



99.7 RHEMA Newcastle Business Directory Terms and Conditions

1. **Payment prior to Directory Listing.**
 - a. In the case of all new business directory listings, 99.7 RHEMA FM Newcastle requires full non-refundable payment to be paid on the first invoice for the first month's activity before any business directory listing is posted. Failure pay the full amount will result in the business directory listing not being published until the payment is received.
 - b. For a 12 month business directory listing of \$365 the payment is non-refundable.
 - c. For a 12 month Business Directory Starter listing of \$700 the payments can be made in full or as 2 payments of \$350 each. Each payment is non-refundable.
 - d. For a 12 month Business Directory Premium listing of \$2164 the payments can be made in full or as 4 payments of \$541 each. Each payment is non-refundable.
2. **Payment of balance of account.**
 - a. The client must pay the account in full within fourteen (14) days of the invoice being provided by 99.7 RHEMA FM Newcastle. Clients with monthly installments are required to pay the installments in full within fourteen (14) days of receiving the invoice.
 - b. 99.7 RHEMA FM Newcastle reserves the right to remove a business directory listing from air, once the account becomes 30 days overdue, or earlier if deemed warranted.
 - c. Should the Client's account exceed our trading terms and be passed on for collection, all costs including debt collection commission, solicitor fees and any out-of-pocket expenses will be the liability of the Client.
3. **Cancellation of Directory Listing.**
 - a. Any cancellation of a Sponsorship Campaign (Business Directory Listing) by you requires written notice of at least thirty (30) days, not less than 13 weeks after the commencement of the campaign. If the duration of your Sponsorship Campaign is less than 13 weeks, you waive the right to cancel your booking.
 - b. 99.7 RHEMA FM Newcastle reserves the right at any time at its discretion to reject a booking or to amend or refuse to broadcast or post online via digital mediums sponsorship material.
 - c. Digital and online placement and any associated air time is subject to availability and discretionary approval by 99.7 RHEMA FM Newcastle.
 - d. In the event of cancellation of a 12 month campaign, the client will pay to 99.7 RHEMA FM Newcastle the current retail cost of any items provided as incentives (e.g. iPad or accommodation vouchers).
4. **Sponsorship Material.**
 - a. All sponsorship material submitted to 99.7 RHEMA FM Newcastle must comply with any applicable laws, regulations and sponsorship and broadcasting codes or standards in place 99.7 RHEMA FM Newcastle unconditionally reserves the right to refuse to broadcast or request the modification of any sponsorship material considered to be inconsistent with community standards or otherwise unsuitable for broadcast or contrary to the internal sponsorship standards maintained by 99.7 RHEMA FM Newcastle.
5. **Indemnity.**
 - a. The client will indemnify, and keep indemnified, 99.7 RHEMA FM Newcastle against all claims, demands, proceedings, damages, costs, expenses, losses or any other liability whatsoever arising wholly or partly, directly or indirectly in connection with the broadcast of any sponsorship material submitted or expressly or impliedly approved by the client including but not limited to any breach of law or regulation or for any breach of any legal, equitable or other rights of any person, firm, corporation or entity.
6. **Account Queries.**
 - a. Account queries must be submitted by the client to 99.7 RHEMA FM Newcastle on or before the last day of the month following broadcast of the sponsorship to which the query relates.
7. **Copy Deadlines. The following deadlines will apply.**
 - a. Copy Briefs by 5.00pm, four (4) working days before the first broadcast date or the agreed date of publication in the case of a Business Directory Listing.
 - b. Material ready for broadcast two (2) full working days before the broadcast.
 - c. 99.7 RHEMA FM Newcastle reserves the right to require full payment for any scheduled sponsorship campaign that did not go to air due, partly or solely to failure to meet these deadlines.
8. **Liability.**

Neither 99.7 RHEMA FM Newcastle nor its employees or agents shall be liable for:

 - a. The sound quality or delay of matter transmitted to or from a station by means of landline or other telecommunication or like delivery system;
 - b. Copy changes or failure to broadcast arising from events that could not be reasonably foreseen or with respect to the applicable clauses under these Terms and Conditions;
 - c. Minor discrepancies or minor schedule variations;
 - d. Schedule variances necessitated by broadcasts of news or events of national importance, directions of competent authorities or broadcast of urgent, safety or emergency material;
 - e. Any claims for damages, or costs incurred by the client which may in any way be related to, or deemed related to the provision of the sponsorship or other services by 99.7 RHEMA FM Newcastle.
9. **Copyright & Ownership of Material.**
 - a. All written and recorded material remains the property of 99.7 RHEMA FM Newcastle Requests must be made in writing to the Business Development Manager for the recorded material to be used for purposes other than on air with 99.7 RHEMA FM Newcastle. An additional production fee may be charged for the recorded sponsorship spots to be used on radio stations other than 99.7 RHEMA FM Newcastle.
10. **Amendment or Alteration to Terms and Conditions**
 - a. 99.7 RHEMA FM Newcastle reserves the right to make any amendment or alteration to these Terms and Conditions at any time by notification by 99.7 RHEMA FM Newcastle to the client and such variation will have effect in relation to any booking made or credit provided in relation to sponsorship broadcast subsequent to the provision of that notice.
11. **Station Logo & Trademarks.**
 - a. The client will not use and will not permit use of any 99.7 RHEMA FM Newcastle logo, name or other registered trademarks or intellectual property in any sponsorship, promotional or other material without the prior written consent of 99.7 RHEMA FM Newcastle.
12. **Pre-existing agreements.**
 - a. Any pre-existing credit arrangements supplied by 99.7 RHEMA FM Newcastle can be cancelled forthwith at the sole discretion of 99.7 RHEMA FM Newcastle.
 - b. The signing of this application and its determination replaces all prior credit arrangements or agreements with 99.7 RHEMA FM Newcastle.