



ADVERTISING AGREEMENT

ADVERTISING AGREEMENT BETWEEN GREYSTONE TRADING 1390 CC t/a DISCOVER SOUTH AFRICA AND

Advertiser Name: _____ Surname: _____

Registered Name of Business: _____ VAT No: _____

Nature of business:

<input type="checkbox"/>	(Pty) Ltd	<input type="checkbox"/>	Trust	<input type="checkbox"/>	CC	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Sole Proprietor
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ID _____

Company/CC Registration No: _____

Tel: _____ Cell: _____ Fax: _____

Email Address: _____

Physical Address: _____

Code: _____

(the advertisers chosen domicillium citandi et executandi)

Postal Address: _____ Code: _____

Contact person (accounts): _____ Tel: _____

Email: _____

Mobile: _____

Contact person(design): _____ Tel: _____

Email: _____ Mobile: _____

Purchase Order No. (Where applicable): _____

Advertisement: (Please tick)

ACCOMMODATION PACKAGE:				
WEBSITE LISTING, SMS SERVICE, MOBILE WEBSITE	<input type="checkbox"/>	R1250 once off, listed for 12 months (EFT/cheque)		
	<input type="checkbox"/>	R129 per month - debit order (complete annexure A)		
LEISURE PACKAGE:				
WEBSITE LISTING, MOBILE WEBSITE	<input type="checkbox"/>	R900 once off for 12 month (EFT/cheque)		
	<input type="checkbox"/>	R89 per month - debit order (complete annexure A)		
TOURS & SAFARIS PACKAGE:				
WEBSITE LISTING, MOBILE WEBSITE	<input type="checkbox"/>	R900 once off for 12 month (EFT/cheque)		
	<input type="checkbox"/>	R89 per month - debit order (complete annexure A)		
DISCOVER TRAVEL MAP:				
(includes 12 months website listing) 50 % payable on placing of order See annexure for templates of ads	<input type="checkbox"/>	R2 500	<input type="checkbox"/>	R3 750
	<input type="checkbox"/>	<input type="checkbox"/>	R5 000	<input type="checkbox"/>
				R25 000

I hereby confirm that I am authorized to place this advertising booking and that the details provided in this form are correct and complete.

Advertiser Name and Surname

Advertiser Signature

Date

TERMS & CONDITIONS

1. Acceptance of a booking shall only occur once Discover South Africa has duly considered and approved the booking.
2. Discover South Africa reserves the right to amend or alter these Terms and Conditions at any stage it sees fit.
3. The right is reserved to withhold activation of any advertisement by Discover South Africa or to cancel the advertisement booking that has been accepted, without stating any reason thereto.
4. No liability is accepted for losses arising from omissions, failure to activate advertisement, typographical, poor positioning, or any other mistake or error. In case of such losses, the advertiser is not exempted from contractual obligations.
5. All material supplied by advertisers are subject to approval by Discover South Africa.
6. Advertisers who booked for a year on the website will be liable to pay the full amount upfront or agree and authorize to having debit orders for payment. Advertisements cannot be "changed" from one property/company to another property/company during the advertising period, nor can advertisements be "put on hold" and then re-instated again at a later time.
7. Discover South Africa must be informed 20 days in advance in writing if the advertiser wishes to cancel a website advert. Failure to cancel amounts to a implied renewal, in which event fees for the following year/month become due.
8. If the advertiser is in default of any of the terms and conditions in terms of this agreement, Discover South Africa will be entitled, without prejudice to any other rights that it may have in law to; - immediately suspend services to the advertiser; - claim immediate payment of all amounts payable in terms of this agreement and/or; - immediately terminate this agreement, retain all amounts already paid by the advertiser and recover all legal costs. In the event of legal action being instituted for recovery of any amounts owing by the advertiser, the advertiser will be liable for all costs, including legal costs on the attorney and own client scale and interest on any amounts due by the advertiser in terms of the agreement from date of demand until date of receipt of payment in full and collection commission.
9. Discover South Africa may also elect to cancel this agreement and refund the advertiser.
10. Should payments not be received on the dates agreed to, Discover South Africa may remove the advertisement from the website.
11. Discover South Africa shall not be held liable for any damages resulting from delays or acts beyond the control of Discover South Africa.
- 12. No preferential placements are allowed.**
13. The advertisers' listing/advertisement will only be started once the Advertising Agreement has been signed, the Terms and Conditions has been read and signed and proof of payment has been received.
14. In the case of the advertiser owning more than one establishment, a separate Advertising Agreement will need to be completed for each of the properties, unless they are situated on the same property (erf). With apartment blocks, we can only advertise the block on one page if ownership is under sectional title (body corporate). Individual title ownership equates to separate erf's for which individual pages will be designed and charged for. Also in the case of Game Reserves / Parks who have more than one accommodation establishment (e.g. Lodges or camps) on the reserve, the reserve will be treated as a single entity, if however the advertiser would like a separate page and listing for each accommodation establishment (lodge, camp etc.) on the reserve, a separate Advertising Agreement will have to be completed and submitted thereby incurring separate costs for each establishment.
15. In order for Discover South Africa to fulfill its service obligations it is necessary to send out a strictly service related announcement. For instance, Discover South Africa will send an email to relevant Advertisers if there is a service interruption as a result of system maintenance. Generally, Advertisers may not opt-out of these communications. These communications are not promotional in nature.
16. Subject to your right to withdraw your consent in certain instances, you agree that we may obtain your personal information and use it, for certain specified purposes, including for, Discover South Africa marketing and contract administration as well as to enable us to collect your debit order payment. Information collected from Advertisers may be disclosed to independent contractors and business partners, including Discover South Africa's payment processors and mail marketing service provider, provided that they (i) have agreed to hold this information in confidence, (ii) do not use it for any purpose other than carrying out the service they are providing for Discover South Africa, and (iii) observe Discover South Africa's information handling procedures.
17. The Advertiser hereby agrees to provide Discover South Africa with material that is final and finished - before the development of your listing can commence. Discover South Africa will use its best endeavors to keep the personal information it collects as accurate, complete and up to date as possible. Discover South Africa shall, from time to time, request the Advertiser to send updated personal information. Final material includes 6 digital landscape photographs and text.
18. All information supplied by the advertiser must be an accurate portrayal of the nature of the accommodation facilities, amenities and services. Advertisers are obliged to inform us of any important changes that take place at their establishments including changes to grading, rates, services available, etc. No properties will be listed in towns/areas/suburbs they are not located in, we will not list properties under categories that are not relevant to the accommodation provided and your registered business name must be used.
19. Updates to your advertisement/listing are done free of charge (within reason). All updates must be submitted to us in writing, no telephonic updates are accepted.
20. Discover South Africa needs to be notified, in writing, of any change of property ownership. The new owner will be required to complete a new Advertising Agreement and confirm that they have read and agree to our Terms and Conditions.
21. Discover South Africa cannot assure that any emails generated from this website are free of errors, virus attachments, interception or interference, and will therefore not be held liable for any such instances.
- 22. Discover South Africa will not be held responsible for addressing any reservation enquiries that are directed to us. The advertiser will take full responsibility in dealing with reservation enquiries with interested parties.**
- Discover South Africa reserves the right to keep track of any reservation enquiries an individual establishment may receive. This assists Discover South Africa to monitor the overall effectiveness of the website as well as an individual establishment's webpage.
23. All rates are subject to change.
24. It is the responsibility of the advertiser to inform Discover South Africa of any changes that must be included in the advertisement, within 2 days from receipt of the proof copy.*
25. A maximum of 3 proofs will be sent to each client, after which author's corrections will be charged R150 per hour pro rata. *
26. A 50% deposit is payable on order, with balance to be paid 30 days thereafter. A client has 60 days to pay the full amount when placing a advertisement on one of our maps unless otherwise arranged. When an account is 60 days overdue (after due date of arrangement) the client will be handed over to our lawyers who will intern collect the outstanding fees. The Advertiser will also be liable for legal fees if applicable.*
27. Printing will not commence until 50 % payment has been received. *

28. In the event of Discover South Africa not being able to sell a maximum 60 spaces on a map, Discover South Africa will not print the particular map and refund the client in full.

29. When a advertising agreement is signed the client is liable for the full amount. In event of cancelling a map advertisement the client will pay 50 % of the cost of the advertisement *

30. It is understood that this duly signed contract is not subject to cancellation due to failure to provide copy for the advertisements.*

31. Discover South Africa reserves the right to make changes, as and when they are deemed necessary, to any and all pages on the Discover South Africa website. This includes but is not limited to design layouts, search methods, content, all coding etc.

32. By accepting these Terms and Conditions and by paying for advertising on the Discover South Africa website, the owner grants Discover South Africa permission to use the copy and the photographs on its website. Discover South Africa is not responsible for any infringement of copyright laws resulting from material supplied by the advertiser and the advertiser indemnifies Discover South Africa against any action brought for breach of copyright or other rights from the use of such material supplied by the advertiser.

33. Discover South Africa shall be entitled to reproduce part or whole of any photographic material supplied by the advertiser in the promotion of either the Advertiser's property or the promotion of South Africa as a Tourist Destination for the greater good of all advertisers on the site and the Tourism Industry in general.

34. No materials used on the Discover South Africa website may be uplifted for use in other publications (both online or offline).

35. Discover South Africa is not bound by conditions or instructions by advertisers which conflict with these Terms and Conditions.

36. All business with our clients is conducted under these Terms and Conditions.

The party signing hereby confirms that he/she is authorized to sign on behalf of the advertiser and the necessary approval/order number was obtained before signature. The party signing hereby also confirms that he/she has read and understands the Terms and Conditions outlined in this document.

**only applicable to map advertisers*

Signed at _____ on this _____ day of _____ 20____

Advertiser Signature _____ Name _____

Agency Signature (if applicable) _____ Name _____

DISCOVER SOUTH AFRICA BANK DETAILS

Bank Name: Nedbank

Account Type: Current

Name of Account: Discover South Africa

Bank Account Number: 1060298023

Branch Code: 198765

Branch: Somerset West

Ref: as per invoice/establishment name