

Terms and Conditions

General Terms

1. Switch On Your Brand Digital program is a valid from 1st October 2018 and ending 30th September 2019
2. "Advertising" includes sponsorship announcement, paid broadcast, commercial and digital.
3. All advertising is subject to the approval of Canberra FM Radio Pty. Ltd. (Canberra FM) which, without limiting the generality of the foregoing, reserves the right to reject advertising material, for any reason whatsoever including incompatibility with station sound.
4. Subject to Term 4, an advertising order may be cancelled by the advertiser if, and only if the Advertiser has remained on air for 90 consecutive days and has provided notification in writing of the cancellation at least twenty (28) before the advertising is scheduled to commence. Switch On Your Brand Terms and conditions over ride the Australian Radio Networks standard cancellation terms and conditions.
5. All advertising is subject to the provisions and regulation of the Broadcasting Services Act and to the Broadcasting Program Standards laid down by the Australian Broadcasting Authority.
6. Canberra FM reserves the right to change programs at any time without reference to the Advertiser.
7. Terms of credit (if granted) are strictly net thirty (30) days.
8. Canberra FM may terminate or suspend this contract where the Advertiser is in breach of this or any other contract between the station and Advertiser or the Advertiser's agent or upon bankruptcy or insolvency of the Advertiser or if an administrator, receiver or liquidator is appointed in respect of the Advertiser.
9. All rates are exclusive of GST. At the same time that the Advertiser must pay for any taxable supply by Canberra FM, the Advertiser must also pay to Canberra FM the amount of any GST payable in respect of that supply.

Exemption Clauses

10. Other than liability for breach of any contractual term which (or liability for which) the law does not permit Canberra FM to exclude, Canberra FM shall incur no liability whatsoever to the Advertiser (including, without limiting the generality of the foregoing, liability of Canberra FM or any employee or agent of Canberra FM) for any kind of loss arising from:
 - (a) Any broadcast of the advertising; or
 - (b) Any failure to broadcast the advertising;
 - (i) at all;
 - (ii) correctly;
 - (iii) in an agreed program; or
 - (iv) at a time which (or during which) it was scheduled to be broadcast
11. This station may, in its absolute discretion, cancel or suspend any advertising without prior notice, provided that the advertiser is subsequently advised of such cancellation or suspension and offered make-up advertisements or a proportionate refund, at the discretion of the station.
 - (a) to broadcast the advertising at a later time; or
 - (b) to pay the cost of having the advertising broadcast at a later time

Indemnity Clause

12. The Advertiser accepts full responsibility for the content of all advertising to be broadcast hereunder and agrees to indemnify Canberra FM against all legal penalties and against all liability whatsoever to any person other than the Advertiser (including, without limiting the generality of the foregoing, liability for negligence of Canberra FM or any employee or agent of Canberra FM) arising from:
 - (a) Any broadcast of the advertising:
 - (i) at all;
 - (ii) correctly;
 - (iii) in an agreed program; or
 - (iv) at a time which (or during a period which) it was scheduled to be broadcast.