

Terms of acceptance

1. The advertiser agrees to be bound by these Terms of Acceptance with respect to all or any publications whose advertising is owned or managed by Times Media Limited (*TML*) and further agrees that it shall be bound by the provisions of TML's Rate Card (*the Rate Card*) for the publication in question as it pertains to all matters set out therein including but not limited to the rates for advertisements, technical specifications, material requirements, submission deadlines and cancellation deadlines, and cancellation conditions.
2. All copy for advertisements/advertorials is subject to the approval of TML, who also reserves the right to decline or cancel any advertisements/advertorials or series of advertisements/advertorials.
3. No responsibility will be accepted by TML for loss arising from typographical or other errors. TML's responsibility is limited to industry standard scanning and printing quality. TML is not responsible for any apparent discrepancy in this regard and advertisers are not exempt from liability for the full insertion price reflected on orders and/or copy instructions, should an error have occurred.
4. It is an advertiser's responsibility to supply material suitable for space bookings by TML's copy deadlines as set out in the Rate Card for the publication in question. If copy is not forthcoming, TML has the right to make up copy for space booked. Furthermore, the cost of making up the material will be debited to the advertiser.
5. TML accepts no responsibility for incorrect material supplied.
6. TML shall not be liable for any loss occasioned by the failure of an advertisement to appear on any special date, or at all, for any cause whatsoever.
7. TML will use its best endeavours to place the advertisement correctly as requested by the advertiser but will not be liable for any loss of profits or damages suffered by the advertiser as a result of their failure to do so and any failure in this regard will not entitle the advertiser to withhold payment of the account rendered in any respect. TML shall be exempt from any liability arising from force majeure or where performance of its obligations is prevented by circumstances outside its control.
8. While an enquiry service number may be supplied, this in no way forms part of the contract. TML is not responsible for an omission of an enquiry number, nor the failure to supply the advertiser with enquiries. The advertiser may not, in any way, hold back payment or part thereof should the enquiry number service, for whatever reason, not be supplied.
9. Whilst every effort will be made to place advertisements/advertorials/insertions in requested positions, no guarantees can be given. The placement of advertisements/advertorials/insertions is at the sole discretion of the editor. A guarantee of position is subject to a surcharge being paid by the advertiser as required by the publication in question, otherwise no guarantees will be given.
10. Verbal cancellation will not be valid; only a written cancellation confirmed by TML will serve as notice.
11. Series rates quoted apply only to firm orders, and insertions must be taken up with in a 12 (twelve) month period unless otherwise arranged. Where the number of insertions does not justify the series rate a surcharge will be made. Series rates are subject to rate increases which may be announced from time to time.
12. Should TML agree in its sole discretion to make up, or complete, an advertisement for an advertiser, then all TML's production costs will be for the account of the advertiser as per TML's advertiser service rates. This includes all photography and layout expenses.
13. All amounts payable are due simultaneously with the confirmation of order, save where TML has approved, in writing, an account for the advertiser, in which event;
 - 13.1. Payment is required within 30 (thirty) days from date of statement, unless otherwise agreed in writing;
 - 13.2. TML reserves the right to suspend services if payment is not received on due date;

- 13.3. Nothing herein contained shall be interpreted as obliging TML to afford the advertiser any indulgence to effect payment after due date;
- 13.4. All overdue accounts will bear interest, at an interest rate being, if the National Credit Act, 2005 (*NCA*) applies to this agreement, the maximum permitted interest rate as determined by the NCA or any regulations thereto, or otherwise the rate of 2% (two percent) per month, which interest shall be, the interest to be capitalized monthly, subject to the provisions of the NCA and its regulations, if applicable;
- 13.5. In the event of TML instructing its attorneys to collect any amounts, all legal fees and collection charges, determined as the maximum permitted fees and charges in terms of the NCA and its regulations, if the National Credit Act, 2005 (*NCA*) applied to this agreement, or otherwise a collection commission of 20% (twenty percent) of the amount outstanding, tracing agents' fees, and legal fees as between attorney and advertiser, shall be borne by the advertiser.
14. Once an account has been handed over for collection, all payments made shall firstly be allocated towards such collection/tracing fees and charges, thereafter to interest and finally to capital.
15. A certificate under the hand of any director, manager or accountant of TML whose valid appointment need not be proved by TML, in respect of any indebtedness of the advertiser to TML or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that professional publishing services were rendered, shall be prima facie evidence of the advertiser's indebtedness to TML and prima facie evidence of such other fact and prima facie evidence of the services rendered, for inter alia the purpose of summary judgment.
16. In all cases where the advertiser uses the postal service or any other service to effect payment, such service shall be deemed to be the agent of the advertiser.
17. Where an advertiser is a company, close corporation, partnership or other legal entity, whether or not the liabilities of the entity exceed the assets either at the time of entering the agreement or on publication, the authorising individual who signs any order as contemplated herein shall hereby bind himself/herself as co-principal debtor, in solidum, for the due and punctual payment of all amounts and sums of money which may now or at any time hereafter be or become due as a result of this contract with and shall bind himself/herself to the provisions of these Terms of Acceptance, mutatis mutandis.
18. The advertiser agrees that these Terms of Acceptance constitute a valid contract with TML and certifies that all information given herein by him/her/it to the representative of TML is true and correct.
19. The agreement is governed by South African Law and is subject to the jurisdiction of the South African courts. TML is allowed to institute legal proceedings for the recovery of any amount owing hereunder in the Magistrate's Court of any district which by virtue of Section 28 of the Magistrate's Court Act has jurisdiction over the advertiser, but this does not preclude TML at its own discretion from instituting legal proceedings in the Supreme Court of South Africa which has jurisdiction over the advertiser.
20. All terms and conditions relating to the services are set out herein. All other terms and conditions are excluded unless agreed to in writing by TML, and no other conditions, warranties or representations, whether oral or written, express or implied by statute or otherwise, shall apply hereto.
21. No concession, latitude or indulgence allowed by TML to the advertiser shall be construed as a waiver or abandonment of any of its rights hereunder.
22. In the event that any of the terms of these Terms of Acceptance are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.