

# Terms & Conditions of Sale of Advertising Space

## 1. Definitions

1.1 The following words and expressions shall have the following meanings unless the context otherwise requires:

- "Advertisement" means any page or part thereof containing graphics or text put forward by the Advertiser to be printed or substituted on a page or separately inserted into a Magazine and onto the website;
- "Advertiser" means an advertising agency where an advertising agency is used or any person, partnership or company and/or its agent placing bookings for the insertion of an Advertisement;
- "Advertising Booking Form" means confirmation by the Company in writing (by scanned email, post or by fax) that your booking has been accepted;
- "Advertising Copy" means advertising text, content or graphics intended for reproduction by the Company as an Advertisement;
- "Advertising Rate" means the rates set out from time to time in the Media Pack;
- "Advertising Space" means advertising space available on a Magazine booked by the Advertiser pursuant to these Terms;
- "Advertisement Specifications" means the specification for Advertisements set out in the Media Pack;
- "Agency Commission" means commission payable at 16.5% of the Advertising Rate or any other rate stipulated per country;
- "Company" means Prime Media Publishing Group Pvt Ltd, a company registered in Zimbabwe with registration number 15894/2023 whose subsidiary is Prime Media Network Pvt Ltd
- "Contract" means any agreement for the sale and purchase of Advertising Space which is entered into between the Company and the Advertiser;
- "Frequency Discount" means the discount set out in the Media Pack;
- "Magazine" means the Company's print and on-line magazines,
- "Media Pack" means the information pack contained on the Site Media Pack / Winger;
- "Notice of Cancellation" means the notice from the Advertiser either in writing to [info@primediapublishing.co.zw](mailto:info@primediapublishing.co.zw) or cancellation via telephone on +263 (771)196983/ +263 714 120 828, +26378 7044415, informing the Company that the Advertiser wishes to cancel the Contract;
- "Production Deadline" means the dates specified in the Media Pack for editorial material, advert booking and advert artwork;
- "Site" [primediapublishing.co.zw](http://primediapublishing.co.zw)
- "Short Rate" means the discount set out in the Media Pack;
- "Terms" means these terms and conditions and the terms of the Privacy Policy and the Site Terms and Conditions of Use;
- "Working Day" means each day excluding Saturdays, Sundays and other public holidays.

### 1.2 In these Terms

- 1.2.1 words in the singular include the plural meaning and words in the plural include the singular meaning; use of any gender includes the other genders;
- 1.2.2 headings are for reference only and do not affect the meaning or interpretation of these Terms;
- 1.2.3 references to any act, regulation, code of practice or statutory order shall be interpreted so as to include any change, re-enactment or extension of the act, regulation, code of practice or statutory order; and
- 1.2.4 any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

## 2. Basis of Contract

- 2.1 These Terms shall apply to the sale by the Company of all Advertising Space purchased by the Advertiser via the telephone, post, or fax and these Terms shall govern each Contract to the exclusion of any other terms and conditions introduced or submitted by the Advertiser.
- 2.2 When an Advertiser places a booking for Advertising Space in the Company's Magazine over the telephone or sending a booking form by post or by fax this will constitute an offer.
- 2.3 Acceptance of a booking and the completion of the Contract shall take place on the date of the Company's Advertising Booking Form.

## 3. Acceptance of Advertisement

- 3.1 Advertisements are accepted subject to the following conditions:
  - 3.1.1 the Advertising Copy must be received by the Company no later than 1 week prior to the relevant Production Deadline and the Advertiser shall supply the Advertising Copy in such forms as the Company shall specify in the Advertisement Specifications.
  - 3.1.2 approval of Advertising Copy shall not in any way prejudice the Company's right to reject the Advertising Copy; and
  - 3.1.3 advertising Space being available.
- 3.2 The Company has at its absolute discretion the right to omit, suspend or change the position of any Advertisement accepted including but not limited to the following reasons:
  - 3.2.1 to comply with legal or moral obligations placed on the Company or any Advertiser; and
  - 3.2.2 to avoid infringing third party's rights Advertising Standards Authority of South Africa and all other codes under the general supervision of the same bodies across Africa.
- 3.3 If the Company decides that the Advertisement Copy is unsuitable in accordance with clause 3.2, the Company will notify the Advertiser in writing who must supply an alternative copy within 2 Working Days of receiving the notification unless otherwise agreed by the Company in writing. If the alternative copy is not accepted, the Company shall be entitled at its discretion to repeat a previous accepted Advertisement Copy or to publish other suitable material and shall be paid by the Advertiser in full for the Advertising Space booked.
- 3.5 The Company may make any additions to, changes in or deletions from any Advertisement Copy required by any competent authority, provided that the Company shall inform the Advertiser prior to making any addition, change or deletion, where reasonably practicable.
- 3.6 In the event that the Advertising Copy does not comply with the Advertisement Specification the Company shall be permitted to either reject or change the Advertising Copy to comply with the Advertisement Specification. Such changes may include (but are not limited to) reformatting, cropping, resizing and editing.
- 3.7 In the event that the Company fails to publish any Advertisement in accordance with clause 3.2, 3.3, 3.4, 3.5 and 3.6, the Company shall not incur any liability to the Advertiser for any damage or loss in respect of non-publication.
- 3.8 It is the responsibility of the Advertiser to check that the Advertisement Copy is correct. Without prejudice to clause 3.2, the Company accepts no liability for any error in the Advertisement, or in the case of multiple Advertisements the repetition of an error unless notified to the Company immediately at the point at which the error occurs.

## 4. Advertisement Content and Advertisement Warranties

- 4.1 The Advertiser warrants that:
  - 4.1.1 it has the full power and authority to enter into and perform these terms;
  - 4.1.2 it complies with all applicable laws, rules and regulations and any industry codes or rules (by which the Advertiser or the Company may be bound) that are in force at the time the Advertisement is to be inserted;
  - 4.1.3 the Advertisement does not contain any material that shall breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Company liable to any claims or proceedings whatsoever;
  - 4.1.4 in respect of any Advertisement submitted which contains the name or pictorial representation (photographic or otherwise) of any living person and / or any part of any living person and / or copy by which any living person is or can be identified, the Advertiser has obtained any authority of such living person to make use of such name, representation and / or copy;
  - 4.1.5 the Advertisement submitted is not obscene or libellous;

**4.1.6** the Advertisement and any information submitted must be legal, decent, honest and truthful and comply with the Advertising Standards Authority of Zimbabwe's Code of Advertising Practice and all other relevant codes under the general supervision of the Authority;

**4.2** The Advertiser agrees to indemnify the Company and keep it indemnified against all claims, costs, proceedings, demands, losses, damages or expenses whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms herein contained or implied by law.

## **5. Payment**

**5.1** The Company will invoice the Advertiser for the agreed Advertising Rate following the Company's Advertising Booking Form. Invoices will be due and payable within 30 days of the date of the invoice.

**5.2** Subject to clause 5.3 below, the Advertising Rate to be paid by the Advertiser is the rate displayed in the Company's Media Pack at the time when the booking is received by the Company subject to any discounts agreed in writing by the Company. The Company reserves the right to change the Advertising Rate at any time without notice.

**5.3** In the event that the Company discovers an error in the price of the Advertising Space booked by the Advertiser, the Company shall notify the Advertiser as soon as possible providing the Advertiser the option of either reconfirming the booking at the correct price or cancelling the booking. If the Company is unable to contact the Advertiser for the purposes of this clause 5.3, the booking shall be deemed cancelled and where the Advertiser has already made payment for the Advertising Space this shall be refunded in full.

**5.4** In the event that payment is not made by the due date in accordance with clause 5.1 above (in respect of which time shall be of the essence) the Company reserves the right to charge interest on the amount outstanding at a rate of 2% above the base rate of Reserve Bank of Zimbabwe accruing daily.

## **6. Contract Cancellation**

**6.1** The Advertiser shall have a period of 10 Working Days from the date of the Company's acceptance of a booking in which it may issue a Notice of Cancellation. Cancellations are subject to a 0% cancellation fee within 10 days and 50 % thereafter.

**6.2** A 50 % cancellation fee will be payable following the period exceeding 40 Days from the date of the Company's acceptance of a booking in accordance with clause 2.3. The Company reserves the right to repeat previous accepted Advertising Copy if an Advertising Copy is not received by the advert artwork Production Deadline and shall be paid by the Advertiser in full for the Advertising Space booked.

**6.3** Any Frequency Discount granted by the Company to the Advertiser for multiple Advertisement insertions will apply only in the event that all the Advertisements contemplated are placed. In the event that the Advertiser cancels or does not include any multiple Advertisements, the Advertiser will lose the right to the Frequency Discount and will be charged at the Short Rate.

## **7. Indemnity and Liability**

**7.1** Nothing in these Terms excludes or limits the liability of the Company for death or personal injury caused by the negligence of the Company or any other liability which may not otherwise be limited or excluded under applicable law.

**7.2** Subject to clauses 7.1 and notwithstanding this clause 7, the Company's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by the Advertiser for the Advertising Space in respect of one incident or series of incidents attributable to the same cause.

**7.3** Subject to clause 7.2 above, the Company shall not be liable in contract, tort (including limitation negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Terms for any:

**7.3.1** economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or

**7.3.2** loss of goodwill or reputation; or

**7.3.3** special or indirect losses

suffered or incurred by that party arising out of or in connection with the provision of any matter under these Terms.

**7.4** The Advertiser shall indemnify the Company against any claim, cost, loss, damage and/or expense that the Company may incur as a direct or indirect consequence of the Company publishing the Advertisement in accordance with the instructions of the Advertiser.

## **8. Copyright**

The Advertiser hereby grants to the Company a worldwide licence to reproduce, display and copy the Advertisement in the Magazine and all its websites.

## **9. Agency Commission**

**9.1** Agency Commission shall be payable to those Advertisers with whom the Company has entered into an arrangement for the referral of advertising business provided that the Advertiser can demonstrate that clause 9.2 has been satisfied.

**9.2** In order to claim Agency Commission the Advertisements must comply with clauses 3 and 4 and the Advertising Rates paid in accordance with clause 5.1.

## **10. Miscellaneous Provisions**

**10.1** This Contract shall be governed by the laws of Zimbabwe, South Africa and the rest of African countries based on the physical address of the advertiser and any dispute will be resolved exclusively in the courts of the respective countries.

**10.2** The Company shall be under no liability for any delay or failure to deliver Advertising Space or otherwise perform any obligation as specified in these Terms if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

**10.3** If any portion of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these Terms shall not be affected.

**10.4** These Terms do not create or confer any rights or benefits enforceable by any person that is not a party.

**10.5** No delay or failure by the Company to exercise any powers, rights or remedies under these Terms will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of the Company.

**10.6** These Terms including the documents or other sources referred to in these terms and conditions supersede all prior representations undertakings and agreements between the Advertiser and the Company and set forth the entire agreement and understanding between the Advertiser and the Company.