



72 - 76 Rangitikei Street, Palmerston North, New Zealand 4410

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## TERMS AND CONDITIONS

1. All payments shall be made monthly on the 20<sup>th</sup> either by cheque to Screen Vistas Limited, 72 – 76 Rangitikei Street, Palmerston North 4410 or by Direct Credit/Automatic Payments to the bank account nominated by Screen Vistas.
2. Material submitted for screening by the Advertiser is required to comply with social, ethical and advertising norms of New Zealand. Where applicable by law it will be the responsibility of the Advertiser to submit material to the appropriate body for censorship and approval. The Advertiser shall ensure that material will not be in breach of any form of copyright and the provisions of the Fair Trading Act 1986, or any other New Zealand legislation. All costs in complying with this clause shall be met by the Advertiser in addition to production and screening charges made by Screen Vistas Limited.
3. If in any unforeseen circumstances, Screen Vistas Limited is unable to screen the advertisement at the dates originally intended, Screen Vistas Limited will re-schedule the screening so that equivalent time is provided at the same rate of payment.
4. The display of the advertising material, the subject of this agreement, shall be for the screening period in the contract and continuing thereafter until one month's written notice of the Advertiser's intention to terminate is given to Screen Vistas Limited.
5. Definitions:  
*"Month"* means a calendar month.  
*"Week"* means a week consisting of those days in a week on which the cinema referred to in the contract is opened to the public.  
*"Contract"* means cinema advertising contract.
6. CONDITIONS OF SALE/SERVICE
  - 6.1. The supplier reserves the right to levy penalty interest on any amounts not paid by the due date 20<sup>th</sup> of the month of billing. Such penalty interest will be 15% and shall accrue on a daily basis until outstanding amounts are received in cleared funds. In addition, the supplier reserves the right to pass on to the customer any charges incurred by the supplier in pursuing outstanding amounts, which may include, but are not limited to, any debt collection agency costs; legal fees in obtaining advice on recovery; court filing costs, all of which shall be payable in addition to the abovementioned penalty interest.
  - 6.2. The customer acknowledges that in the event the contract is terminated by way of the customer cancelling or abandoning it, then in addition to any remedies that may apply under the termination provisions of the contract, the customer will pay immediately on cancellation, an early cancellation fee comprising 22% of the remaining contract value.
  - 6.3. If a customer elects the option to spread their production costs associated with this contract over the contract term, then they must pay at the time of signing the contract, as an upfront fee, 50% of the first months combined production and screening costs. The balance of the instalment and future instalments will be invoiced. If a customer has taken the option of spreading their production costs and subsequently cancels the contract before the term of the contract is due to expire, then the balance of the production costs payable over the full contract term will become immediately payable in addition to the early cancellation fee.
7. All advertising material prepared by Screen Vistas Limited will be and remain the sole property of Screen Vistas Limited. The Advertiser will have the opportunity to obtain the copyright and purchase the advertising through the sale of a Screen Vistas 'Promo Pack'. (Available for use in all media).
8. The Advertiser acknowledges that Screen Vistas Limited may, at its sole discretion, refuse to accept any copy (including illustrations) for the preparation of advertising commercials and may withdraw any advertising material from display at any time and request the Advertiser to submit new copy.
9. If in the unfortunate event the Cinema screening the advertisement ceases to operate, this contract will terminate on the date of the last screening of the advertisement, and the advertiser shall not make any claim for reimbursement of costs already paid in respect of any start-up costs or advertising already screened.
10. This Agreement does not entitle the Advertiser to admission passes to any cinema free of charge.
11. Changing Our Terms of Business. Screen Vistas may change these terms, by changing or removing existing terms or adding new ones, at any time. Any change we make applies from the date one month after we publish it on our website at [www.screenvistas.co.nz](http://www.screenvistas.co.nz)