



# Terms and Conditions

## Bus Shelter Advertising Space

### 2. Definitions

The following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

**“Advertiser/s”** means the party identified in the Applicant details of the Bus Shelter Advertising Booking Form.

**“Advertisement”** means the material lodged by the Advertiser intended for display in the nominated advertising location.

**“Agreement”** means this Agreement in writing between Advertiser and Council and all schedules to it.

**“Artwork”** means the visual display to be placed in the advertising space.

**“Booking”** means a booking for advertising space made by the Advertiser to Council by submitting a completed & signed Bus Shelter Advertising Booking Form.

**“Bus Shelter Advertising Site”** means the location or locations nominated in Council’s Schedule where the bus shelter advertising is to be displayed.

**“Business day”** means Monday to Friday inclusive, excluding days which are recognised as public holidays in the Redland City.

**“Cancellation date”** means to cancel, terminate, stop or discontinue specified Bus Shelter Advertising.

**“Cancellation or Termination”** means to cancel, terminate, stop or discontinue specified Bus Shelter Advertising.

**“Commencement Date”** means the date Council communicates its acceptance of the Advertiser’s completed Bus Shelter Advertising Booking Form.

**‘Not for Profit Organisation’** includes groups which exist primarily to undertake:

- i. community service activities;
- ii. cultural service activities;
- iii. environmental activities; or
- iv. recreational activities.

**“Panel Maintenance Fee”** means the fee/s outlined in Council’s Fees and Charges for the installation, removal or relocation of your Bus Shelter Advertising Panels. These fees may be increased by the Council at the commencement of a new Financial Year.

### 3. Booking of Advertising Spaces

- a) To order any advertising space, Advertisers must submit to Council a completed & signed Bus Shelter Advertising Form.
- b) No contract will exist between the parties until Council communicates a confirmation of the Bus Shelter Advertising booking in writing.
- c) To order additional advertising spaces for an existing application, Advertisers must submit to Council a completed & signed Bus Shelter Advertising Amendment Form.
- d) There is a maximum of 15 panels per advertiser and Council requires the proof before going to print to approve before installation.

### 4. Advertising Booking Terms

- a) The billing period commences from the date that Council accept your application, however the invoices will not be sent until the two week manufacturing period has passed or Council receive notification of completion of panel printing
- b) All bookings must be for a minimum of ninety (90) days or one quarter in quarterly terms.
- c) The chosen and confirmed Bus Shelter Advertising site will be held for the advertiser for 2 weeks once paperwork is received.
- d) The Panel Maintenance Fee is payable by the Advertiser as outlined in Council’s Fees & Charges Schedule at the commencement of the Bus Shelter Advertising Booking Form. This Fee is non-refundable and will be used to meet the cost of any maintenance, installation, removal, relocation or additional panels added to the Bus Shelter Advertising account.
- e) The Panel Maintenance Fee is payable by the Advertiser as outlined in Council’s Fees & Charges Schedule each time a change including removal of panels or additional panel/s that are added to the account.

### 5. Obligations Of The Advertiser

- a) The Advertiser must arrange for fabrication and delivery of their Advertising panel/s within two (2) weeks of Council’s acceptance of the Bus Shelter Advertising Booking Form. Panel/s must be made on aluminium (preferred) or corflute with an anti-graffiti coating, at the size of 1740mm x 1200mm  
\*Note – graffiti cannot be cleaned from corflute panels and may cause damage. Aluminium panels with the anti-graffiti coating are preferred.
- b) If during the term this Agreement the Advertiser becomes aware of any damage to the sign that requires cleaning or repair, the Advertiser is to advise Council in writing.

### 6. Obligations Of Council

- a) Council agrees to install the Advertisement at the nominated location within seven (7) business days of receipt of the panel from the Advertiser for Mainland locations, and within thirty (30) business days for North Stradbroke Island locations.
- b) Council agrees to display and maintain the Advertisement in good condition during the term of this Agreement, including the removal of graffiti or vegetation in the vicinity of the advertisement. Should the advertising panel require significant repair or reprinting, Council IS NOT RESPONSIBLE for the cost of these replacement panels.
- c) In line with Council’s Workplace Health and Safety Policy, Council will be responsible for the installation, removal and relocation of advertising panels.

### 7. Payment Of Fees

- a) The Advertiser is responsible for all costs associated with the design and manufacture of the advertising panel/s.
- b) Council will set all applicable Fees and Charges in respect to Bus Shelter and Seat Advertising. The fees and charges will be published in Council’s Register of

# Terms and Conditions

## Bus Shelter Advertising Space

Fees document and can be viewed on Council's Website.

- c) The Advertiser will pay all necessary fees and charges within thirty (30) days of the invoice being issued.
- d) Should the invoice not be paid by the due date, Council reserves the right to **TERMINATE THE CONTRACT, REMOVE ANY ADVERTISING PANELS** and if necessary, refer the overdue account to Council's debt recovery agency.
- e) Upon Council's confirmation of the Bus Shelter Advertising Booking Form, the initial invoice will be issued for the payment and the fees will be adjusted on a pro-rata basis. Thereafter fees will be invoiced for payment at the beginning of the new quarter or ninety (90) day period. The initial invoice will include the upfront panel maintenance fee for the chosen number of panels.
- f) On receipt of the Bus Shelter Advertising Cancellation Form, Council will process the cancellation to include the;
  - i. Collection of any unpaid fees; and/or
  - ii. Refund any monies owed

### 8. Not For Profit Organisations / Council

- a) Notwithstanding Clause 7, Not for Profit Organisations/Council are exempt from paying the quarterly or ninety (90) day fee for specific advertising space. This will also require approval from the Group Manager and there will be a cost for the contractor to install the panels.
- b) After three (3) months has elapsed from the Commencement Date, a Not for Profit/Council Advertiser may have their booking cancelled or amended if a fee paying Advertiser has requested the space that the Not for Profit Advertiser is occupying. In this instance, the Not for Profit Advertisement may be removed or relocated at the Council's discretion with a limit of one (1) space on the mainland and two (2) spaces on North Stradbroke Island.
- c) The maximum time period in which a Not for Profit/Council applicant can hold a valid Bus Shelter Advertising agreement is three (3) months. Once the three (3) month period has expired, the applicant must wait a minimum of six (6) months before being eligible to re-advertise as a Not for Profit/Council applicant.

### 9. Assignment

- a) The Advertiser's rights and obligations are not assignable without the consent in writing of Council. The Advertiser will remain liable under this Agreement notwithstanding any sale of its business if this Agreement is not assigned to the purchaser with Council's consent and documented to Council's satisfaction. Council reserves the rights to recover debts due under this Agreement from individuals or other parties who may own the Advertiser during the term of this Agreement.

### 10. Removal Of Panel/Refusal To Display

- a) This Agreement may be varied or cancelled if the display panel(s) is/are required to be removed by Council or other Government bodies. In such case the

Advertiser will receive a pro-rata refund or be offered alternative space.

- b) Council retains the right to refuse to display any advertisement for any reason.

### 11. Indemnity

- a) The Advertiser indemnifies and releases Council from all claims and prosecutions made on or against Council in respect of the display of any of the Advertiser's copy. The Advertiser warrants that:
  - i. the exhibition of the displays will not contravene any legislation, regulation, rule or requirement of any lawful or statutory authority, or any public or private right;
  - ii. the advertising display will comply with the requirements of the Code of Ethics of the Australian Association of National Advertisers and the Advertising Standards Board and additionally for alcohol related advertising, the Advertiser must obtain an approval number under the Alcohol Advertising Pre Vetting System administered by Australian Associated Brewers and Distilled Spirits Industry Council of Australia. The Advertiser must on request provide evidence of compliance and approval.
- b) The Advertiser shall keep Council indemnified against any claims whatsoever and however arising whether directly or indirectly as a consequence of any breach of the warranty in this clause.

### 12. Settlement Of Disputes

- a) The parties agree to try to resolve any dispute concerning the Agreement for Bus Shelter Advertising through means such as further negotiations, mediation, conciliation or independent expert determination prior to initiating litigation or arbitration.

### 13. Termination

- a) Either party may terminate the Advertising Space Booking by providing at least thirty (30) days written notice to the other party and completion of the Bus Shelter Advertising Cancellation Form. The Advertiser will remain liable for payment of fees up to and including the date of cancellation.
- b) This Agreement is subject to immediate cancellation by Council at its sole discretion without further notice to the Advertiser as a result of a breach of any part of this Agreement by the Advertiser that is not rectified within ten (10) business days of being provided with notice to rectify the breach, in writing, by Council.

### Declaration

I declare that all the information provided is true and correct. I have read and understand the fees, charges and termination conditions and agree to abide by the terms and conditions for the provision of bus shelter advertising space attached.

Signature(s)

Date

Witness

Date