

challenging the divide

A certified Level 2 B-BBEE Micro Enterprise | Reg no: 2018 / 605841 / 07
 Postnet Suite 16, Private Bag X6, Bruma 2026, Gauteng, South Africa

t: 011 568 6068 / 021 300 0547 / 0860 333 034 | e: talk.to.us@southafricanconversations.co.za

www.southafricanconversations.co.za

As the Client, are you: An advertiser Or an agency Is the advertiser an NPO? Yes No

This is a contract between South African Conversations (the Publisher) of the above address, and the Client, as follows:

Company/entity name:

Reg no: VAT no:

Postal address:

.....

Physical address:

.....

URL: Telephone:

E-mail:

Full names of person authorising this order:

Designation: Cell no:

Advertiser's name: *If different from the Client name*

Advertiser's product name:

If you are an Agency, do you have a written mandate to represent the advertiser? Yes No

Order no:

Government orders MUST be accompanied by an order, whether issued to the Client as an Agency or to South African Conversations.

Description	QTY	Size	Details & position <i>e.g. ad name, category, or if paid for, e.g. back cover</i>	Price per instance <i>see rates overleaf</i>	Less discount amount <i>see overleaf</i>	Total contract amount
Advertising						
Advertorial						
Page sponsorship		40 mm x 210 mm		R10,000 per page		
Inserts				<i>Requires a separate quote</i>		
Bagged product promotions				<i>Requires a separate quote</i>		
<i>For cover co-branding, see the Resource Directory Book Order form For paid listings, see the Resource Directory Listing Order form</i>					Sub-total	
					Less Agency commission	
					+ VAT	N/A at present
					Sub-total	
					Less discount <i>See Discounts overleaf</i>	
					Grand total	

Do you require design, photography, copywriting or printing? YES NO Such work will be quoted separately and billed on completion of work, which will precede publication.

Name and contact number of person our creative department must call to discussed what is required:

.....

I agree to the conditions of this contract (on this page and overleaf) and declare that I am authorized to enter into this agreement.

Signature for and on behalf of the Client Date: Place

Full names & signature:

Please also sign acceptance of the Terms & Conditions, overleaf.

Sales Agent's full name & cell no.

TERMS & CONDITIONS: South African Conversations RESOURCE DIRECTORY

Rates: See the Media Kit for more detailed information: <https://southafricanconversations.co.za/advertise/>

Important notice: *These prices are based on a print-run of 30,000 copies. Should we print more, or less, advertiser invoices will be adjusted accordingly. Invoices will be issued only once the directory is in print, and will be submitted along with verification from the printer regarding the quantity being printed.*

- Double Page Spread: R68 000; Full page: R34 000; 1/2 Page (horizontal): R20 000; 1/3 Page (vertical, in text): R12 000;
- Guaranteed inside front cover: R40 000; Guaranteed inside back cover: R38 000; Guaranteed outside back cover: R60 000;
- Exclusive page sponsorship: R10 000 per page (40 mm x 210 mm).
- Advertorials are the same price as advertisements, can be done in publication style, but will be clearly marked 'Advertorial'.
- Rates are subject to change without notice, but are locked in once a contract is signed.

By entering into this agreement with South African Conversations, you accept that the final price for your advertisement will fluctuate in accordance with the number of copies printed. From our point of view, this is the most fair and ethical way to offer advertising exposure on the pages of our directory. If you paid in advance, an adjustment will be made accordingly and either a credit note or an additional invoice will be issued.

Discounts: Registered non-governmental NPOs qualify for a 20% discount. Advance settlement of pre-print ad-space bookings qualify for a 20% discount. Discounts may not be combined. See payment terms in clause 8, below.

Publication date: First Edition: early 2022.

- Email the completed form to advertising@southafricanconversations.co.za or give it to your Sales Agent.

1. Liability

- The Client entering into this agreement is liable for payment of resultant invoices.
- If the Client is an Agency, it is responsible for ensuring that it has a legally binding mandate from the Advertiser to enter into this agreement, and accepts that it remains liable for payment even if the Advertiser fails to pay the Agency.

2. Granting of an account facility. All clients, except those paying in advance, are subject to an approved credit application and must sign a debit order if rejected.

3. Provision of advertising material

- The Client will ensure that all advertising materials are provided in accordance with the Publisher's specifications and deadlines.
- The Publisher reserves the right to ensure that all advertising placed in its publications conform to a high standard in terms of content, appearance and technical accuracy. The Client will be notified and required to rectify non-compliant material within 24 working hours, after which creative or production costs resulting from having to bring the material up to standard will be for the Client's account. Insufficient time to correct non-compliant material may result – at the Publisher's discretion – in the particular advertisement being postponed until the next edition of the Directory.
- Changes relating to the advertising space booked or the actual content or material of the advertising discussed or submitted must be made in writing to advertising@southafricanconversations.co.za at least seven days before the Publisher's deadline.

4. Variations. Although every effort is made to ensure good quality printing, the Publisher cannot accept responsibility for reasonable variations in colour from issue to issue.

5. Cancellation of advertising space booked

- The Client may cancel a space booking by:
 - Submitting a written request to cancel the booking, by email, to talk.to.us@southafricanconversations.co.za, as well as a telephone conversation with the Publisher at least seven days before the due date of the material, and
 - Paying a cancellation fee of 25% of the value of the booking being cancelled within 7 days of receipt of an invoice for same.
- Should the Client fail to provide such notice and pay such cancellation fee, the Client shall remain liable for the full amount due under this agreement and such obligation to pay shall survive any termination of this agreement.

6. Limitation of liability

- Should the Publisher delay or fail to publish, the sole liability of the Publisher and exclusive remedy of the Client shall be limited to placement of an advertisement at a later time in a comparable publication (if viable).
- The Publisher shall not under any circumstances be liable for any damages or loss directly or indirectly resulting from any act of omission or failure to publish.
- The Publisher's aggregate liability under this agreement for any claim is limited to the amount received by the Publisher from the Client for the advertising order giving rise to the claim.
- The Client acknowledges that the Publisher has entered into this agreement in good faith, but in reliance upon the limitations of liability set forth herein and that the same is an essential basis of an agreement between the parties.

7. Indemnification

- Both the Advertiser and Client warrant to the Publisher that the use, reproduction, distribution or display of the advertisement or any products or services made available to users through the advertisement will not violate any laws or rights of any third parties.
- Advertiser and Client agree to indemnify, defend and hold the Publisher and any third parties (i.e. agent, printer, distributor, sellers) immune from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to a breach of any of the foregoing representations and warranties, or any third-party claim arising from use of or access to the advertisement under this agreement.

8. Payment terms

- Advertising invoices are due within 14 days of date of invoice or within 30 days for government orders.
- 30-day terms may be offered to advertising agencies, in writing, and subject to approval of a credit application.
- Invoices are issued during the week of publication – except if the Client wants to qualify for the advance payment discount, in which case invoices are issued on receipt of the booking form and are due for payment within 7 (seven) days of presentation.
- Agency discounts/commissions are forfeited if payment is not received within the specified period.
- Interest of 2.5% per month will be levied on all overdue accounts, without recourse.
- Clients are responsible for all reasonable expenses (e.g. legal fees) incurred by the Publisher in collecting outstanding payments.

9. Disputes

- Any dispute hereunder will be negotiated in good faith between the parties as a matter of urgency within as quick a period as possible, following written notice from one party to the other, failing which the parties will attempt to resolve the dispute by mediation as a matter of urgency within as quick a period as possible, failing which they will refer the matter to arbitration in terms of the rules of the South African Arbitration Foundation.
- Any relevant notices must be sent to the postal, physical and email addresses supplied and shall be deemed received within 7 days of send date.

10. Confidentiality: The Publisher and representatives shall maintain in strict confidence the booking and content of unpublished advertising.

Client's signature of agreement to these Terms & Conditions:

Date: Agent initial: