



A joint initiative between Arts Advocates Auckland and Jasons Travel Media

Brochure Distribution & Display Contract

G.S.T. No. 53-667-759

Date: \_\_\_\_\_ Contract No. \_\_\_\_\_ Client No. \_\_\_\_\_
Client Trading Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_
Client Legal Name: \_\_\_\_\_ Phone (Bus): \_\_\_\_\_
Postal Address: \_\_\_\_\_ Fax: \_\_\_\_\_
Area/suburb: \_\_\_\_\_ Mobile: \_\_\_\_\_
City/District: \_\_\_\_\_ Email Address: \_\_\_\_\_
Client Order No. (if any): \_\_\_\_\_ Street Address: \_\_\_\_\_
Brochure Size: DLE (H210mm x W100mm) Brochure Title: \_\_\_\_\_
or A5(H210mm x W148.5mm)

Service required: \_\_\_\_\_ No. Pockets required \_\_\_\_\_ Price per display space \_\_\_\_\_

Auckland Arts About Circuit

Contract payable in full in advance, at commencement of service.

Period of Display from: \_\_\_\_\_ to end of \_\_\_\_\_

Terms of Agreement - Please note points underlined.

- 1. Jasons Travel Media undertakes to distribute the Client's brochure(s) to those outlets included in its service/s nominated above subject to the Client's brochure not being in competitive conflict with any given outlet. Jasons undertakes to comply with individual outlet display requirements.
2. Brochures will be displayed either in the display units supplied and installed by Jasons or in such other display device that in the opinion of Jasons provides the brochure with ease of viewing and/or selection. Display outlets may change during contract period.
3. The Client shall ensure that all adequate stocks of the Client's current brochure are delivered to the location nominated by Jasons prior to commencement date and from time to time thereafter to enable efficient distribution.
4. Brochure distribution is by scheduled deliveries to all outlets. Brochure offtake may vary unexpectedly and therefore constant displays cannot be guaranteed in every location.
5. This agreement may be cancelled by the Client providing Jasons with two calendar month's written notice, written acknowledgment of receipt of which must be obtained. In the event of cancellation, the cost per month for the services provided to the date of cancellation shall be retrospectively adjusted to the rate which would have been payable in terms of the Rate Schedule for the actual period the service was provided. The supplier may cancel this agreement by providing the client with 2 (two) calendar months written notice.
6. All payments due thereunder must be received within 14 days of the date of invoicing. If any payment is not so received then the Client shall be in default and without prejudice to Jasons's right to immediately enforce its other remedies by reason of the default, Jasons may:
(a) Cancel this contract (with cancellation rate adjustments, if any, being applicable in such event) and/or
(b) Charge and recover interest on all overdue amounts at the rate of 2% per month on such unpaid amount from the due date.
7. The maximum liability of Jasons to the Client for any act or omission on the part of Jasons shall not exceed the cost of providing the service under this contract for one month.
8. The Client warrants that the brochure is not in breach of any statutory or common law provision and that distribution will not result in any claim or action being made or taken against Jasons. The Client will indemnify Jasons against and in respect of any such claim or action and the costs (on solicitor and client basis) of defending any such claim or action.
9. Paper weight should not be less than 130gsm for 2 or more fold brochures. Single panel brochures should be not less than 210gsm board. Brochure size DLE (H210mmxW100mm) or A5(H210mm x W148.5mm)

Name \_\_\_\_\_ Authorised Signatory \_\_\_\_\_ Client Signature \_\_\_\_\_ Accepted by Jasons Travel Media \_\_\_\_\_