

## DE REBUS ADVERTISING CODE

When advertising with *De Rebus*, the following applies:

***In the following clauses the consumer is required to waive certain of its rights, assume certain obligations of the publisher and agree to a limitation of the publisher's liability. The consumer acknowledges, understands and accepts that these terms may favour the publisher or require that the consumer waive rights, assume obligations or limit the publisher's liability.***

1. PLEASE NOTE: The advertising rates on the *De Rebus* rate card are valid from 1 January 2015. These rates supersede all previous rates.
2. Advertisements may not bring the attorneys' profession into disrepute.
3. Advertisements may not be offensive or inappropriate and may not misrepresent the nature of the service offered.
4. Advertisements may not misrepresent, disparage, compare or criticise the quality of, or claim to be superior to, the service provided by any other member, whether or not such other member is identified therein.
5. Attorneys may, on the basis of specialised qualifications or experience, advertise or hold themselves out as being specialists or as offering specialist services, provided that if a member claims specialisation or expertise in any branch of law, *De Rebus* may require a member to show good cause for claiming this.
6. Advertisers undertake that the content of their advertisements is accurate, including any claims made, and that they are permitted to advertise and render the services advertised. *De Rebus* may require an advertiser to provide any information requested in this regard. Should the advertiser fail to provide such information, *De Rebus* may refuse to publish the advertisement.
7. No plagiarism of advertisements is allowed in *De Rebus*.
8. Advertising space in *De Rebus* may not be used for attacking or making negative comparisons with other advertisers, firms, persons or institutions.
9. *De Rebus* reserves the right to edit, revise or reject, even after acceptance for publication, any advertisement it considers to be untruthful, misleading or unsuitable for any other reason whatsoever.
10. *De Rebus* reserves the right to request an advertiser to change its advertisement in the event that the editor and/or the Editorial Committee are of the view that any part of the code has not been adhered to.
11. No liability is accepted for losses or damages, including for consequential loss or damage, arising from omissions, failure to publish, publication of the wrong copy, typographical errors or any other mistake or error of whatever kind or nature. Any such error, non-insertion or the like shall not invalidate a contract, nor shall *De Rebus* be liable for any loss or damage, including any consequential damage, occasioned by such conduct or omission.

12. *De Rebus* reserves the right to alter, abbreviate or omit advertisements received in the usual course of business if they appear to be illegal, objectionable or defamatory for any reason whatsoever and, in this regard, *De Rebus'* decision shall be final and binding.
13. *De Rebus* reserves the right not to publish advertisements that, in the Editorial Committee's opinion, affront against race, equality, gender, disability or other similar characteristic, or offend against the Constitution or any other legislation or regulation.
14. Advertorials and promotional pages must comply with *De Rebus'* style, editorial and procedural rules. The words 'Promotion', 'Advertisement' or 'Advertorial' will be placed above or below the advertorials.
15. *De Rebus* reserves the right to reject any creative material that resembles the design, layout and editorial style of the journal.
16. *De Rebus* will not be held responsible for slight variations in colour on printed advertisements as a result of the printing process.
17. All booking instructions and cancellations must be made in writing.
18. Special positions: *De Rebus* will attempt to accommodate advertisers' requests as best it can, but no special or specific positions, such as right-hand page placements, can be guaranteed.
19. The positioning of advertisements and insertions shall be entirely at the discretion of the editor.
20. *De Rebus* and its publisher shall not be held responsible for errors or omissions due to any oversight or misinterpretation of a client's instructions. The client hereby indemnifies *De Rebus* and its publisher against any and all damages, whether direct or consequential, which it may suffer as a result of any such error or omission. These conditions shall apply *mutatis mutandis* whether such instructions are in writing or oral.
21. The images and logos on advertisements in *De Rebus* and the *De Rebus* Classifieds must be approved images/logos and credit must be given to the photographer/company as no plagiarism of images/logos will be tolerated.
22. The advertisements in *De Rebus* and the *De Rebus* Classifieds contain the views of the advertiser and the appearance of an advertisement in *De Rebus* does not necessarily indicate approval or endorsement by *De Rebus* or the Law Society of South Africa for the product or service advertised.
23. **ASA guidelines:** General advertising principles can be found on the Advertising Standards Authority of South Africa (ASASA) website [www.asasa.org.za](http://www.asasa.org.za).  
If you would like to report an advertisement that does not adhere to the ASA guidelines, you are welcome to submit a complaint to the ASASA -
  - by delivery to the ASA at Willowview, Burnside Island Office Park, 410 Jan Smuts Avenue, Craighall Park, Johannesburg;
  - by post to: PO Box 41555, Craighall, 2024;
  - by fax to: (011) 782 1615; or
  - e-mail correspondence: [complaint@asasa.org.za](mailto:complaint@asasa.org.za)

## DE REBUS – GENERAL ADVERTISING TERMS AND CONDITIONS

**IMPORTANT NOTICE:** The advertiser's attention is drawn to the reversal of discounts in paragraph 1c, the publisher's rights to withhold (or not guarantee) publication of an advertisement in 2a and 2b, and the disclaimers in 3.

### **1. Rates and payment terms**

- a. The rate that the publisher, the Law Society of South Africa, charges for any advertisement is the rate ruling at the time of publication of the advertisement in *De Rebus*, as reflected on the *De Rebus* website [www.derebus.org.za/rates](http://www.derebus.org.za/rates).
- b. The publisher shall make best efforts to advise the advertiser of any rates increases, but the advertiser nonetheless acknowledges that it has a duty to keep itself informed of the latest rates by accessing the website on a regular basis.
- c. The advertiser may cancel the agreement on 20 business day's written notice at any time within the fixed term or any renewal thereof. This option to cancel shall not apply to a juristic person, provided that a juristic person has the right to cancel its contract on the date the publisher publishes a higher rate (than originally contracted for) on its website.
- d. The publisher may grant the advertiser a discount for multiple placements, provided that any discount will be reversed if the advertiser cancels the advertising contract prematurely. The publisher will invoice the reversal amount on the termination date.
- e. Payment is due thirty days after date of invoice and interest at 12% (twelve per cent) per annum will be charged on overdue accounts.

### **2. Terms of advertisement**

- a. The publisher reserves the right to withhold publication of any advertisement and to cancel any advertisement order which has been accepted, without assigning any reason therefor.
- b. The publisher cannot guarantee insertions in particular issues of *De Rebus*.
- c. If advertising material does not arrive by the deadline set by the publisher, it reserves the right to use the advertiser's material already in the publisher's possession. If other material is not available, the publisher reserves the right to levy the charge agreed on, and then use the advertising space as it sees fit.
- d. The advertiser will pay for all transport costs of the advertiser's material.
- e. If an advertiser requires the publisher to place an advertisement in a special position in any publication of *De Rebus*, the parties shall negotiate a rate for such special position.

### **3. Disclaimer, indemnity and liability**

- a. The publisher accepts no liability for losses arising from omissions, failure to publish, publication of the wrong copy, typographical errors or any other mistake of error of whatsoever nature.

- b. 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.
  - c. The advertiser hereby accepts all the terms and conditions set forth herein 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 (or failing to place) an advertisement on behalf of the advertiser.
  - d. The advertiser agrees that it shall not be entitled to withhold payment of any amount due, 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.
  - e. The advertiser is liable for, and indemnifies the publisher against, all damages and costs arising from any action that may be instituted against the publisher by reason of the publication of the advertiser's advertisement.
- 4. General**
- a. This agreement constitutes the whole agreement between the parties. No amendment, variation, addition or consensual cancellation of the agreement or of any provision of term hereof and no extension of time, waiver or relaxation of any of the provision or terms of this agreements, shall be binding, unless recorded in a written document and signed by the parties.
  - b. No latitude or indulgence granted by the Publisher to the advertiser shall be binding on the Publisher or be deemed to constitute a waiver or novation of any of its rights.

**Updated: November 2014**