



## COLLEGE PUBLICATION ADVERTISING TERMS AND CONDITIONS

### 1. GENERAL

- 1.1 Any person or organisation that wishes to submit material (**advertising material**) to be advertised on a Royal New Zealand College of General Practitioners (**College**) publication (including the College's website, *GP Pulse* magazine, *ePulse* e-newsletter, and the Journal of Primary Healthcare) must first complete and sign a College Advertising Booking Form (**booking form**).
- 1.2 When the College approves your booking form, both parties will be bound to an agreement which comprises:
- (a) the completed and signed booking form; and
  - (b) the current version of these terms and conditions found on the [College's website](#) on the date the complete booking was submitted by you, which will include a requirement to comply with the College Publication Advertising Policy also available on the College's website.
- 1.3 Submitting a booking form constitutes acceptance by you of these terms and conditions. To the extent that any booking form submitted by you attempts to include terms that are inconsistent with these terms and conditions, those terms will not apply.
- 1.4 The College may amend these terms and conditions and/or the College Publication Advertising Policy in whole or in part from time to time. Amendments will be effective immediately when the amended terms and conditions and/or policy are posted by the College on the College website and will apply to all booking forms which are submitted by you after such posting until the terms and conditions and/or the policy are next updated. You are responsible for ensuring that you are familiar with the latest terms and conditions and the policy. By continuing to advertise through the College, you agree to be bound by the terms and conditions and the policy as amended (whether or not you have received any notice of such amendments).

### 2. ADVERTISEMENT

- 2.1 Subject to any other provision of the agreement, the College will use reasonable endeavours to publish any advertising material submitted in accordance with the booking form.
- 2.2 All specifications and details regarding the display of advertising material including design, design processes, content, size, style, quality of information (including digital information, such as the resolution of an image), and placement of any advertising material will be set out in the booking form and you must comply with the booking form. The College will check all advertising material and it must be approved by the College prior to publication.
- 2.3 You must ensure that any advertising material submitted by you complies in all respects with the College Publication Advertising Policy from time to time and any additional requirements set out in the signed booking form or which you agree with the College in writing.
- 2.4 If your instructions cannot be met by the College for any reason, the College will use reasonable endeavours to provide you with alternative advertising options.
- 2.5 The College provides no warranties or guarantees that your instructions will be met.

### 3. PAYMENT



- 3.1 The amount and frequency of the payment of any advertising fees to the College shall be determined and set out in the booking form submitted by you plus the goods and services tax levied under the New Zealand Goods and Services Tax Act 1985 (if any).
- 3.2 If any monies remain outstanding on the due date for payment as set out in the booking form, the College reserves the right to not, or to cease to, advertise your advertising material until such amounts have been paid.
- 3.3 Except as expressly provided for under clause 4.3(d), the College will not pay you any refunds at any time.

#### **4. TERMINATION**

- 4.1 Either party may terminate the agreement immediately by notice to the other party if:
  - (a) the other party commits a material or persistent breach of the agreement; or
  - (b) the other party ceases or threatens to cease to carry on business, is subject to any insolvency proceedings, commits an act of bankruptcy, has any assets seized by a creditor, has a receiver, administrator, liquidator, statutory manager or similar official appointed, becomes insolvent or is deemed by law to be so, or suffers any analogous event.
- 4.2 In addition, the College may terminate the agreement immediately at any time by giving you written notice if:
  - (a) it has reason to believe that any advertising material submitted by you does breach or is likely to breach the College Publication Advertising Policy; or
  - (b) it is unable to publish the publication in which the advertising material was to appear for any reason.
- 4.3 On and following termination of the agreement:
  - (a) the termination shall be without prejudice to either party's accrued rights and remedies;
  - (b) you must immediately collect from the College any material provided to the College for advertisement. The College will endeavour to take reasonable care of the material while in the College's possession but will not be responsible for any loss or damage to such material;
  - (c) the College may remove any advertising material submitted by you from any publication; and
  - (d) if the agreement is terminated by the College in accordance with clause 4.2(b) or due to a force majeure event, the College will refund any monies paid in advance. To avoid doubt, as an example, if you have paid for 12 months of advertising but the agreement is terminated after 3 months, the College will refund you for the unused 9 months.

#### **5. FORCE MAJEURE**

- 5.1 Neither party shall be liable for any breach of the agreement to the extent such breach is due to a force majeure event, provided that it keeps the other party fully informed of the situation, uses reasonable endeavours to mitigate the effect of the force majeure event and resumes full performance as soon as reasonably practicable.



5.2 **Force majeure event** means an extraordinary event or circumstances beyond the reasonable control of a party such as an Act of God, war, change of statutes of the Government, terrorism, disaster, strikes, civil disorder, or curtailment of transportation facilities (but excluding lack of funds). A party may give notice to terminate in writing if it is unable to meet its obligations under the agreement due to a force majeure event.

## 6. LIABILITY AND INDEMNITY

6.1 You agree to indemnify and keep indemnified the College from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by the College arising out of or in connection with your failure to comply with the agreement (including the College Publication Advertising Policy).

6.2 Except as expressly provided in the agreement, the College excludes, to the fullest extent permitted by law, all warranties, representations and conditions whether implied by law or otherwise. In the event of any errors or failure to publish any advertising material, you agree that your sole remedy is a credit on future invoices or the placement of advertising material in a future slot unless otherwise agreed by the College in writing.

6.3 Where the College is held to be liable for breach that cannot be excluded or so limited, the College's maximum liability will be the fees paid by you for the advertisement on the College's publications and the College shall have no liability to you for any indirect or consequential loss.

## 7. INTELLECTUAL PROPERTY

7.1 Without limiting clauses 2.3 above, you must ensure that you own or are authorised to use all the content and images used in any advertising material submitted to the College for publication. This means that:

- (a) the advertising material must not include any content that infringes the rights of any third party, including copyright, trademark, privacy, or other personal or proprietary right; and
- (b) unless the College otherwise agrees, you must ensure that you either own the intellectual property rights in this advertising material or are licensed to use, display and distribute that advertising material in the relevant College publication.

## 8. PRIVACY

8.1 If you provide the College with any personal information (as defined by the Privacy Act 2020), the College will store and use that information in accordance with that Act and in accordance with the College's Privacy Policy, which is available on the [College's website](#). If you have any questions regarding the personal information held by the College, you should contact [privacy@rnzcgp.org.nz](mailto:privacy@rnzcgp.org.nz)

## 9. NO EXCLUSIVITY OR ENDORSEMENTS

9.1 The agreement is non-exclusive. Unless otherwise expressly agreed by the College in writing, the College may accept advertising material for any other organisation or person without restriction.

9.2 The College's decision to publish any advertising material submitted by you does not indicate that the College endorses either you or any advertisement, particular product or service advertised, or the person/entity that manufactures, distributes or promotes the products or services advertised and you must not do anything (or omit to do anything) that will or may indicate such endorsement.



## 10. MISCELLANEOUS

- 10.1 The documents noted in clause 1.2 constitute the entire agreement between you and the College and supersede all prior agreements and representations given or made relating to advertising (including any of the matters dealt with in the agreement).
- 10.2 You cannot assign or transfer any part of the agreement without the written consent of the College.
- 10.3 A waiver of a right under the agreement is ineffective unless it is in writing.
- 10.4 The agreement is governed by New Zealand law and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.
- 10.5 If any provision of the agreement is found to be illegal, invalid or unenforceable, that provision shall be read down to the extent necessary to make it legal, valid and enforceable.
- 10.6 Following termination of the agreement, clause 6 (Liability and Indemnity) together with any other provisions that are by their nature intended to survive, will remain in effect.