

Standard Terms of Sale for Agencies

Definitions

- **“Publisher”** means **EE Publishers (Pty) Ltd**, publishers of **EngineerIT, Energize, Vector** and **PositionIT**.
- **“Publications”** means **EngineerIT, Energize, Vector** and/or **PositionIT**, and any other print or electronic media publications, including magazines, supplements, websites, e-newsletters, e-Zines, etc., published by **EE Publishers**.
- **“Principal”** means the end-client whose products, systems and/or services are being advertised in the Publications.
- **“Agent”** means the duly appointed advertising agent that acts for, on behalf of and on the instruction of the Principal, in booking advertising space and placing advertising material in the Publications.

Terms and Conditions

1. These terms and conditions shall apply to each advertisement and/or any advertising material booked, ordered or instructed to be placed or published in the Journals by the Agent acting on behalf of the Principal.
2. The Agent advises, and the Principal acknowledges, that the Agent is authorised to act for, on behalf of and on the instruction of the Principal, in booking advertising space and placing advertising material in the Publications.
3. Any booking, order or copy instruction for advertising space or the placing of advertising material in the Publications by the Agent on behalf of the Principal shall not be binding on the Publisher until confirmed and accepted by the Publisher in writing.
4. Once a booking, order or copy instruction for the publishing or placing of any advertising material in the Publications has been accepted by the Publisher, and the price has been notified to the Agent, the Agent and/or Principal shall not be entitled to amend or cancel the booking, order or copy instruction without the prior written consent and confirmation of the Publisher, which consent shall not be unreasonably withheld, provided the amendment or cancellation is made in writing before the relevant advertising booking deadline.
5. No booking, order or copy instruction received by the Publisher from the Agent acting on behalf of the Principal for advertising space or the placing of advertising material in the Publications may be transferred to any other third party, and in particular to an end-client who may have different price structures, settlement discounts or terms of payment, without the prior written consent and agreement of the Publisher.
6. Cancellations or amendments before the relevant advertising booking deadline that result in a change in the relevant insertion quantity price breaks applicable (i.e. 1 – 2 insertions, 3 – 5 insertions, 6 – 11 insertions, 12+ insertions), will incur a surcharge on the prices of those advertisements actually booked/taken up, equivalent to the difference between the original quantity rate applicable, and the quantity rate applicable to the revised quantity booked/taken up after cancellation or amendment.

7. The responsibility for checking, approving, issuing and collection of advertising material sent to the Publisher for publishing or placing in the Publications remains with the Agent, who will have no recourse to the Publisher in the event of discrepancies, errors and/or poor quality of the advertising material issued. Any advertising material issued to the Publisher is done and remains entirely at the risk of the Agent.
8. The Publisher shall not be liable for any error in the published or inserted advertising material, except in those circumstances where the Agent and/or Principal can prove that such error is solely due to the negligence of the Publisher.
9. The maximum remedy of the Agent or Principal for such error shall be the placement of the advertising material in a subsequent issue of the relevant Publication by the Publisher, at no cost to the Agent or Principal.
10. The Publisher shall use its best endeavours to ensure that advertising material is placed in the relevant issue of the Publication required by the Agent and/or Principal as indicated on their order forms or copy instructions, for publication on the notified date.
11. However, the Publisher shall not be liable to the Agent, Principal or any third party for any consequential loss or damage caused by any delay or error in publishing the Publication or advertising material.
12. Whilst reasonable efforts will be made by the Publisher to accommodate requests or requirements by the Principal and/or Agent for special positions for advertisements published or advertising material placed in the Publications, including such requirements stated on the Agent's or Principal's order forms or copy instructions, these shall not be taken as guaranteed or binding on the Publisher unless specifically agreed to and confirmed by the Publisher in writing on a case-by-case basis. These special positions include (but are not limited to) inside or outside front or back cover, centre position, right hand side page, or within a specified section, position or order within a Publication. Such guaranteed special positions are always subject to availability, layout and other constraints in the Publication, and a specific quotation with a price premium above the Publisher's standard advertising rates.
13. Although reasonable efforts will be made by the Publisher to accommodate such requests (above), failure to accommodate these requests or requirements in the published Publication shall not be accepted as a valid reason for delayed payment to or non-payment of the Publisher by the Agent and/or Principal unless the advertisement has specifically been guaranteed a special position by the Publisher by way of a specific quotation (with a price premium) that has been agreed to and/or confirmed by the Publisher in writing prior to the applicable advertising booking deadline.
14. A credit account with the Publisher may be opened on application by the Agent.
15. Applications are subject to normal credit control procedures and may be granted, refused or terminated at the sole discretion of the Publisher.
16. Credit is granted by the Publisher subject to acceptance by the Agent and Principal of the Publisher's standard Terms of Sale (this document).
17. If credit has been granted to the Agent, and an account with the Publisher has been opened in terms of the Publisher's normal credit control procedures, then payment for advertising material published or placed in the Publications by the Agent on behalf of the Principal shall be strictly within 45 days from the end of the month in which the Publisher's invoice is dated (this being on or shortly after the date of publication of the relevant Publication).

18. Payments to the Publisher shall be made either by direct deposit or electronic funds transfer (EFT) into the Publisher's bank account, or by cheque or in cash at the Publisher's premises, on or before the payment due date. The onus is on the Agent to ensure payment is received into the Publisher's bank account or at the Publisher's premises on or before the due date. Postal delays are not accepted as a reason for late payment.
19. Collections of cheques will only be made by the Publisher in exceptional circumstances if specifically arranged and agreed to by the Publisher in writing on a case-by-case basis.
20. If the Agent has a problem or query with respect to any invoice from the Publisher, or has any intention to delay payment of any invoice beyond the due date for any reason whatsoever, then the Agent shall formally bring the matter to the attention of the Publisher in writing within two weeks of the date of the invoice, so that the query and/or any alleged problem, error or non-performance can be properly investigated, addressed and resolved between the parties.
21. It is specifically recorded here that the publishing of an advertisement or the placing of advertising material in the Publications by the Agent and/or Principal does not guarantee the publication of any article, or any company, project or product or other news item. Only paid content bearing the word "Advertorial" is guaranteed publication in the Publications in the same way as an advertisement.
22. Any advertising agency trade discount/commission offered by the Publisher to the Agent is strictly at the discretion of the Publisher, and no standard agency discount/commission is applicable, other than what has been specifically quoted and agreed to by the Publisher with each Agent on a case-by-case basis.
23. Any trade agency discount/commission offered by the Publisher to the Agent is not applicable to advertisements or advertising material already booked or placed in the Publications by other parties, including by other advertising agencies and/or directly by the Principal (end-client) with the Publisher.
24. As per the relevant quotation(s) from the Publisher, the price(s) invoiced by the Publisher shall be strictly net and after any trade discount has been deducted, with no further settlement discount or any other further agency discount/commission applicable.
25. The due date for payment(s) by the Agent to the Publisher for advertisements published or advertising material placed in the Publications on behalf of the Principal shall not be dependent on whether or when the Agent in turn receives payment from the Principal or any other party, and is independent of any terms of payment that may have been arranged between the Principal and the Agent.
26. Interest at the prime overdraft rate charged by ABSA Bank plus 2% shall be chargeable on all overdue accounts, calculated from the due date to the actual date of payment of the account, both days inclusive.
27. The Agent shall ensure that the Principal is fully aware of and has a copy of these standard Terms of Sale of the Publisher.
28. In operating a credit account with the Publisher, the Agent confirms they are fully aware of, have on record and accept these standard Terms of Sale of the Publisher.