

TERMS & CONDITIONS

1. DEFINITIONS

In these Terms and Conditions, unless the context otherwise indicates, the following words shall bear the meaning assigned to them:

- 1.1 **"The Company"** means RamsayMedia, a division of CTP Limited (registration number: 1971/004223/06), a company with limited liability duly registered and incorporated in terms of the Company Laws of the Republic of South Africa with its principal place of business situated at 36 Old Mill Road, Ndabeni, Cape Town.
- 1.2 **"The Advertiser"** means any person, including an association of persons, a partnership, a firm, a company and a close corporation or any other legal entity, making a booking for the selection and purchase of advertising space for the publication of an advertisement other than through or by means of an Advertising Agent or Agency and includes its successors in titles and assigns.
- 1.3 **"Advertising Agent"** or "Agency" means any person, including an association of persons, a partnership, a firm, a company or close corporation or any other legal entity carrying on the business of making a booking for the selection and purchase of advertising space for the publication of an advertisement on behalf of persons intending to advertise.
- 1.4 **"Advertisement Copy"** means any advertising material intended for publication by the Company.
- 1.5 **"Publication / Publish / Published"** encompasses all media platforms offered by the Company, including but not limited to print, digital and TV.

In these Terms and Conditions, any reference to one gender shall include the other and words importing the singular shall include the plural and vice versa. Headings appearing in these Terms and Conditions are for reference purposes only and shall not affect, dictate, modify or limit the meaning or interpretation of these Terms and Conditions.

2. ADVERTISING

2.1 PURPOSE

In terms of this Agreement the Company undertakes to book and place advertisements provided by the Advertising Agency or the Advertiser as the case may be in the Company's publications in consideration for payment as set out in the applicable rate cards, incorporated herein by reference. Credit facilities shall be granted to the Advertising Agency or Advertiser as the case may be to facilitate payment as envisioned in this Agreement. An Advertising Agency shall at all times be deemed to contract as principal with the Company in all respects and as such an Advertising Agency that enters into this Agreement shall itself be personally, solely and exclusively liable and responsible for payment of any fees, charges, accounts and the like due to the Company in terms of this Agreement.

2.2 ORDERS / BOOKINGS

- 2.2.1 Copy instructions must be supplied by the Advertising Agency or the Advertiser as the case may be to reach the Company within the space deadline prevailing from time to time or as agreed in writing with the Company;
- 2.2.2 All orders must specify the date of insertion, failing which insertions will be deemed to be consecutive from date of first insertion.

2.3 DELIVERY

Delivery of the Advertisement Copy shall be deemed to have been made only when the Company's technical requirements have been met and the relevant insertion instructions have been given.

2.4 ACCEPTANCE OF ADVERTISEMENTS

- 2.4.1 Advertisements will only be published in the Company's publications if it satisfies the technical requirements of the Company and is accompanied by proper insertion instructions.
- 2.4.2 The first publication of an advertisement shall be deemed to be acceptance of the order, unless otherwise accepted previously.

2.5 FURTHER GROUNDS FOR REJECTION

Notwithstanding 2.4, the approval of the Advertisement Copy in terms of 2.4 shall not in any way prejudice the Company's right to reject such Advertisement Copy as provided below:

- 2.5.1 The Advertisement Copy must be delivered to the Company by material deadline prevailing from time to time. In exceptional circumstances, the Company will, but subject to its sole and absolute discretion, endeavor to accept any Advertisement Copy delivered **not** more than 3 (three) full working days after the material deadline in which event the Company will not be obliged to notify the Advertising Agency or the Advertiser as the case may be if it decides that the Advertisement Copy is unsuitable and the Advertising Agency or the Advertiser as the case may be shall at the discretion of the Company be liable to pay in full for the advertising space booked whether or not any advertisement is in fact published as booked.
- 2.5.2 If the Company, in its sole and absolute discretion, decide/s that the Advertisement Copy is not acceptable in any respect, the Company shall notify the Advertising Agency or the Advertiser as the case may be of same in which event the Advertising Agency or the Advertiser as the case may be shall be obliged to supply an acceptable alternative copy as soon as possible and in any event **not** more than 3 (three) full working days after the material deadline. Should an alternative copy not be supplied or not be accepted, the Company shall be entitled to be paid by the Advertising Agency or the Advertiser as the case may be in full for the advertising space booked.

2.6 DISCRETION OF COMPANY

- 2.6.1 The provisions of 2.4 and 2.5 above shall be without prejudice to any special arrangements for booking/s made at short notice in the Company's sole and absolute discretion.
- 2.6.2 The Company reserves the right, in its sole and absolute discretion and without incurring any liability, to decline to publish any advertisement without giving any reason whatsoever in writing or otherwise for so doing, and in such instance the Advertising Agency or the Advertiser as the case may be shall not be liable to pay for any booked advertisement not published by the Company.
- 2.6.3 The Company reserves the right, in its sole and absolute discretion, to do any act or thing in respect of the publication of any advertisement or part thereof (including but not limited to the editing or cutting thereof) which it is obliged and/or compelled to do at law or for production purposes, and the Company shall not thereby incur any liability whatsoever to the Advertising Agency or the Advertiser as the case may be which shall have no claim whatsoever for damages or otherwise in respect of any non-publication or partial publication of any such advertisement. The Advertising Agency or the Advertiser as the case may be shall remain liable to the Company for the charges payable hereunder for such published advertisements. The Company, in its sole discretion, shall endeavour to book alternative space for the publication of the altered advertisement.
- 2.6.4 The Company will charge for all artwork, photography, material, etc., which they find necessary to supply in order to effect the publication of any advertisement.
- 2.6.5 The Company reserves the right to restrict any repeat publication of any declined or affected advertisement.
- 2.6.6 The Company reserves the right to repeat latest copy of the advertisement if new copy is not supplied by the deadline date referred to in 2.2.1 above.
- 2.6.8 The Company reserves the right to suspend any media platform in any month for any period or to increase or decrease the number of issues or the size or form of any media platform without notice.
- 2.6.9 Should the Company or any of its representatives publish the incorrect material, the Advertising Agency or Advertiser as the case may be, must inform the Company of such incorrect material used, in writing, no later than 14 days after such publication was made available to the public. The Company will investigate the matter and should the outcome of the investigation be that the Company was at fault, the Company will suggest remedial action appropriate to the situation. The remedial action will be solely at the discretion of the Company.

2.7 GRANTING OF CREDIT

- 2.7.1 An Advertising Agent or Advertiser as the case may be shall be entitled to credit facilities from the Company only if such Advertising Agency or Advertiser, within the sole and absolute discretion of the Company, meets the credit granting requirements of the Company from time to time, including the receiving and putting into place of such securities as the Company may from time to time in its sole and absolute discretion require.
- 2.7.2 If the Company does not grant an Advertising Agent or Advertiser credit facilities all bookings will only be accepted on an upfront payment basis (i.e. COD – where delivery is considered the Company's material deadline).
- 2.7.3 Any bookings from a client based outside of the Republic of South Africa will only be accepted on an upfront payment basis.
- 2.7.4 Clients are considered non-residents if they are not a registered company with a registered address within South Africa and are not registered for income tax.
- 2.7.5 Clients are considered residents if they are registered with a registered address within South Africa and are registered for income tax.

2.8 CANCELLATIONS:

- 2.8.1 Subject to the provisions of 5.1, the Company, at its sole and absolute discretion, may consider requests from the Advertising Agency or the Advertiser as the case may be to withdraw and/or amend the advertisement space bookings, provided that such requests are received in writing not less than 14 (days) days prior to the space deadline. However:
- 2.8.2 Should such notice be received 10 (ten) to 13 (thirteen) days prior to the space deadline, the Advertising Agency or the Advertiser as the case may be shall pay 10% (ten percent) of the total value of such bookings.
- 2.8.3 Should such notice be received 5 (five) to 9 (nine) days prior to the space deadline, the Advertising Agency or the Advertiser as the case may be shall pay 25% (twenty five percent) of the total value of such bookings.
- 2.8.4 Should such notice be received 1 (one) to 4 (four) days prior to the space deadline, the Advertising Agency or the Advertiser as the case may be shall pay 50% (fifty percent) of the total value of such bookings.
- 2.8.5 Should such notice be received after the space deadline, the Advertising Agency or the Advertiser as the case may be shall pay 100% (one hundred percent) of the total value of such bookings.
- 2.8.6 The Advertising Agency of the Advertiser as the case may be, may submit a written request for the waiver of the abovementioned cancellation fees to the Publisher/s of the brand/s effected no later than 14 (fourteen) days after the notice of the cancellation.
- 2.8.7 The Company reserves the right to surcharge where contracts are not completed within the given period of time.
- 2.8.8 Unless the advertisement space bookings are cancelled in accordance with the provisions of Clause 2.8.1 above, an Advertising Agency or the Advertiser as the case may be who fails to deliver any Advertisement Copy in accordance with 2.2 and 2.3 above, remains liable for payment in full whether or not any of its advertisements are published as booked.

3. RISK

All risk in the publication of the advertisement and the content therein, shall vest with the Advertiser or Advertising Agency as the case may be and the Company is indemnified from any claims arising from third parties with respect thereto.

4. MATERIALS AND PROPERTY LIABILITY

However, unless otherwise instructed, any delivered Advertisement Copy will be destroyed by the Company without reference to the respective Advertising Agency or the Advertiser as the case may be if not booked for publication or collected within a period of 52 (fifty two) weeks:

- after the last publication date, or
- in the absence of any instructions.

5. COMPENSATION

5.1 RATES, CHARGES AND CHANGES

- 5.1.1 Subject to the provisions of 5.3 below, all advertisement insertion bookings are accepted on the understanding that they will be paid for at the rate actually in force at the date of publication.
- 5.1.2 If the quantity of insertion as reflected on this order qualifies the advertiser for a concessionary rate, and the advertiser subsequently reduces this quantity, a surcharge may be charged to the advertiser. Any surcharge raised will be determined by referring to the tariff of charges in force at the time that the order was raised- the value of the surcharge will be calculated by subtracting the rate at which the insertions were originally charged from the rate applicable to the quantity of insertions actually published, and then multiplying this difference by the quantity of insertions actually published.
- 5.1.3 While as much notice as possible will be given of all changes, the Company reserves the right to change the advertisement rates and/or any of these Terms and Conditions by giving 1 (one) months or 30 (thirty) days notice (new rates as appear on the Company's rate cards shall be regarded as sufficient notice as envisaged herein), and in the event of such a change, the rates payable and the Terms and Conditions applicable shall be those in force at the time of the advertisement publication, but the Advertising Agency or the Advertiser as the case may be concerned, shall (by serving written notice on the Company within 2 (two) weeks of receiving notice of such a change) be entitled to cancel any booking for an advertisement to which the change of rates (if increased only) would otherwise be applicable. The Advertising Agent or the Advertiser as the case may be shall at all times ensure that it is in possession of the latest rate cards in force from time to time. The Company will ensure that the latest rate cards are made available on the Company's website – www.ramsaymedia.co.za

5.2 OVERDUE PAYMENTS

- 5.2.1 Notwithstanding anything to the contrary herein contained, the Companies terms for paying accounts are as follows:
- 5.2.1.1 Advertising Agency accounts are due not later than 45 (forty five) from the date of statement that coincides with the date of publication.
- 5.2.1.2 Advertiser accounts are due 30 (thirty) days from the date of statement if credit terms have been granted.
- 5.2.1.3 Advertiser or Advertising Agency accounts where credit terms have not been granted (i.e. COD) are due by no later than material deadline.
- 5.2.2 If the Advertising Agency or the Advertiser as the case may be is in default of payment, the Company shall be entitled, without prejudice to its other rights and remedies for breach of Agreement, to refuse further insertion of the advertisement and/or to deny the Advertising Agency or the Advertiser as the case may be the use or benefit of any other facilities and/or services procured in terms of this Agreement, and/or to cancel this Agreement.
- 5.2.3 The Company shall be entitled to recover any outstanding amounts which shall become immediately due, owing and payable and In such an event, the Advertising Agency or the Advertiser as the case may be shall pay all costs of the Company on the Attorney and own Client scale incurred in the recovery of such amounts, interest at the rate prescribed in the National Credit Act for overdue accounts as well as collection commission.
- 5.2.4 It is further recorded that nothing contained in these Terms and Conditions shall prevent the Company from ceding any and/or all of its claims against the Advertising Agency or the Advertiser as the case may be to a third party.
- 5.2.5 In the event of Advertising Agency or the Advertiser as the case may be not paying any account on due date in accordance with the terms as prescribed in 5.2.1 above, the Company reserves the right, without prejudice to all and/or any of its other rights, not to accept further bookings from the Advertising Agency or the Advertiser as the case may be.
- 5.2.6 Failure by the Company to render or dispatch Statements will not affect the obligation of the Advertising Agent or the Advertiser as the case may be to make payment as required in accordance with these Terms and Conditions and shall not affect any early settlement discounts allowable or disallowable in accordance with these Terms and Conditions.
- 5.2.7 The existence of a query of any individual item in an account will only affect the due date of payment of that individual item. The Advertising Agency or the Advertiser as the case may be shall notify the Company of any query in writing within 14 (fourteen) working days of the date of the dispatch of the statements. This notification must include the reason for the query and should be addressed to controller (as it appears on the debtors statement) of the Company. The Advertising Agency or the Advertiser as the case may be may not bring any item into query after this time. In the event that a credit note and re-invoice is required, then the balance will be paid within 7 (seven) working days of the new Statement date.
- 5.2.8 In the event of the Advertising Agency or the Advertiser defaulting in making payment of any amount that has become due and owing then the full balance outstanding (whether due or not) will immediately become due and payable without notice to the Advertising Agency or the Advertiser.

5.3 SPECIAL RATES

- 5.3.1 Special positions, if available, are subject to premium rates as notified on the Company's current tariffs. In all cases special positions are subject to confirmation by the Company.
- 5.3.2 The Company will in its sole and absolute discretion consider an early settlement discount on application by the advertiser or advertising agency.

5.4 RATE

- 5.4.1 All rates quoted on the Rate Cards issued by the Company from time to time are shown VAT (value added tax) inclusive and exclusive.
- 5.4.2 The rates as quoted on the rate cards issued by the Company from time to time are solely for the information of the Advertising Agent or the Advertiser as the case may be and do not constitute an offer by the Company.

6. WARRANTIES AND INDEMNITY

- 6.1 The Advertising Agency or the Advertiser as the case may be warrants and undertakes that:
- 6.1.1 It will notify the Company, in writing, within 7 (seven) working days of any change in ownership or in the case of a company, of its share transactions whereby the majority shareholding is affected, failing which notice the entire balance owing (whether due or not) will immediately be deemed to be due and payable to the Company. In addition to the foregoing, the Advertising Agency or Advertiser acknowledges that immediately upon any change of ownership, any outstanding amount (whether due or not) shall be deemed to be forthwith payable.

- 6.1.2 It will be responsible for obtaining and paying for all necessary licenses, consents and clearances for the publication of any advertising and/or copyright material contained therein and/or the appearance of any person in each of its advertisements; and
 - 6.1.3 No Advertisement Copy will breach the copyright, any other rights of or shall be defamatory towards any person and/or entity whomsoever.
 - 6.1.4 It indemnifies and keeps the Company and/or its employees indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities of any kind arising from any breach of the above warranties.
 - 6.1.5 It hereby indemnifies and holds the Company and/or its employees harmless against any claims for damages to property or personal injuries, infringement of copyright, defamation, losses, legal costs or claims of any kind howsoever arising out of, in respect of or as a result of the use and/or publication of advertisements or the use and/or access by the Advertising Agent or the Advertiser as the case may be of facilities provided by the Company.
- 6.2 Notwithstanding anything to the contrary herein contained, the Advertising Agent or the Advertiser as the case may be agrees, confirms and warrants that all its employees from time to time shall have all the necessary and relevant authority to act and liaise with the Company on behalf of the Advertising Agent or the Advertiser as the case may be and to bind the Advertising Agent or the Advertiser as the case may be in terms hereof.
 - 6.3 The Advertising Agent or the Advertiser as the case may be indemnifies and holds the Company and/or its employees harmless against any claims for damages and/or costs whatsoever and howsoever arising out of any changes to the Company's publications as advertised.
 - 6.4 Should any such claim be made against the Company, it shall be entirely in the Company's discretion as to whether it admits or denies any such claim and the Company reserves the right to defend any such claim brought against it and to proceed to the final end and determination thereof and to lodge any appeal or appeals to any Court or Courts, to which it has the right to do so and in addition shall have the right to compromise, abandon or settle any claim against it and to nominate legal representatives and to brief Counsel in connection therewith, and the Advertising Agent or the Advertiser as the case may be shall be liable for and shall pay all costs, charges and expenses incurred by the Company in connection therewith or otherwise in addition to all sums of money whether for damages, costs, charges, expenses or otherwise howsoever which the Company may be ordered to pay to the said Plaintiff in the said action or agree to pay in regard to the said actions on the advice of its legal representative/s and/or Counsel/s.
 - 6.5 In the event of the Company having incurred any disbursements of whatsoever nature, including that in respect of legal opinions/advices, etc., in the exercise of its sole and absolute discretion as to whether to refuse or allow the insertion of any advertisement in terms of these Terms and Conditions, such disbursements shall be for the sole and absolute account of the Advertising Agent or the Advertiser as the case may be.
 - 6.6 Company does not make any representations nor gives any warranties or guarantees of any nature whatsoever in respect of its Service/s in terms of this Agreement and all warranties, which are implied or residual at common law, are hereby expressly excluded.

7. FURTHER RIGHTS AND OBLIGATIONS

- 7.1 The Company shall have the right, in the event of the Advertising Agency committing any act of insolvency in terms of the Insolvency Act as amended, to summarily or in any act by Advertising Agency constituting a breach as regulated by 10, to cancel this Agreement and in such instance to revert to the Advertiser and collect any outstanding payments from the Advertiser, without prejudice to any of Company's rights and remedies against the Advertising Agency.
- 7.2 The Advertising Agency or Advertiser as the case may be, may not off set any double payment or incorrect payment made by it to any other party that was due to Company, by withholding any monies due to Company for whatever reason on any other accounts. The Advertising Agency or Advertiser as the case may be shall always be personally liable for payment of any advertising bookings made with Company.
- 7.3 The Advertising Agency or Advertiser shall not be entitled to cede or assign any rights and/or obligations, which it may have in terms of this Agreement without the prior written consent of the Company.

8. FORCE MAJEURE

In the event of the Company's publication activities being restricted, curtailed or prevented by any law or any other act or thing beyond its control, the Company may at any time, notwithstanding anything to the contrary herein contained, forthwith terminate this Agreement without prejudice to the Company's right to be paid by the Advertising Agency or the Advertiser as the case may be in terms of these Terms and Conditions at the time of such termination for services delivered up to the point of termination.

9. BREACH

In the event of the material breach of any of the terms and conditions of this Agreement by either party hereto and failure of such party to remedy such breach within 14 days after receipt of a written demand by the aggrieved party

to effect such remedy, the aggrieved party shall be entitled to terminate this agreement forthwith without notice to such other party, and such termination shall be without prejudice to any right of the aggrieved party to recover, inter alia, any costs, damages or expense arising from or consequent upon such breach, provided that any breach arising out of casus fortuitus, or vis major shall exempt the breaching party from any liability for specific performance or damages arising out of such breach during the continued existence of such casus fortuitus or vis major as the case may be. The entire liability of Company and the Advertising Agency or Advertiser's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in delict, will not exceed the aggregate of the fees and charges paid by the Advertising Agency or Advertiser to Company under this Agreement for the placement of the advertisement from which the damage arose.

10. CONSENT TO JURISDICTION

The Advertising Agent or the Advertiser as the case may be hereby consents in terms of Section 45 of the Magistrate's Court Act 1944 (as amended), to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action to be instituted by the parties in such Magistrate's Court or in any other Court having jurisdiction. All orders, bookings placed and liaisons by the Advertising Agent or the Advertiser as the case may be with the Company shall be deemed to have been so done at the address of the Company's principal place of business as referred to in 1.1 above.

12. GENERAL

- 12.1 No terms and/or conditions other than those set forth herein shall be binding upon the Company unless it is reduced to writing and signed by the Company and the Advertising Agency or the Advertiser as the case may be or their duly authorized representatives.
- 12.2 The parties acknowledge having read and understood this Agreement and are not entering into this Agreement on the basis of any representations not expressly set forth herein.
- 12.3 Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the Agreement between the parties or not.
- 12.4 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against either party hereto in respect of its rights under this Agreement, nor shall it operate so as to preclude either of the parties thereafter from exercising its rights strictly in accordance with this Agreement.
- 12.5 Should any of the terms and conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable.

13. DOMICILIA

- 13.1 The Advertising Agent or the Advertiser as the case may be elects as its chosen domicilium citandi et executandi for all purposes arising out of this Agreement the address set out below and the Company the address as set out in 1.1.
- 13.2 The Company and the Advertising Agency or Advertiser as the case may be shall be entitled from time to time by written notice to one another, to vary their domicilium to any other physical address in the Republic of South Africa.

Thus done and signed at _____ on this _____ day of _____ 20_____.

Full name (please print)

Full name (please print)

Signature

Signature

Capacity

Capacity

He/she/they being fully authorised thereto, before the undersigned witnesses:

Witness

Witness