, budgets, forecasts, booked advertising, prices or volumes;
* c) any other information that ought in good faith to be treated as confidential given the circumstances of disclosure or the nature of the information; and
* d) any information derived wholly or partly for any information referred to in (a) to (c) above.
* 14.2 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.

### 15. General

* These Terms, with any other written agreement, represent the entire agreement of the Customer and OA4E for Advertising. They can only be varied in writing by an authorised officer of OA4E. No purchase order or other document issued by the Customer will vary these Terms.
* OA4E will not be liable for any delay or failure to publish Advertising caused by a factor outside OA4Es reasonable control (including but not limited to any act of God, war, breakdown of plant, industrial dispute, electricity failure, governmental or legal restraint).
* OA4E may serve notice on Customer by post or fax to the last known address of the Customer.
* These Terms are governed by the laws of the State in which the billing OA4E company for the Advertising is located and each party submits to the non-exclusive jurisdiction of that State.
* Businesses have the responsibility of ensuring students understand sessions expectations, methods of delivery, cost of the sessions, additional expenses such as learning equipment, location of the course, etc

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* Advertising is paid 3 month. 6 month or 12 monthly and consists of business listing/picture and link to website or email. Advertising placement is based on start date of advertising.
* Advertising can be removed from OA4E website at the discretion of OA4E which may take place if an advertised business has been deemed misaligned with OA4E.

The Advertisement Application (Pre-Training) Review is undertaken by skilled OA4E personnel who provide impartial advice and translate a tutor’s ideas about their future into tangible and suitable choices.

OA4E does NOT guarantee business leads or income from its advertising. Prospective clients will contact organisations/individuals at their own discretion using the links/ Information provided by Businesses. OA4E does not take ANY responsibility on operations of advertised business.

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As a part of this process, OA4E ascertains and considers the advertisers existing educational and vocational situation and has the right to reject applications on the consensus of competing or unsuitable circumstances.