

VAT REG. NUMBER									
ORDER NUMBER									



**Ince (Pty) Ltd**  
 Tel: 011 305 7370  
 Email: GonaP@ince.co.za  
 Booking enquiries: Gona Padayachee

**ADVERTISEMENT ORDER**

ADVERTISER:															
Postal address:															
										Postal code:					
Street address:															
Email:															
Telephone – Area code:				No.:				Fax – Area code:				No.:			
<p><i>We wish to confirm the following bookings in the De Rebus Journal, for which Ince (Pty) Ltd is the official advertising sales agent. This contract is between the advertiser and the publisher of the above Journal and not with Ince (Pty) Ltd.</i></p>															
Insertion dates 20__	Jan/Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec				
Insertion dates 20__	Jan/Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec				
SIZE OF ADVERT:		Full colour			Process colour			Black and white							
Number of insertions		Material deadline six weeks prior to publication date. Cancellation date six weeks prior to publication date.					Publication date: First day of the month of publication								
Other instructions:															
Cost per insertion R_____ (excl. VAT) Total incl. VAT R_____										<b>EXCLUDING PRODUCTION CHARGE.</b>					

**GENERAL CONDITIONS**

**IMPORTANT NOTICE.** The advertiser's attention is drawn to the no liability for loss clauses in paragraphs 5, 7 and 12, the intention to increase the advertising rate in paragraph 10, the right to charge interest on overdue account in clause 11, the indemnity in paragraphs 13 and 16.

1. The Law Society of South Africa ("the publisher"), reserves the right to withhold publication in all circumstances of *force majeure*, in which case a refund for that insertion shall be given within 30 (thirty) business days of the proposed publication. 2. The publisher shall be held liable for all matters where their wilful or negligent act or omission results in serious losses (which losses will need to be substantiated) being suffered by the advertiser. 3. In a situation where an insertion is not included in the agreed month's Journal, due to a fault of the publisher, the insertion shall either be included in the next month's Journal or the advertiser shall receive a full refund for such insertion within 30 (thirty) business days of the proposed publication. 4. The advertiser shall only be entitled to a full refund of the agreed fee upon due cancellation of any insertions by the advertiser in writing, a full 6 (six) weeks prior to the publication date. Should the advertiser fail to cancel the publication 6 (six) weeks prior to the publication date, the publisher will still include the advertisement in the publication as planned, unless otherwise agreed between the parties in writing. 5. No liability is accepted for losses arising from publication of the wrong copy, typographical errors or any other mistake or error of whatsoever nature. The onus shall remain on the advertiser to ensure that all copy material is correct prior to the date of publication. 6. Insertions in particular issues cannot be guaranteed unless agreed surcharges apply. Furthermore special positions for subsequent insertions are by negotiation only and cannot be guaranteed unless surcharged. 7. Although every care will be exercised in handling the advertiser's material, photographs and illustrations, the publisher accepts no responsibility for any loss or damage to such material, photographs or illustrations arising out of any cause whatsoever. 8. If the advertising material does not arrive by the deadline as set by the publisher, the publisher reserves the right to cancel the publication of the advertisement and return any material in their possession to the advertiser. The publisher will then retain 100% (one hundred percent) of the levy already agreed upon. The publisher further reserves the right to then utilise the reserved space as it deems fit. 9. Discounts are negotiated for multiple placements. If the contract is terminated before completion, the discounts granted in terms of the contract then become immediately due and payable and will be invoiced on the termination date. 10. This contract fixes the rate charged as well as the discount allowed for 12 (twelve) calendar months following the signature of this Contract ("the initial period"). Prior to expiry of the initial period, 3 (three) calendar months' written notice will be given by the publisher to the advertiser of any proposed rate changes. The advertiser may then elect to cancel this contract by providing written notice to this effect within 1 (one) calendar month prior to the expiry of the initial period. Should no notice indicating the advertiser's intention to cancel this contract be received by the publisher timeously, these terms and conditions will remain in full force and effect and the new rate change will thereafter immediately apply. 11. Payment is due within 30 (thirty) business days after date of invoice and interest at 9% (nine per cent) per annum will be charged on all overdue accounts. 12. The advertiser shall not be entitled to withhold payment of any amount due for any reason whatsoever, nor shall it be entitled to damages arising out of any omissions or errors of whatsoever nature that may appear in an advertisement placed on its behalf, save where such omissions or errors are caused by an unreasonable, negligent or wilful act or omission of the publisher. 13. The advertiser is liable for all damages and costs arising from any action that may be instituted against the publisher by reason of publication of the advertiser's advertisement, specifically advertisements that are *contra bonos mores*, fraudulent, illegal or in any other way, invalid. 14. The advertiser shall be entitled to terminate this agreement for convenience at any time by providing the publisher with 1 (one) calendar months' written notice to this effect indicating their reason for cancellation. 15. The advertiser hereby accepts all the terms and conditions contained in this contract and indemnifies the publisher, and holds it harmless, against any claim for damages, costs or expenses arising directly or indirectly out of the publisher placing an advertisement on behalf of the advertiser.

***We, the advertiser, hereby confirm that the instructions given above are correct. We accept and acknowledge all the terms and conditions set herein, and further acknowledge that any alteration to this contract, for any reason whatsoever, shall have no effect or validity unless it is reduced to writing and signed by both the advertiser and the above publication.***

Signed on behalf of the advertiser (being duly authorised thereto):		Signed on behalf of Ince (Pty) Ltd (being duly authorised thereto):	
Signature:	Date:	Signature:	Date:
Full name:		Full name:	
Capacity:		Capacity:	