

# Bus Shelter Advertising Application Form

Title (Dr/Mr/Mrs/Ms): \_\_\_\_\_

Given name: \_\_\_\_\_ Surname: \_\_\_\_\_

Postal address: \_\_\_\_\_

Suburb: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Advertiser/Company: \_\_\_\_\_

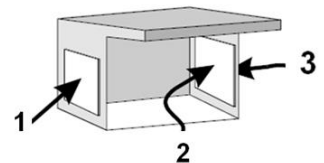
ABN/ Charity Number: \_\_\_\_\_ Not For Profit (circle which applies) YES/NO

CIMS/Sitepass Contractor Business Name: \_\_\_\_\_

## Bus Shelter Panels

Please complete the below table with information of the Shelter and Panel you are interested in

<u>Shelter Number/ Panel eg 105/1</u>	<u>Location eg Corner of Adelaide &amp; William St</u>	<u>Suburb eg Raymond Terrace</u>



I am interested in leasing advertising panels at the above bus shelters and require a quotation for available panels.

## Fees & Charges 2018/2019

High Traffic Area      Each month per panel: \$84.95      Total Annual Fee per panel: \$1019.40

Low Traffic Area      Each month per panel: \$69.95      Total Annual Fee per panel: \$839.40

Fees are calculated on a pro-rata system from the date of application approval.

Please provide the following with this application:

1. A photo of the advertising to be displayed on the bus shelter; or alternatively,
2. An example of the proposed advertisement to be displayed on the bus shelter.

Declaration: I declare that all the information provided is true and correct. I have read and understand the fees and charges and agree to abide by the Terms and Conditions attached for the provision of Bus Shelter Advertising space.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

Approved By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Bus Shelter Advertising Terms and Conditions

## 1. GENERAL

- 1.1 These terms and conditions apply to every Bus Shelter Advertising Space Booking made by an Advertiser to Council.
- 1.2 Council reserves the right to amend these conditions at any time, provided that notice is given to the Advertiser within thirty days of the amendment taking effect.

## 2. INTERPRETATION

- 2.1 The following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires: "Advertiser" means the party identified in the Advertising Space Booking Form.

"Advertisement" means the material lodged by the

Advertiser intended for display in the relevant advertising location.

"Agreement" means this Agreement in writing between Advertiser and Council and all schedules to it.

"Artwork" means the visual display to be placed in the advertising space.

"Bus Shelter Advertising Site" means the location or locations nominated in Council's Schedule where the bus shelter advertising is to be displayed. "Business day" means Monday to Friday inclusive, excluding days which are recognised as public holidays in the Port Stephens Local Government Area

"Commencement Date" means the date Council communicates its acceptance of the Advertiser's Advertising Space Booking.

'Not for Profit Organisation' includes groups which exist primarily to undertake:

- a. community service activities;
- b. cultural service activities;
- c. environmental activities; or
- d. recreational activities.

## 3. ADVERTISING SPACE BOOKING

- 3.1 To order any advertising space Advertisers must submit to Council a signed Bus Shelter Advertising Application Form (the Form).

- 3.2 No contract will exist between the parties until such time as the Council communicates its approval of the Advertising Space Booking to the Advertiser in writing.

## 4. TERM OF BOOKING

- 4.1 The booking will commence on the date that Council communicates its acceptance of the Form and will continue for the remaining period of the financial year unless terminated earlier in accordance with Clause 10.

- 4.2 By Written notice to the Advertiser before the expiry date of the Initial term, Council may offer to extend this Agreement for a further term of 1 year, the extended term, commencing from the cessation of the Initial Term.

# Bus Shelter Advertising Terms and Conditions (cont'd)

## 5. OBLIGATIONS OF THE ADVERTISER

- 5.1 Within 30 days of Council's approval of the Form the Advertiser must pay a Bus Shelter Advertising Lease in accordance with Port Stephens Council's Fees and Charges Schedule. This fee is non-refundable and will be used for maintenance and cleaning of the bus shelters.

- 5.2 The Advertiser must arrange to supply and install the Advertisement on the panel/s to the size specified as advised by Council's Sizing Guide (available in the Vacancy List.)

- 5.3 The advertising material shall be attached to the shelter so that whilst passengers remaining sheltered within the structure the advertising does not obstruct the vision between waiting passengers and an approaching bus or other vehicle.

5.4 The advertising material shall not obscure or interfere with the view of a road hazard, intersection or oncoming vehicle or other vehicle or person at a marked foot crossing or any other obstruction which should be visible to drivers and other road users.

5.5 If during the term of this Agreement the Advertiser becomes aware of any damage, to the sign that requires cleaning or repair the Advertiser is to advise Council's Representative via email or in writing.

## **6. OBLIGATIONS OF COUNCIL**

6.1 Council agrees to display and maintain the Shelter in good condition during the term of this Agreement, including the removal of graffiti. Should the advertising panel require significant repair or reprinting Council is not responsible for the cost of these activities.

## **7. PAYMENT OF FEES**

7.1 The Advertiser is responsible for all costs associated with the design and manufacture of the advertising panel/s.

7.2 Council will set all applicable fees and charges in respect of Bus Shelter Advertising. The fees and charges will be published in Council's Schedule of Fees and Charges document.

7.3 The Advertiser will pay all fees and charges payable by the specified due date.

7.4 Upon approval of the advertisement space booking by Port Stephens Council, the initial invoice will be issued for the payment period to the end of the current financial year and the fees will be adjusted on a pro-rata basis.

7.5 On receipt of written notice of cancellation as received by Council's Bus Shelter Advertising Representative, Council will process the cancellation.

## **8. NOT FOR PROFIT ORGANISATIONS**

8.1 Notwithstanding Clause 7 Not for Profit Organisations are exempt from paying the rate for advertising space.

8.2 After 3 months has elapsed from the Commencement Date a Not for Profit Advertiser may have their booking cancelled if a fee paying Advertiser has requested the space that the Not for Profit Advertiser is occupying. In this instance, the Not for Profit Advertisement may be removed or relocated at the Council's discretion.

# **Bus Shelter Advertising Terms and Conditions (cont'd)**

## **9. ASSIGNMENT**

9.1 The Advertiser's rights and obligations are not assignable without the consent in writing of Council. The Advertiser will remain liable under this Agreement notwithstanding any sale of its business if this Agreement is not assigned to the purchaser with Council's consent and documented to Council's satisfaction. Council reserves the rights to recover debts due under this Agreement from individuals or other parties who may own the Advertiser during the term of this Agreement.

## **10. REMOVAL OF PANEL/REFUSAL TO DISPLAY**

10.1 This Agreement may be varied or cancelled if the display panel(s) is/are required to be removed by Council or other Government bodies, including the Transport for NSW to facilitate installation or maintenance of public utility services. In such case Council will work with the advertiser to relocate or re-establish the advertising.

10.2 Council retains the right to refuse to display any advertisement for any reason.

## **11. INDEMNITY**

11.1 The Advertiser indemnifies and releases Council from all claims and prosecutions made on or against Council in respect of the display of any of the Advertiser's copy. The Advertiser warrants that:  
(a) the exhibition of the displays will not contravene any legislation, regulation, rule or requirement of any lawful or statutory authority, or any public or private right;

(b) The displays comply with the requirements of the Code of Ethics of the Australian Association of National Advertisers and the Advertising Standards Board. The Advertiser must on request provide evidence of compliance and approval

11.2 The Advertiser shall keep Council indemnified against any Claims whatsoever and however arising whether directly or indirectly as a consequence of any breach of the warranty in this clause.

## 12. SETTLEMENT OF DISPUTES

12.1 The parties agree to try to resolve any dispute concerning the Agreement through means such as further negotiations, mediation, conciliation or independent expert determination prior to initiating litigation or arbitration.

## 13. TERMINATION

13.1 Either party may terminate the Advertising Space Booking by providing at least 30 days' written notice to the other party. The Advertiser will remain liable for payment of fees up to and including the date of cancellation.

13.2 This Agreement is subject to immediate cancellation by Council at its sole discretion without further notice to the Advertiser as a result of a breach of any part of this Agreement by the Advertiser that is not rectified within ten (10) business days of being provided with notice to rectify the breach, in writing, by

Council's Representative.

### YOUR PRIVACY

Port Stephens Council is committed to protecting your privacy. We take reasonable steps to comply with relevant legislation and Council policy.

**Purpose:** *This information is collected only for Council's Bus Shelter register.*

**Intended recipients:** *The information will only be used by Council staff.*

**Supply:** *This information is supplied voluntarily.*

**Consequence of Non Provision:** *Non provision of the information required will result in the application not being processed.*

**Storage and security:** This document will be placed on the relevant file and/or saved in Council's records management system in accordance with Council policy and relevant legislation.

**Access:** Please contact Council on (02) 4980 0255 to enquire how you can access information.