

Talent Corp Standard Terms & Conditions:

Agreement

1) Any Media Booking placed by or work commissioned by a Client with The Brand & Talent Corporation Pty Ltd (The Agency) shall constitute an order by a Client to acquire Services on the terms set out in these Standard Terms and Conditions and in the Contract/Booking Agreement.

Payment

2) The Client will be charged for the provision of Services at the rates set out in the Booking Agreement. The Client will be liable as principal debtor for payment of amounts invoiced by The Agency.

3) If the Client gains or has an existing credit account with The Agency, the Client will be provided an invoice on a monthly basis for the value of Services provided during the preceding month and Client must pay the amount invoiced in accordance with the terms of that invoice and in any event, no later than 28 days from the date of that invoice.

4) If payment for Services is not made when due, The Agency may, in its discretion:
(a) charge interest on the unpaid amount at the rate charged by the Australia and New Zealand Banking Group Limited as its Index Rate from time to time plus 3% until such amount is paid; and/or
(b) suspend broadcast of any advertising material ordered by the Client until such time as all outstanding payments are received by The Agency.

5) The Agency may at any time at its discretion and without notice alter or suspend credit facilities.

6) If the Client does not have a credit account, or the value of Services exceeds the available credit limit, payments for Services must be made at least 31 business days prior to advertisements going to air. If payment is not made, advertisements will not be aired and the Client shall remain liable for commercial airtime allocated.

Conditions of Services

7) The Agency:

(a) reserves the right to refuse to accept for broadcast or to broadcast any advertising material; and
(b) may, at its discretion and at any time, cancel, reschedule or replace any advertising.

8) The Client acknowledges and agrees that:

(a) advertising within this agreement by The Agency is subject to unforeseen changes and The Agency may reschedule Bookings at any time;
(b) Services may be subject to interruption; and
(c) it must not re-sell, sub-license or sub-contract any airtime allocated to it other than with the consent of The Agency.
(d) The Brand & Talent Corporation will receive media commissions and reserves the right to charge margins.

9) The copyright and other intellectual property rights of any Media Plans/Sales Maps created by The Agency shall be the property of The Agency.

10) The Client must lodge advertising material in accordance with the Material Instruction Lodgment Requirements of The Agency. If the Client fails to comply with the Material Instruction Lodgment Requirements with respect to certain advertising material, The Agency is under no obligation to Broadcast that advertising material. The Client shall remain liable for allocated advertising where material is not lodged in accordance with the Material Instruction Lodgment Requirements.

Warranties

11) The Client warrants that advertising material and other information provided to The Agency by the Client:

(a) complies with all laws, statutes, regulations, codes of practice and any standards determined by any relevant regulatory agency or industry self-regulatory body applicable to Services;

(b) complies with any standard or requirement specified by The Agency and notified to the Client from time to time;

(c) does not infringe copyright, trademark or other legal rights of any person;

(d) is not false or misleading and is true in substance and in fact;

(e) does not infringe the Trade Practices Act 1974; and

(f) does not contain anything which may give rise to any cause of action by a third party against The Agency, including without limitation material which is misleading and deceptive or defamatory or obscene or which infringes any right of privacy or personality or which otherwise causes injury or damage to any person.

Indemnities

12) The Client indemnifies and will keep indemnified The Agency against any action, claim, loss or expense arising from the broadcast of advertising material lodged with The Agency by the Client or any breach by the Client of the warranties in clause 11 of these Standard Terms and Conditions or other clause of the Contract/Booking Agreement or these Standard Terms and Conditions.

Liability

13) The Agency has no liability to the Client whether in contract, tort or otherwise for any loss, cost or damage (including without limitation for or in respect of any consequential, special or indirect liability, loss, damage, cost, charge or expense, loss of profits or data) arising from the broadcast of any advertising material provided by the Client to The Agency.

14) To the extent permitted by law, all implied representations, conditions or warranties by The Agency, whether based in statute, common law or otherwise, are excluded. Liability of The Agency for any breach of a term or condition implied by law is limited, at The Agency's option, to the supply of any service again or the payment for the cost of having any service supplied again.

15) The terms and conditions of the agreement concluded between the Client and The Agency are set out exhaustively in the booking agreement in these standard terms and conditions and comprise the entire agreement of the parties. The booking agreement and these standard terms and conditions supersede and exclude any prior representations, negotiations, arrangements, understandings, communications or agreements between the Client and The Agency relating to the subject matter of the booking agreement.

Termination

16) The client may not cancel an accepted (signed or email/sms authorisation) Advertising Order/Booking Authority prior to the expiration term without the written consent of The Brand & Talent Corporation in its absolute discretion. The Client warrants all subsequent termination terms for each Media supplier engaged as result of executing this media campaign/Advertising

Order/Booking Authority.

- (a) All cancellation penalties, fees and charges will be passed onto the client.
- (b) The Agency can immediately terminate upon the provision of notice where the other party has breached a term of the said Agreement; or
- (c) The Agency can immediately terminate upon the provision of notice if the Client is Insolvent or ceases to carry on business.

Governing Law

17) The Agreement between The Agency and the Client will be governed by the laws in force in New South Wales and each party submits to the jurisdiction of courts exercising jurisdiction in that State.

Definitions

18) In this Standard Terms and Conditions, unless the context requires otherwise:

“Contract/Booking” means a request to acquire advertising for broadcast of advertising material, as identified in the Contract/Booking Agreement.

“The Agency” means The Brand & Talent Corporations Pty Ltd trading as Talent Corp specified in the Contract/Booking Agreement

“Client” means the person contracting with The Agency for advertising services and includes lodging advertising material on behalf of an advertiser and/or the Client.

“Insolvent” means being under administration, insolvent or having a controller appointed (each as defined in the Corporations Act 2001).

“Material Instruction Lodgment Requirements” means requirements for lodgment of advertising material specified by The Agency from time to time.

“Services” means the broadcast or publication by The Agency of the Client’s advertising material.

Force Majeure

19) If The Agency is prevented or delayed in the performance of any of its obligations by a force majeure event, being an event beyond its control, it shall be excused from the performance or the punctual performance as the case may be for so long as such event shall continue.

Agency/Third Parties

20) If Client acts as an agent for another party, it shall still be principally liable for payment of all accounts for Services and shall be deemed to have full authority in all matters connected with the entering into and performance of the Agreement with The Agency.