

# Highlife<sup>TM</sup>

MAGAZINE

## get a piece of the pie

No other magazine in Australia is like *Highlife*. Often described as the "Tatler of Australia", *Highlife* is a glossy, quality magazine of international standard produced in Bowral in the Southern Highlands of Australia.

*Highlife* delivers first class editorial to its audience and a first class audience to its advertisers.

If you are you looking for outstanding results from your advertising dollars you can't ignore *Highlife*. Our advertising rates are extremely cost efficient and our targeted and exclusive readership means there is very little wastage.

### **HIGHLIFE delivers...**

- Buyers of prestige real estate, fine art, exclusive vehicles, quality kitchens, kitchenware, appliances, renovations, bathroomware, soft furnishings and interiors, food, fashion, garden design, architectural design and construction.
- Solid results on a regular basis to all its advertisers in these areas and many others.
- Amazing longevity for your advertising, with most issues kept as a coffee table feature or as part of a cherished collection.

**Established:** 15 years.

**Print run:** We print an average of 9000 and sell approximately 7000 per issue at \$8.80 each.

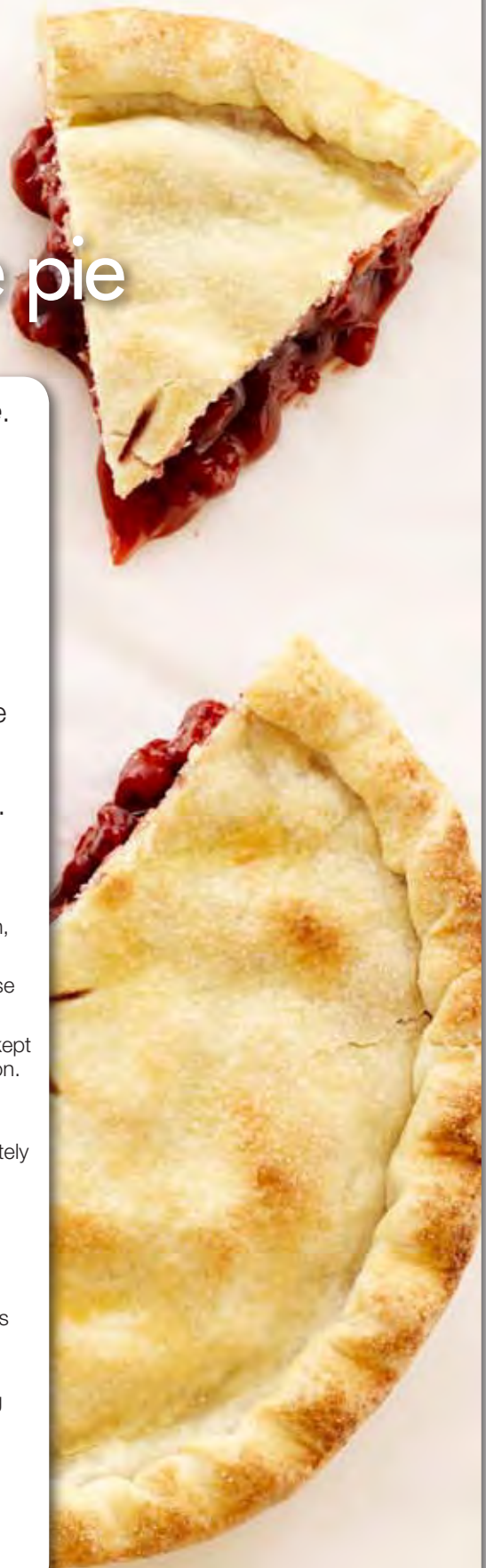
**Cycle:** 6 issues per annum.

**Where:** Sold across NSW & ACT through selected newsagencies with around **60% being sold** through newsagencies **in Sydney's more affluent areas**, such as the Eastern Suburbs, upper and lower North Shore, the Hills District, CBD and Northern Beaches.

**Our subscribers:** Our subscriber ratio is the envy of many a magazine publisher, with just over 30% of our sales being by subscription. This list includes some of Australia's most successful and prominent individuals and business people.

**Our readers:** We estimate our readership to be around 40,000, comprising mainly people of high net worth or AB demographic.

T: 02 4861 6311 E: [monique@highlifemag.com.au](mailto:monique@highlifemag.com.au)





## dates & deadlines 2012/2013 six issues a year

	LAST BOOKINGS	UNFINISHED MATERIAL	FINISHED MATERIAL
<b>ON SALE</b>		<b>Advertisement made up by <i>Highlife</i></b>	<b>Placement of finished material</b>
August 3	June 29	July 4	July 11
October 5	August 31	September 5	September 12
December 7	November 2	November 7	November 14
February 1	December 31	January 2	January 9
April 5	March 1	March 6	March 13
June 7	May 3	May 8	May 15

T: 02 4861 6311 E: monique@highlifemag.com.au All electronic material to: art@highlifemag.com.au

## In luxury, paper is still king

Friday, February 24, 2012



*By Amy Chozick, New York Times*

A Wall Street executive posing in front of a garage full of red Ferraris isn't the populist choice for a magazine cover given the current economic climate.

But Bloomberg L.P. isn't aiming for the 99 percent with its new luxury magazine, Bloomberg Pursuits, which will be distributed twice a year beginning this week to customers who subscribe to the company's financial data terminals and receive the related Bloomberg Markets magazine.

The magazine, sent to an audience with an average annual household income of more than \$450,000, represents a tiny pocket of the print publishing world that is thriving, even as its mass-market counterparts face a slump in newsstand sales.

"In luxury, paper is still king," said Samir Husni, a journalism professor at the University of Mississippi who tracks new magazines.

Chanel, Cartier and Porsche have all bought ads in the first issue of Bloomberg Pursuits; 29 of the magazine's 72 pages are ads. "These advertisers view digital editions as a very disposable thing. You wave your hand and it's gone," Professor Husni said.

"Our readers spend a lot of time in the electronic world, but when it comes to lifestyle, it's wonderful to sit back and read stories in a way only magazines can convey," said Michael Dukmejian, publisher of Bloomberg Markets and Bloomberg Pursuits.

## Weekender

# The lowdown on the up

The Southern Highlands is perfect for lovers of gracious homes and

There's gold in them thar hills. Real estate gold. Grand monuments to incomprehensible wealth hide in the highlands behind rows of the area's ubiquitous, towering pines, taunting visitors who drive by with glimpses of gardener's cottages, tennis courts and vast grounds.

Driving around the NSW Southern Highlands there's the distinct feeling of wealth. You know you're getting close to the region's main town of Bowral when you start seeing huge wrought-iron gates and long driveways at regular intervals.

We pull into Bowral's main drag on a Saturday afternoon and see many Merc and Beamer four-wheel drives that it's like being in the car park of a posh suburban Sydney supermarket. It's pretty quiet so the locals are handsomely dressed up while they walk, shop and sip their hot chocolates. It must be me, but there doesn't seem to be a flannelette shirt or ute in sight.

There's so much cash around in these hills that the highlands even has its own ultra-glossy publication called *Highlife Magazine*, a high-end property smorgasbord, chock-a-block with tantalising pictures of rich folk and their fabulous homes, cars and artworks.

We decide to kill a hour or two strolling around the town before heading to our accommodation for the next two

ate in sight.

There's so much cash around in these hills that the highlands even has its own ultra-glossy publication called *Highlife Magazine*, a high-end property smorgasbord, chock-a-block with tantalising pictures of rich folk and their fabulous homes, cars and artworks.

We decide to kill a hour or two strolling around the town before heading to our accommodation for the next two

## In magazines we trust

Magazine publishers have received some good news in the form of a new research study by United States media agency MediaVest, which shows Americans trust magazines more than websites in most areas of content.

The study found that the level of trust in information about fashion and beauty was 24 percentage points higher for magazines than websites.

Magazines' coverage of food and cooking was more trusted by a 7 percentage point margin, while magazines' entertainment news was more trusted by 5 percentage points.

"Print offers something very, very unique, specifically around trustworthiness and authoritativeness," said MediaVest executive David Shiffman.

"The personal experience people have with it is very different from what they're looking for and getting in the digital world."

Only 12 per cent of respondents said they strongly believed that a magazine publisher's site could easily replace the print product in the next five years.

## Top 10 Reasons Print Should Remain a Vital Part of the Marketing Mix

In a recent blog on *Foliomag.com* the founder of *Next Step Publishing*, David Mammano, provides an interesting insight in sharing his top ten reasons why print should remain a vital part of the marketing mix.

He states:

- 1.** Print is a lead-generation tool. Used correctly, print drives leads to the prospective funnel. Good print vehicles have a mechanism to deliver targeted leads to their advertisers. So at the very least, print is a unique and effective lead-generation tool.
- 2.** You can pass along print, and it has longevity. Magazines get shared in businesses, households and among friends.
- 3.** Readers are receptive to print. Fact: People remember effective print ads. Magazine ads have the second highest receptivity of any media, second only to TV.
- 4.** Print drives users to other platforms. The Retail Advertising and Marketing Association says 47.2 per cent of shoppers are most likely to start an online search after viewing a magazine ad. Our research shows more than 75 per cent of nextSTEPmag.com users type in the URL directly - which they likely found in the magazine.
- 5.** Print sways trendsetters. Those who influence other consumers are themselves influenced by print. This influence ranking, from a third party driven Next Step poll, shows magazines in first place at 61 per cent with in-store and TV trailing at 58 and 55 per cent.
- 6.** Print travels. A magazine is your companion wherever you go: your favourite chair, your bed, an airplane - even the bathroom.
- 7.** Print readers are focused. In this world of multi-taskers (texting, emailing and listening to iPod while watching TV), it's hard for advertisers to get noticed. But according to a Ball State University survey, magazines are the exclusive or primary medium 85 per cent of the time they are used by consumers.
- 8.** Print makes introductions. Print is a great part host; it introduces readers to a brand, and familiarises customers when it comes time for keyword purchases.
- 9.** Print offers incredible branding. Nothing makes a brand more recognised than a glossy ad. A well designed ad engages readers, and according to a recent third party driven Next Step poll, 55 per cent of teens say they pay a lot of attention to print ads.
- 10.** Print provides differentiation. How many of the millions of web sites have a print magazine to drive online traffic to it? The vast minority. Print provides a unique strategy to drive traffic to online marketing.

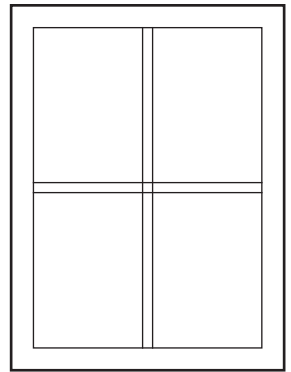
Mammano sees his company as more than one dealing in print. He sees his company as a brand having a website, an online community, an online newsletter, a social media presence and a magazine published five times per year.

# artwork requirements

These guidelines for supplying artwork to *Highlife* are designed to ensure our clients get the best possible print result. If you have any further questions please do not hesitate to call our advertising manager.

## Artwork sizes

	Trim size	with 5mm bleed
Double page:	480mm wide x 320mm deep	490mm x 330mm deep
Full page:	240mm wide x 320mm deep	250mm x 330mm deep
Full page (with 20mm white border):	200mm wide x 280mm deep	N/A
Half page horizontal:	200mm wide x 136mm deep	N/A
Half page horizontal (with bleed):	240mm wide x 156mm deep	250mm x 166mm deep
Half page vertical:	96mm wide x 280mm deep	N/A
Half page vertical (with bleed):	114mm wide x 320mm deep	124mm x 330mm deep
Quarter page:	96mm wide x 136mm deep	N/A



### DIRECTORY INFORMATION

**Directory horizontal (2 module):** 103mm wide x 72mm deep

**Directory vertical (2 module):** 49.5mm wide x 146.5mm deep

**Directory (1 module):** 49.5mm wide x 72mm deep

## Supplying images to *Highlife*

When sending images please **DO NOT** downsize the file when emailing. If images are too big to email please burn to a CD and post.

✓ RGB JPGs, EPS and Tiffs will be accepted. ✗ **DO NOT** supply images in Word files, Publisher or Power-Point.

## Supplying advertisements to *Highlife*

### 1 File Formats

We prefer files supplied as print ready **PDFs**. We also accept hi-resolution tiffs and eps files. We **DO NOT** accept native files.

### 2 Images

Each image you use should have the following attributes:

1. **CMYK color mode** 2. **300dpi (dots per inch)**

Once the image has been converted to **300dpi** and is the **size you need it** in the advertisement, in Adobe Photoshop please view it at **Actual Pixels (100%)** (under View in main menubar). At any percentage other than 100%, you're probably not seeing a fully accurate view of your image.

For advertisements created by the publisher: **The price includes eight images per full page, four images per half page and one image per quarter page. Images above that number attract a \$50 fee per extra image.**

### 3 Flatten artwork and embed fonts

All artwork should be flattened. Layers in Photoshop should be flattened and **ALL** transparencies in InDesign flattened. All fonts must be embedded.

### 4 Gutter and trim

Make sure type is 20mm from the gutter, remember your advertisement could be on a left or right hand page. Keep all important information 10mm from the top and bottom of your page.

### 5 Blacks

All **black type under 12pt** must be 100% black.

For example C=0% , M=0% , Y=0% , **K=100%**

**Solid blacks** should be a rich black.

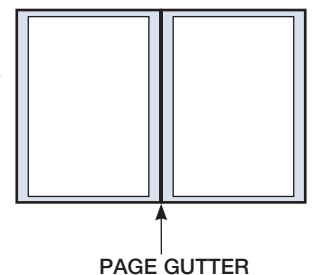
For example **C=50% , M=50% , Y=50% , K=100%**

### 6 Hard Copy

Only hard copy proofs, provided to Highlife, from a printer's professional colour proofing system will be colour matched before printing. All other hard copy proofs will be used as a positional guide only.

### 7 ALWAYS CHECK YOUR ARTWORK IN ADOBE PREFLIGHT BEFORE SENDING TO *HIGHLIFE*

All electronic material to: [art@highlifemag.com.au](mailto:art@highlifemag.com.au)





Feb/Mar 20.....     April/May 20.....     June/July 20.....  
 Aug/Sept 20.....     Oct/Nov 20.....     Dec/Jan 20.....

# Real Estate advertising booking confirmation

EFFECTIVE JUNE 2011

Please note: this signed advertising booking confirmation form, with the details of your requirements, is necessary to confirm your booking.

Business/Company Name: ..... ABN: .....

Contact Name: .....

Phone: ..... Fax: .....

Billing Address: ..... Post Code: .....

Company Street Address: ..... Post Code: .....

Email: .....

## SPACE REQUIREMENTS

FULL PAGE     HALF PAGE (HORIZ)

No. of Issues..... Starting..... Date Booked .....

Quoted cost per insertion \$ ..... + GST \$ ..... Loading \$ ..... Total \$ .....

\*Contract amount payable \$ ..... + GST \$ ..... Total \$ .....

**Please Note: (1) GST WILL BE APPLIED TO ALL ADVERTISING ACCOUNTS. (2) Contract is for 12 months from date of first issue booked.**

## ARTWORK

If you require us to prepare artwork please advise us at the time you book your space. For advertisements created by the publisher, the price includes up to eight digital images per full page and up to four digital images per half page. **Images above that number attract a \$50 fee per extra image.** We cannot guarantee quality reproduction of supplied digital images. **Deadline is 4 weeks prior to publication date. Please note that if artwork or photography is to be completed by us we need notification at time of booking. Non digital photographs or transparencies attract a \$20 plus GST scanning fee per image.**

ARTWORK SUPPLIED     ARTWORK REQUIRED     PHOTOGRAPHY SUPPLIED     PHOTOGRAPHY REQUIRED

## PHOTOGRAPHY

Highlife Magazine is full colour throughout. There is no extra charge for four-colour advertisements. If necessary our professional photographers can take the pictures for advertisers in the Southern Highlands. **There is a charge of \$100 (+ GST) per photograph (minimum two photographs).** Photographs or transparencies supplied by clients should be of the highest quality so we can assure you of superb reproduction.

Yes, I need photographs taken. I agree to pay \$100 (+ GST) per photograph aspect (Southern Highlands only, minimum two photographs).  
 Maximum 1 hour of photography. Extra time by negotiation.    Signature: .....

## PAYMENT AUTHORISATION

### PAYMENT OPTIONS

- Standing order. Debited per issue for the duration of contract. Please see Standing Order to Debit Credit Card form.
- Seven day account from date of publication with completion of credit application and subsequent approval.

1. Cancellations made after the final copy deadline for each issue and prior to 4 weeks from publication will be subject to 50% of the quoted advertising rate. Any cancellations made 4 weeks or less prior to publication will incur 100% of the quoted advertising rate. 2. A contract is for 12 months from the date of first issue booked. 3. All material and/or instructions for advertising will be provided by the published copy deadline. 4. **If the contract is rescinded or not fulfilled in any way, a surcharge applies. The surcharge (cancellation of contract fee) is the dollar difference between the rate for the contract level agreed and signed for (i.e. the number of insertions) and the rate for the number of insertions actually used multiplied by the number of insertions not used. (If uncertain about the surcharge implications please ask us for further details or an example).** 5. Unless otherwise agreed in writing, photographs taken by Canongate Partners Pty Ltd or contractors of Canongate Partners Pty Ltd are copyright to Canongate Partners Pty Ltd and must not be reproduced without permission. 6. The publisher takes no responsibility for colour or accurate reproduction if a proof does not accompany supplied advertisements. **I acknowledge that I have read and agree to the Canongate Partners Pty Ltd terms and conditions of trade, and also that conditions 1-6 above (especially condition 4) have been fully explained to me and that a surcharge or rate adjustment may apply.**

Authorised by: ..... Signature: .....

## SPECIAL INSTRUCTIONS

**PUBLISHERS INDEMNITY:** Advertisers and/or advertising agencies, upon lodging material with the publisher for publication or authorising or approving of the publication of any material, indemnify the publisher, its directors, employees and agents against all claims, demands, proceedings, costs, expenses, damages, awards, judgements and any other liability whatsoever, wholly or partially arising directly or indirectly in connection with the publication of material and without limiting the generality of the foregoing, indemnify each of them in relation to defamation, libel, slander of title, infringement of copyright, infringement of trademarks or names of publication titles, unfair competition, breach of trade practices or fair trading legislation, violation of rights of privacy or confidential information or licences or royalty rights or other intellectual property rights, and warrant that the material complies with all the laws and regulations and that its publication will not give rise to any claims against the publisher, its directors, employees and agents and without limiting the generality of the foregoing, that nothing therein is in breach of the Trade Practices Act 1974 or the Copyright Act 1968 or the Fair Trading Act 1987 or the defamation consumer protection and sale of goods legislation of the States and Territories or infringes the rights of any person.

**FAX YOUR COMPLETED BOOKING CONFIRMATION TO: 02 4861 6929**

T: 02 4861 6311    E: monique@highlifemag.com.au    All electronic material to: art@highlifemag.com.au

## Canongate Partners Pty Ltd T/A High Life Magazine – Terms & Conditions of Trade

1. **Definitions**
  - 1.1 "Seller" shall mean Canongate Partners Pty Ltd T/A High Life Magazine and its successors and assigns.
  - 1.2 "Client" shall mean the Client or any person acting on behalf of and with the authority of the Client.
  - 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
  - 1.4 "Goods" shall mean goods supplied by the Seller to the Client (and where the context so permits shall include any supply of Services as hereinafter defined).
  - 1.5 "Services" shall mean all services supplied by the Seller to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
  - 1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Client subject to clause 4 of this contract.
2. **Acceptance**
  - 2.1 Any instructions received by the Seller from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
  - 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
  - 2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
  - 2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.
  - 2.5 The Client undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).
3. **Term**
  - 3.1 A contract is for 12 months from the date of first issue booked.
4. **Goods**
  - 4.1 The Services/Goods are as described on the invoices, quotation, work authorisation or other work commencement form as provided by the Seller to the Client.
5. **Price And Payment**
  - 5.1 At the Seller's sole discretion the Price shall be either:
    - (a) the price as indicated on invoices provided by the Seller to the Client in respect of Services/Goods supplied; or
    - (b) the Seller's current price, at the date of delivery of the Services/Goods, according to the Seller's current Price list; or
  - 5.2 At the Seller's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Services/Goods and shall become immediately due and payable.
  - 5.3 Time for payment for the Services/Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Services/Goods.
  - 5.4 At the Seller's sole discretion, payment for approved Clients shall be made by instalments in accordance with the Sellers delivery/payment schedule.
  - 5.5 At the Seller's sole discretion, payment for approved Clients shall be due on 30<sup>th</sup> of each month following the posting of a statement to the Client's address or address for notices.
  - 5.6 At the Seller's sole discretion, for certain approved Clients payment will be due seven (7) days following the date of the invoice.
  - 5.7 Payment will be made by cheque, or by bank cheque, or by credit card (a credit card charge may be applied at the discretion of the Seller), or by direct credit, or by any other method as agreed to between the Client and the Seller.
  - 5.8 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.
6. **Delivery Of Goods / Services**
  - 6.1 The Seller may deliver the Goods by separate instalments (in accordance with the Agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
  - 6.2 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
  - 6.3 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
7. **Client's Disclaimer**
  - 7.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Client acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Seller shall not be bound by or responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Client and shall not be transferable to any subsequent Client.
8. **Defect/Returns**
  - 8.1 The Client shall inspect the Goods on publication and shall within two (2) days of delivery notify the Seller in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect.
  - 8.2 Whilst every care is taken by the Seller to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading of the Goods. The Seller shall be under no liability whatever for any errors made by the Client in the final proof-reading of the Goods.
9. **The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**
  - 9.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.
10. **Intellectual Property**
  - 10.1 Where the Seller has designed or drawn Goods for the Client, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Client at the Seller's discretion. Unless otherwise agreed in writing, photographs taken by the Seller or contractors of Seller are copyright to Seller and may not be reproduced without permission.
  - 10.2 The Client warrants that all designs or instructions to the Seller will not cause the Seller to infringe or break any patent, registered design, trademark, or copyright, in the execution of the Clients order.
11. **Default & Consequences Of Default**
  - 11.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
  - 11.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.
  - 11.3 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller exercised its rights under this clause.
- 11.4 If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause 12.1 hereof.
- 11.5 In the event that:
  - (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to meet its payments as they fall due; or
  - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client;
 then without prejudice to the Seller's other remedies at law
  - (i) the Seller shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
  - (ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.
12. **Security And Charge**
  - 12.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:
    - (a) Where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
    - (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
    - (c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Client and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Client's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Client and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Client's and/or Guarantor's name as may be necessary to secure the said Client's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.
13. **Cancellation**
  - 13.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
  - 13.2 In the event that the Client cancels delivery of Goods and/or Services the Client shall be liable for the following costs:
    - (a) If cancellation is made after the final copy deadline for each issue and prior to 2 weeks from publication the cancellation costs will be equal to 50% of the quoted advertising rates.
    - (b) If cancellation is made 2 weeks or less prior to publication the cancellation costs will be 100% of the quoted advertising rates.
14. **Privacy Act 1988**
  - 14.1 The Client and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by the Seller.
  - 14.2 The Client and/or the Guarantor/s agree that the Seller may exchange information about Client and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:
    - (a) To assess an application by Client;
    - (b) To notify other credit providers of a default by the Client;
    - (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and
    - (d) To assess the credit worthiness of Client and/or Guarantor/s.
  - 14.3 The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
  - 14.4 The Client agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Client and Seller or required by law from time to time:
    - (a) provision of Services & Goods;
    - (b) marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
    - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services/Goods;
    - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and
    - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services and Goods.
  - 14.5 The Seller may give, information about the Client to a credit reporting agency for the following purposes:
    - (a) to obtain a consumer credit report about the Client; and or
    - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
15. **General**
  - 15.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
  - 15.2 All Services/Goods supplied by the Seller are subject to the laws of New South Wales and the Seller takes no responsibility for changes in the law that affect the Services/Goods supplied.
  - 15.3 The Seller shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Seller of these terms and conditions.
  - 15.4 In the event of any breach of this contract by the Seller the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Services.
  - 15.5 The Client shall not set off against the Price amounts due from the Seller.
  - 15.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Client's consent.
  - 15.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Client of such change.
  - 15.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

## Application For Credit Account

Nature of Organisation:

Sole Trader    Partnership    Proprietary Company    Trust    Other:

Trade Name:

Legal Name:

Delivery Address:

Postal Address:

Telephone: (   )

Fax: (   )

Mobile:

Registered Office:

E-Mail:

ABN Number:

Previous Address Details (if less than 2 years):

Details of Partners (if Partnership) or Details of Directors (If Limited Company)

1. Full Name:

Home Address:

Home Phone: (   )

2. Full Name:

Home Address:

Home Phone: (   )

Contact Person for Accounts:

Name and Branch of Bank:

Bank Account Number:

Solicitors Name and Address:

Accountants Name and Address:

Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

1. Company

Telephone: (   )

Contact:

Fax: (   )

2. Company

Telephone: (   )

Contact:

Fax: (   )

3. Company

Telephone: (   )

Contact:

Fax: (   )

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988) I authorise any person or company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (overleaf) of Canongate Partners Pty Ltd T/A Tasmanian Life Magazine which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed:

Proprietor    Partner    Director    Authorised Signatory

Date:

Full Name:

Position:

Guarantors Details (if required):

Full Name:

Occupation:

Address:

Signature:

# Highlife<sup>TM</sup> MAGAZINE

## Standing order to debit credit card

I hereby authorise **Highlife** magazine to debit my credit card.

I understand that I will be charged on the date of publication for insertions booked for that issue.

This authority is for the length of my advertising contract.

Name of business .....

Type of card VISA / MASTERCARD / AMERICAN EXPRESS  
A surcharge will be payable on payments after March 1, 2008 –  
Visa 2.027%, Mastercard 2.027%, American Express 2.15%

Card Number .....

Name on card .....

Expiry ..... / .....

Authorised signature .....

Name .....

Position .....

Date .....

Once this payment has been processed a tax invoice will be posted to the appropriate address for your records.

**Please note: If an 'Application for Credit Account' quoting trade references is not completed this form must be completed.**