



# TALK the TORQUE

by the Heavy Vehicle Industry Australia



## ADVERTISING INFORMATION

### Ad requirements

- Advertisements must be static displays and will be sized at 300(w) x 250(h) pixels (MREC).
- Advertising artwork to be received in jpg or png format.

In accordance with best-practice, the HVIA Industry e-Bulletin *Talk the Torque* is “responsive” so text and images will wrap to be constrained within the screen size of the readers device.

### Ad banner placement

Placement of ad banners within the e-Bulletin is subject to availability on a first come, first served basis. Ad banners will be placed with spacer bars in-between stories, not before the lead story.

### Artwork acceptance

Please note that acceptance and placement of ad banner content and artwork is at the discretion of HVIA.

### How to book your advertisement

Call HVIA today on: **07 3376 6266** to speak to our friendly staff available Monday to Friday 8.30am - 5.00pm or email HVIA at [media@hvia.asn.au](mailto:media@hvia.asn.au)

## BOOKING FORM

Organisation Name

Contact (Customer) Name

Phone

Mobile

Email

Postal Address

City/Suburb

State

Postcode

- Advertisements must be static displays and will be sized at 300(w) x 250(h) pixels (MREC).
- Advertising artwork to be received in jpg or png format.

Requirements	Cost (incl. GST)	Tick
Single Weekly Publication Issue	\$110.00	<input type="checkbox"/>
Four Weekly Publication Issues	\$330.00	<input type="checkbox"/>

Contact (Customer) Authorisation	
<input type="checkbox"/>	I have read and agree to the HVIA e-Bulletin <i>Talk the Torque</i> <a href="#">Advertising Terms &amp; Conditions</a> accompanying this booking form.

**Final artwork must be received at the HVIA office no later than one week prior to your intended advertised issue.**

## PAYMENT METHOD

 email complete booking form to [media@hvia.asn.au](mailto:media@hvia.asn.au)

The amount you are paying \$

Cheque (All cheques are to be made payable to the “HVIA”)

Mastercard

Visa

CVV

Credit Card Number

Expiry date

/

Name of Card holder

## NATIONAL OFFICE

2/115 Bluestone Circuit, Seventeen Mile Rocks, Queensland 4073 | PO Box 3080, Darra, Queensland 4076  
 07 3376 6266 | [www.hvia.asn.au](http://www.hvia.asn.au) | [hvia@hvia.asn.au](mailto:hvia@hvia.asn.au) | ABN 66 009 819 756



# TALK the TORQUE

by the Heavy Vehicle Industry Australia



## ADVERTISING TERMS AND CONDITIONS

1. **TERMS & CONDITIONS:** The placing of an order for Advertising by a Customer constitutes acceptance by the Customer of these Terms and Conditions and of all rates set out by HVIA.
2. **CUSTOMER:** The expression "Customer" means the advertiser and, where any Advertising has been placed with HVIA by an advertising agency, includes that agency.
3. **SUBMISSION OF ADVERTISING:** When submitting any Advertisements, the Customer must comply with the submission requirements and deadlines set out in the relevant HVIA documentation. HVIA will not be obliged to accept any Advertisement for publication which has not been submitted in this manner.
4. **PUBLICATION:** Subject to these Terms and Conditions, HVIA will use its reasonable endeavours to publish Advertisements submitted by Customers in the format submitted by the Customer and in accordance with the placement instructions of the Customer.
5. **CANCELLATION:** Any cancellation by the Customer must be made at least 7 days before the publication date. HVIA reserves the right to charge the Customer for Advertising cancelled with less than 7 days notice.
6. **CUSTOMER UNDERTAKINGS:** The Customer undertakes and warrants to HVIA that no Advertisement will:
  - a). breach or infringe the Competition and Consumer Act 2010;
  - b). infringe copyright, trade mark or other intellectual or moral property rights of any person;
  - c). contain material that is obscene, offensive, defamatory, or otherwise unsuitable for publication;
  - d). breach or infringe any laws relating to therapeutic goods, financial services, anti-discrimination, political publication, publication of court or tribunal materials, or any other state or Commonwealth legislation, rule or ordinance; or
  - e.) give rise to any liability on HVIA, cause HVIA to be in breach of any law by virtue of publishing the Advertisement, or result in a claim being made against HVIA.
7. **HVIA RIGHTS:** HVIA may in its absolute discretion:
  - a). without notice to the Customer alter or abbreviate any Advertisement or insert the word "Advertisement" above or below any Advertisement which in HVIA's opinion resembles editorial matter;
  - b). at any time and without notice to the Customer cancel, reject or refuse to publish or continue publishing any Advertisement without providing any reason for such rejection or refusal at any time prior to, or after, publication of the Advertisement, provided this right will not be unreasonably exercised.
8. **INDEMNITY:** By submitting or authorising submission of an Advertisement for publication or Advertising, the Customer indemnifies HVIA (and its employees, officers and agents) against any proceedings, demands, losses, costs (including legal costs on a full indemnity basis), damages and other liabilities of any nature taken, made or awarded against or incurred by HVIA (and/or its employees, officers and agents) in connection with the Advertisement or any Advertising.
9. **NO GUARANTEE:** HVIA does not guarantee that the Customer's product featured in an Advertisement will be the only product of that type featured in Advertisements in any one issue.
10. **CREDIT TERMS APPLY:** The Customer acknowledges that any credit provided will be on HVIA's credit terms.
11. **GST:** Advertising rates quoted are inclusive of GST.
12. **FAILURE TO PAY:** If any payment is not received by HVIA on or before the date that such payment is due, or if the Customer commits an act of bankruptcy (in the case of an individual), or is unable to pay its debts as and when they fall due, enters into any arrangement with its creditors other than in the ordinary course of business, passes a resolution for administration, winding up or liquidation (other than for the purposes of re-organisation or reconstruction), has a receiver, manager, liquidator or administrator appointed to any of its property or assets or any petition is presented for its winding up (all in the case of a body corporate), HVIA may:
  - a). cancel any provision of credit to the Customer;
  - b). immediately and without notice, suspend or cancel all Advertising orders of the Customer and terminate any agreement in relation to Advertising not yet published;
  - c). require cash pre-payment for any further Advertising
13. **LIABILITY:**
  - a). In no circumstances will HVIA (its employees, officers or agents) be liable, whether in tort, contract or otherwise for any indirect loss, loss of profits, consequential loss or special or exemplary damage suffered by the Customer or any other person, even if such loss or damages are foreseeable and whether or not HVIA had been advised of the possibility thereof.
  - b). HVIA will not be liable to the Customer or any other person for any loss of whatever kind suffered as a result of any partial or total breakdown of HVIA's operation or network, any technical malfunction, computer error or loss of data will be deemed to be an event beyond HVIA's control. Should such an event occur, HVIA will take responsibility to resurrect sites and links, and the Customer has the right to cancel the particular contract for the affected advertising at no penalty if such an occurrence results in the site being down for more than 7 working days (working days being Monday to Friday inclusive, but excluding statutory holidays).
14. **ASSIGNMENT:** The Customer may not:
  - a). assign any of its rights under any agreement or any part of an agreement to which these Terms & Conditions apply (including the rights to advertising space allocated in accordance with such an agreement) to any third party; or
  - b). place Advertisements (whether directly or indirectly) on behalf of third party advertiser(s) (whether as an agent or otherwise), except on terms previously agreed with HVIA. Advertisements are placed by a Customer on behalf of a third party advertiser where, for example (but without limitation), the Advertisement promotes or otherwise notifies readers as to the goods or services of the third party advertiser rather than the Customer.
15. **SEVERABILITY:** If any provision of these Terms and Conditions is held illegal or unenforceable, then such illegality or unenforceability shall not affect the remaining provisions of these Terms and Conditions which shall remain in full force and effect.
16. **AMENDMENT:** HVIA may vary these Terms and Conditions at any time in its sole discretion, provided that:
  - a). such amended terms will not affect prior agreed Advertising orders with a date of publication within 3 months from the date of the variation; and
  - b). if the Customer does not agree with a variation the Customer may cease placing orders with HVIA.