



## **STANDARD TERMS AND CONDITIONS FOR ADVERTISERS**

### **World Federation of Occupational Therapists**

These Standard Terms and Conditions for Advertisers are incorporated into the Advertising Agreement between WFOT ("WFOT") and the entity placing the order for advertising ("Client").

All bookings, orders or other requests by the Client for advertising are governed by these Standard Terms and Conditions for Advertisers. No other conditions, provisions or terms of any sort appearing in any documents or communications made in connection with any order will be binding on WFOT whether in conflict with or in addition to these Standard Terms and Conditions for Advertisers.

Orders which quote rates other than WFOT's then current published rates will not be binding on WFOT (unless approved by WFOT in writing), and will be deemed requests for advertising on the terms of this Advertising Agreement at WFOT's then current rates.

All advertising costs must be paid in advance of the campaign and WFOT will not be required to fulfil any of its obligations under this Advertising Agreement until such payment has been properly executed by the Client.

Any offer by WFOT to publish advertisements for the Client is made on these Standard Terms and Conditions for Advertisers only, and the placement or other communication of an order for advertising or content integration with WFOT will constitute the Client's unconditional acceptance of these Standard Terms and Conditions for Advertisers.

WFOT reserves the right to reject or cancel any advertising at any time in its sole discretion (including at any time after the commencement date). Any failure by WFOT to publish any requested advertisement or to integrate any particular item of content will be deemed to constitute a rejection of the order for such advertisement, but does not constitute a breach of contract or otherwise entitle the Client to any legal remedy.

If the Client asks WFOT to produce an advertisement or item of content for integration, the Client must: i) pay the "production fee" set out in the WFOT Advertising Rates, or if no production fee is specified then the amount set out in WFOT's then current rates, and ii) provide WFOT with all relevant material and design instructions at the time of completion of the order.

All relevant material must be supplied in the manner and in the format WFOT specifies. WFOT will not be required to publish any advertisement nor will it be liable for any form of loss, damage, liability or expense resulting from any delay or error in any publication.

If the Client fails to supply WFOT with all relevant material in accordance with these Standard Terms and Conditions for Advertisers WFOT will procure the production of the advertisement and submit it to the Client for approval.

Included in the production fee is the opportunity to request amendments or alterations to the advertisement on one occasion only. Each subsequent request for amendment or alteration will incur an extra fee at WFOT's then current rates.

The Client represents and warrants to WFOT that it is fully authorised to publish the entire contents and subject matter of all advertisements submitted to WFOT (including, without limitation, all text, graphics, icons, photographs, materials provided to WFOT for production purposes, URLs, and sites to which URLs are to be linked), and that all such contents and subject matter will comply with all applicable laws, regulations and relevant industry codes. If the relevant advertisement includes any information on a competition or promotion, the Client: i) acknowledges and agrees that WFOT is not the promoter, ii) will ensure that the advertisement does not imply that WFOT is the promoter, iii) will ensure that the correct identity of the promoter is set out on the website represented by the hyperlink embedded in the advertisement, and iv) will ensure that all applicable permits have been obtained, and all applicable regulations governing the conduct of the relevant competition/promotion have been complied with.

The Client agrees unconditionally to indemnify WFOT and hold WFOT harmless (including all of its officers, agents employees and affiliates) from and against any and all loss, damage, liability and expense (including all reasonable legal fees) suffered or incurred by reason of any claims, proceedings or suits based on or arising out the publication of, or any act or omission in relation to, the advertisements, including but not limited to claims related to defamation, contempt of court, rights of publicity and/or privacy, copyright infringement, trade mark infringement, misleading or deceptive conduct and any failure to comply with or fulfil any representations, warranties or agreements made in the relevant advertisement or on any website represented by a URL shown or embedded in the relevant advertisement or any object in such advertisement.

All order provisions regarding positioning of advertisements will be treated as requests which will be fulfilled at WFOT's sole discretion. Advertisements that simulate WFOT's editorial matter in appearance or style, or that are not readily identifiable as advertisements, are not acceptable. WFOT may in its sole discretion label any advertisement as an "advertisement" for clarification and may stipulate other conditions to ensure that it is clear that the advertisement is not WFOT editorial matter.

All of WFOT's advertising and production rates are subject to change at WFOT's sole discretion. WFOT will use its commercially reasonable efforts to announce all advertising and production rate changes at least thirty (30) days in advance of their effective date. In the event WFOT makes a rate change in respect of a period (or any portion thereof) for which the Client has placed an order for advertising with WFOT and upon subsequent notice to WFOT by the Client that the Client wishes to cancel its order (or relevant portion) due to such rate change, WFOT will have the option of either: i) allowing the Client to cancel that portion of its order affected by the rate change in which case the order will be cancelled within thirty (30) days of receipt by WFOT of the relevant notice from the Client, or ii) acknowledging that the lower rate will apply for the remainder of the then current term of the Advertising Agreement after which time, if the agreement is extended or renewed, all rates will be adjusted in accordance with WFOT's then current advertising and production rates and amended thereafter as notified by WFOT from time to time.

The Client acknowledges, warrants and undertakes that any and all commercial terms offered to them in respect of any documentation comprising this Advertising Agreement is Confidential Information and shall not be disclosed to any third party without the prior written consent of WFOT. In the event that the Client breaches their confidentiality obligations to WFOT, WFOT reserves the right to cancel this Agreement forthwith, and to pursue the Client for all equitable relief including damages.

The Client warrants and represents to WFOT that each website represented by any URL shown or embedded in any relevant advertisement or any object in any advertisement: (i) is controlled and operated by the Client, its independent contractors or a client of the Client (in the event the Client is an advertising agency applying on behalf of its own client), (ii) will be functional and accessible at all times, (iii) will at all times operate in compliance with all applicable laws, regulations and relevant industry codes, and (iv) is suitable in all respects including subject matter to be linked to from the WFOT website containing the advertisement. WFOT may test all relevant URLs, and may remove any URLs which in WFOT's sole unfettered opinion fail to comply with the any of the above requirements at any time.

By submitting an Advertising order to WFOT, the Client agrees to be liable for all relevant fees and costs of such order. Unless otherwise indicated in the relevant order and agreed by WFOT in writing, the Advertising Agreement commences on the later of the two signature dates on the Agreement.

WFOT or the Client may terminate the Advertising Agreement at any time on 30 days' notice on a 3 month Agreement. No termination or expiration of the Advertising Agreement will terminate or otherwise affect the warranties and indemnities provided by the Client herein or the Director's Guarantee and Indemnity which will continue in respect of this Advertising Agreement and any subsequent and/or other advertising agreement between the parties, and all such warranties and indemnities and the Director's Guarantee and Indemnity will survive and remain in full force and effect in respect of the performance of all of the Client's relevant obligations.

The provisions of this paragraph are subject to the terms of the following paragraph regarding Australian consumer warranties. Any of WFOT's services which are the subject of these Standard Terms and Conditions for Advertisers are provided without warranties of any nature, and WFOT disclaims all warranties, express or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose. In no event will WFOT be liable for any form of loss, damage, liability or expense whatsoever including but not limited to consequential, indirect, incidental, or special damages, damages for loss of profits, business interruption, loss of or unauthorised access to information, and the like, even if WFOT has been advised of the possibility of such damages.

In no event will WFOT be liable to the Client for an amount in excess of the total dollar amount actually received by WFOT from the Client for the relevant advertisement. The Client acknowledges that WFOT has not made any warranties in respect of any advertisement, the use of statistics or the level of impressions to be achieved. WFOT will use its reasonable commercial endeavours to achieve the level of impressions set out.

In consideration of WFOT's review for acceptance of any advertising for publication or content for integration, the Client agrees not to make promotional or merchandising reference to "WFOT" or any of WFOT's affiliates in any way except with the express written authorisation of WFOT in each instance.

These Standard Terms and Conditions for Advertisers embody the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements and understandings between the parties with respect to its subject matter. All existing advertising agreements between the parties (if any) are by agreement of the parties hereby terminated and of no further legal effect except for any provisions in such agreements which are expressed to survive termination or expiration.

This agreement does not create a joint venture, partnership, employment, or agency relationship between WFOT and the Client. WFOT will not be taken to have waived or modified any terms of the Advertising

Agreement except by an express statement in a document signed by a duly authorised representative of WFOT.

If any provision of these Standard Terms and Conditions for Advertisers is found invalid or unenforceable pursuant to judicial decree or decision, the remaining provisions will remain valid and enforceable, and the unenforceable provisions will be taken to be modified to the extent necessary to make them enforceable. WFOT may send electronic mail to the Client for any notices or notifications.

All notices to WFOT relating to any legal claims or matters must be made in writing to Secretariat, WFOT, PO Box 30, Forrestfield, Western Australia 6058, Australia.

**Duration of Advertising:** .....

**Cost of Advertising:** .....

**WFOT or the Client may terminate the Website Advertising Agreement at any time on 30 days' notice provided that the advertisement has been booked for 3 months.**

Signed:.....(Client)      Date:.....

Signed:.....(WFOT)      Date:.....