

# CONTRACTOR

## PERSPECTIVES 2018

**Contractor Perspectives** is an annual publication for the civil contracting industry, written by selected association chiefs, expert commentators and industry representatives, who reflect on the previous year and 'forecast' the coming year. A digital version of the 2017 issue can be viewed at:

[issuu.com/contrafed/docs/connzp\\_17\\_issuu\\_new](http://issuu.com/contrafed/docs/connzp_17_issuu_new)

### Booking DEADLINE 2018

**Confirmation:** Tue 5th December 2017

**Material:** Thu 7th December 2017

### ADVERTISING RATES (print)

(Effective January 2017, prices per insertion)

#### FULL COLOUR

Inside front cover DPS	\$3900
Inside back cover DPS	\$3500
Inside back cover	\$2500
Outside back cover	\$3900
Centrespread	\$3900
Full page opposite contents	\$2500
Double page spread	\$3300
Full page	\$2135
Half page	\$1485
Third page	\$1265
Quarter page	\$990

#### EXTRAS

Loaded pages 9/11 Plus 10%

Bleed advertisements No extra charge

#### INSERTS/OUTSERTS

Single page A4 (printed one side or both) \$1500

A3 folded to A4 (printed 1 side or both) \$1900

Others by negotiation.

All inserts/outserts must be supplied printed, trimmed and folded, to Energy NZ magazine's distributors at least one week prior to publication date.



# CONTRACTOR

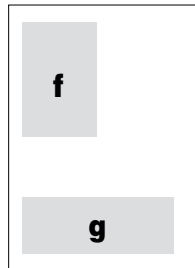
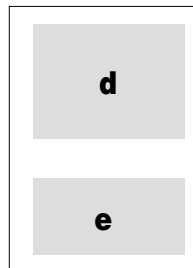
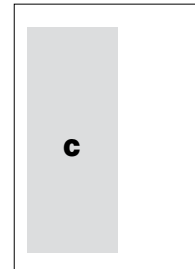
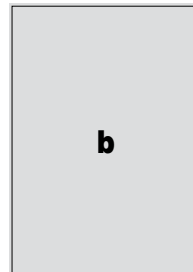
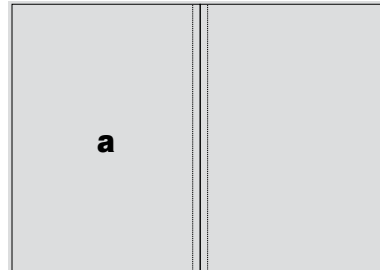
## PERSPECTIVES 2018

### ADVERTISING SPECIFICATIONS

Sizes and Shapes (width x height)

<b>a)</b> Double page spread	
trim area*	420x 297mm
image area	388x 257mm
<b>b)</b> Full page	
trim area*	210x 297mm
image area	180x 257mm
<b>c)</b> Half page vertical	88x 257mm
<b>d)</b> Half page horizontal	180x 128mm
<b>e)</b> Third page horizontal	180x 86mm
<b>f)</b> Quarter page vertical	88x 128mm
<b>g)</b> Quarter page horizontal	180 x 64mm

\*Add 3mm bleed to all sides to all full and double page adverts



### ARTWORK

All artwork should be of a high resolution, at least **300dpi**, in **CMYK** (4 colour process) with all fonts embedded and supplied in our preferred format, a PDF. All full page or double page adverts should include at least 3mm bleed.

*Please make sure before you send us your final hi-res PDF that all logos, images and text DO NOT use SPOT or RGB colour. Also ensure that you use PROCESS CMYK and not spot in your colour swatches.*

*Word files will not be accepted as artwork.*

### SUPPLY

Emails under 10mb or share a dropbox or other digital transfer system to [design@contrafed.co.nz](mailto:design@contrafed.co.nz)

### OTHER SERVICES

Contrafed Publishing also offer writing, design and contract publishing services. For rates and further information, please contact us.

*PLEASE NOTE. All rates GST exclusive. Overseas advertisers do not pay GST.*

### CONTACTS

#### ADVERTISING

**Charles Fairbairn**

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#### ARTWORK • DESIGN

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#### PUBLISHER

**Contrafed Publishing Co Ltd.**

Suite 2.1, 93 Dominion Road,

Mt Eden, Auckland 1024

New Zealand

**CONTRAFED PUBLISHING CO LTD – TERMS & CONDITIONS OF TRADE**

**1. Definitions**

- 1.1 "Publisher" shall mean Contrafed Publishing Co Ltd T/A Contractor Magazine and its successors and assigns.
- 1.2 "Advertiser" shall mean the Advertiser or any person or Publisher acting on behalf of and with the authority of the Advertiser.
- 1.3 "Goods" shall mean Goods supplied by the Publisher to the Advertiser (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.4 "Services" shall mean all services supplied by the Publisher to the Advertiser and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).
- 1.5 "Price" shall mean the cost of the goods as agreed between the Publisher and the Advertiser subject to clause 3 of this contract.

**2. Goods / Services**

- 2.1 The Goods / Services shall be as described on the invoices, quotation, work authorisation, sales order or any other work commencement forms as provided by the Publisher to the Advertiser.
- 2.2 These Terms and Conditions are to be read in conjunction with the Firms letter of engagement. If there are any inconsistencies between the two documents then the Terms and Conditions contained in this document shall prevail.

**3. Price And Payment**

- 3.1 At the Publishers sole discretion;
  - (a) The Price shall be as indicated on invoices provided by the Publisher to the Advertiser in respect of Goods supplied; or
  - (b) The Price of the Goods shall be the Publisher's quoted Price which shall be binding upon the Publisher provided that the Advertiser shall accept in writing the Publisher's quotation within thirty (30) days.
- 3.2 Time for payment for the Goods/Services shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods/Service.
- 3.3 Payment will be made by cash, or by cheque, or by bank cheque, or by any other method as agreed to between the Advertiser and the Publisher.
- 3.4 The Price shall be increased by the amount of any GST.

**4. Risk**

- 4.1 If the Publisher retains title to the Goods nonetheless all risk for the Goods passes to the Advertiser on delivery.
- 4.2 If any of the Goods are damaged or destroyed prior to title to them passing to the Advertiser, the Publisher is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Publisher is sufficient evidence of the Publisher's rights to receive the insurance proceeds without the need for any person dealing with the Publisher to make further enquiries.

**5. Consumer Guarantees Act 1993**

- 5.1 This agreement is subject, in all cases except where the Advertiser is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993.

**6. Default & Consequences Of Default**

- 6.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
- 6.2 If the Advertiser defaults in payment of any invoice when due, the Advertiser shall indemnify the Publisher from and against all of the Publisher's costs and disbursements including on a solicitor and own client basis and in addition all of the Publisher's nominee's costs of collection.
- 6.3 The agency and client shall be held jointly and severally responsible for payment on time in accordance with MPA terms and conditions.
- 6.4 Without prejudice to any other remedies the Publisher may have, if at any time the Advertiser is in breach of any obligation (including those relating to payment), the Publisher may suspend or terminate the supply of Goods to the Advertiser and any of its other obligations under the terms and conditions. The Publisher will not be liable to the Advertiser for any loss or damage the Advertiser suffers because the Publisher exercised its rights under this clause.
- 6.5 If any account remains unpaid at the end of the second month after supply of the Goods or Services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause 6.1 hereof.
- 6.6 In the event that:
  - (a) any money payable to the Publisher becomes overdue, or in the Publisher's opinion the Advertiser will be unable to meet its payments as they fall due, or;
  - (b) the Advertiser becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or;

- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Advertiser or any asset of the Advertiser, then without prejudice to the Publisher's other remedies at law;
- (i) the Publisher shall be entitled to cancel all or any part of any order of the Advertiser which remains unperformed in addition to and without prejudice to any other remedies; and
- (ii) all amounts owing to the Publisher shall, whether or not due for payment, immediately become due and payable.

**7. Title**

- 7.1 It is the intention of the Publisher and agreed by the Advertiser that property in the Goods shall not pass until:
  - (a) The Advertiser has paid all amounts owing for the particular Goods, and
  - (b) The Advertiser has met all other obligations due by the Advertiser to the Publisher in respect of all contracts between the Publisher and the Advertiser, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Publisher shall have received payment and all other obligations of the Advertiser are met.
- 7.2 Receipt by the Publisher of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Publisher's ownership of rights in respect of the Goods shall continue.
- 7.3 It is further agreed that:
  - (a) Until such time as ownership of the Goods shall pass from the Publisher to the Advertiser the Publisher may give notice in writing to the Advertiser to return the Goods or any of them to the Publisher. Upon such notice the rights of the Advertiser to obtain ownership or any other interest in the Goods shall cease.
  - (b) If the Advertiser fails to return the Goods to the Publisher then the Publisher or the Publisher's agent may enter upon and into land and premises owned, occupied or used by the Advertiser, or any premises as the invitee of the Advertiser, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

**8. Personal Property Securities Act 1999 ("PPSA")**

- 8.1 Upon assenting to these terms and conditions in writing the Advertiser acknowledges and agrees that:
  - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - (b) a security interest is taken in all Goods previously supplied by the Publisher to the Advertiser (if any) and all Goods that will be supplied in the future by the Publisher to the Advertiser during the continuance of the parties relationship.
- 8.2 The Advertiser undertakes to:
  - (a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Publisher may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse, the Publisher for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
  - (c) not register a financing change statement or a change demand without the prior written consent of the Publisher;
  - (d) give the Publisher not less than fourteen (14) days prior written notice of any proposed change in the Advertiser's name and/or any other change in the Advertiser's details (including but not limited to, changes in the Advertiser's address, facsimile number, or business practice); and
  - (e) immediately advise the Publisher of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 8.3 The Publisher and the Advertiser agree that nothing in sections 114(1) (a), 133 and 134 of the PPSA shall apply to these Terms and Conditions.
- 8.4 The Advertiser waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 8.5 Unless otherwise agreed to in writing by the Publisher, the Advertiser waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 8.6 The Advertiser unconditionally ratifies any actions taken by the Publisher under clauses 8.1 to 8.5. under and by virtue of the power of attorney given by the Advertiser to the Publisher.

**9. Cancellation**

- 9.1 The Publisher may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Publisher shall not be liable for any loss or damage whatever arising from such cancellation.

**10. Privacy Act 1993**

- 10.1 The Advertiser and the Guarantor/s (if separate to the Advertiser) authorises the Publisher to:
  - (a) collect, retain and use any information about the Advertiser, for the purpose of assessing the Advertiser's creditworthiness or marketing products and services; and
  - (b) to disclose information about the Advertiser, whether collected by the Publisher from the Advertiser directly or obtained by the Publisher

- from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Advertiser.
- 10.2 Where the Advertiser is a natural person the authorities under (clause 10.1) are authorities or consents for the purposes of the Privacy Act 1993.
- 10.3 The Advertiser shall have the right to request the Publisher for a copy of the information about the Advertiser retained by the Publisher and the right to request the Publisher to correct any incorrect information about the Advertiser held by the Publisher.

**11. General**

- 11.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.2 All Goods supplied by the Publisher are subject to the laws of New Zealand and the Publisher takes no responsibility for changes in the law which affect the Goods supplied.
- 11.3 The Publisher shall be under no liability whatever to the Advertiser for any indirect loss and/or expense (including loss of profit) suffered by the Advertiser arising out of a breach by the Publisher of these terms and conditions.
- 11.4 The Publisher reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Publisher notifies the Advertiser in writing of such change.

**12. General Advertising Terms & Conditions**

- 12.1 The Publisher reserves the right to refuse or omit publications of any advertisement deemed unsuitable for publication.
- 12.2 The Publisher reserves the right to omit or defer insertions to conform to the availability of space. Any such omissions shall not be deemed to be a violation of any agreement between the Publisher and the Advertiser.
- 12.3 The placement of an advertisement on a preferred position shall be at the discretion of the Publisher unless a preferred position is specified and available and payment of the appropriate loading undertaken. Whilst every care is taken the Publisher will not accept liability for any loss whatsoever incurred through error of non-appearance of any advertisement.
- 12.4 In cases where actual space taken falls below the contracted volume, the Publisher will surcharge all space taken at the applicable rate at the end of the contract period.
- 12.5 The Publisher reserves the right to revise advertising rates at any time.
- 12.6 Casual displacement, rejection or omission of an advertisement does not invalidate an order.
- 12.7 Cancellations must be effected before 5.00pm on the booking deadline date (10th of the month prior to publication) and must be in writing. The Publisher reserves the right to charge in full for advertising cancelled after deadline.
- 12.8 In the event of material not being submitted by the due copy date the Publisher shall have the right to use a previous advertisement or to compose or enter substitute copy at the Publisher's absolute discretion, and charge full rates plus any production costs incurred.
- 12.9 All advertising material shall be delivered to the Publisher's advertising manager without expense to the Publishers otherwise the client will be charged accordingly.
- 12.10 Any expenses incurred after material deadline date (such as freight, couriers, toll calls) in endeavouring to secure material shall be recoverable from the Advertiser or agency and shall be charged out as no commission bearing disbursement.
- 12.11 If submitted camera ready material is not to specification any expense will be recoverable from the Advertiser or their agency for correction or amendment.
- 12.12 If an advertisement requires preparation a fee will be charged for typesetting and scanning.
- 12.13 The Publisher accepts no responsibility for printing accuracy where colour guides are not supplied.
- 12.14 No responsibility can be accepted for any loss arising from failure or all part of an advertisement to appear or for any error in an advertisement.
- 12.15 Material is held at the Advertiser's risk and not insured by the Publisher. Material is held for one year.
- 12.16 The Publisher reserves the right to restrict the size of the magazine and number of advertising pages contained therein.
- 12.17 The word "advertisement" will be placed above any advertisement which in the Publisher's opinion resembles editorial copy. The sponsor of any advertisement must be identified by product or company.
- 12.18 Material presented by Advertisers as editorial shall be subject to normal editorial policy (ie alteration). No payment will be made to the Advertisers by the Publisher for such editorial.
- 12.19 The Advertiser warrants that the advertisement does not contravene the provisions of the Fair Trading Act 1986, the Consumer Guarantee Act 1993 or any other consumer protection legislation.
- 12.20 The Advertiser indemnifies the Publisher and the printer of the advertisement against all claims and losses suffered by each of them resulting from a breach of this warranty by the Advertiser.