

Yes Media - Terms and Conditions

1. These terms and conditions form an integral part of the Yes Media Booking Form. By signing the Yes Media Booking Form, the Advertiser agrees to be bound by these terms and conditions.
2. Advertising orders may only be cancelled in writing and only prior to the relevant Booking Deadline (as specified on the official publication Rate Card). All cancellations will incur a 50% cancellation fee which becomes payable upon receipt of the cancellation instruction. Any cancellation received after the Booking Deadline will be of no effect and the full rate will remain payable.
3. All orders below R7 500.00 are invoiced and payable upon completion of the Booking Form. If payment is not received by the Booking Deadline date, Yes Media reserves the right to withhold publication of the advertisement.
4. A deposit of 50% of the booking value is required to secure the booking. If the deposit is not received within 7 days from completion and receipt of the Booking Form, Yes Media reserves the right to withhold publication of the advertisement. In certain instances (e.g. government entities, registered advertising/media agencies, or JSE listed corporations) Yes Media may waive the deposit requirement in favour of proof of the Advertiser's formal procurement process. Such a waiver shall be without any prejudice to Yes Media's rights and/or Yes Media's rights to later require a deposit and/or Yes Media's rights to withhold publication of the advertisement.
5. The balance of the booking value is invoiced on the publication date or 30 days after the Booking Deadline, whichever is the earlier date. Invoices become payable on the invoice date (or 45 days from invoice date if the invoice is to be paid by a registered advertising agency).
6. It is the Advertiser's responsibility to supply suitable material to Yes Media prior to the Material Deadline(s). If material is not supplied, Yes Media reserves the right to repeat previously placed material and/or to replace it with any other content or advert. The Advertiser shall remain liable for immediate payment of the full booking value. Advertising material must be supplied in the digital format stipulated by Yes Media from time to time.
7. In the case of bookings for Profiles or Advertorial copy, it is the Advertiser's responsibility to assist Yes Media in the compilation and production of the profile pages. This includes providing appropriate content and text as well as providing suitable logo's, pictures and so forth prior to Yes Media's Material Deadline(s). If material is not supplied, Yes Media reserves the right to repeat previously placed material and/or to make up its own text and layouts and/or to replace it with any other content or advert. The Advertiser shall remain liable for immediate payment of the full booking value. Yes Media will endeavour to obtain the Advertiser's approval of the Advertiser's final layouts but if the client has supplied material late or is unavailable for approval in time for the Material Deadline, Yes Media may proceed with printing and publishing without approval.
8. No order is subject to, or conditional upon, any editorial content or feature unless specifically stipulated on the Booking Form.
9. If any work is required to make up material or make material press ready, the Advertiser agrees to pay standard production rates. This includes converting open files, resizing advertisements or other alterations of material.
10. Yes Media reserves the right to withhold publication of any advertisement and to cancel any advertising order which has been accepted without providing any reasons therefore.
11. Yes Media will make reasonable effort to avoid errors but accepts no responsibility or liability for losses arising from omissions, failure to publish, publication of incorrect material, typographical errors or any mistake/error of whatever kind, or the unsatisfactory positioning of an advertisement. Yes Media accepts no responsibility for slight variation of colour on advertisements.
12. Yes Media reserves the right to increase or decrease the number of editions published and quantity of copies printed. Yes Media will not decrease the quantity of copies printed from any number quoted on an official Rate Card without notice to Advertisers. Yes Media does not guarantee any given level of readership.
13. The Advertiser indemnifies Yes Media from any claims, costs and expenses that may arise from anything contained within the Advertiser's advertisement and published on the Advertiser's behalf.
14. Yes Media will charge interest at the maximum rate permissible by law on all overdue accounts. The Advertiser consents that Yes Media may carry out any credit enquiries. In the event of legal action being instituted for recovery of any amounts owing by the Advertiser, the Advertiser will be liable for all legal fees and costs on the attorney-client scale, including collection and tracing costs.
15. **The person entering into this agreement on behalf of the Advertiser warrants that they are duly authorised to act on behalf of the Advertiser and, if the Advertiser is a Sole Proprietor, Partnership or Close Corporation, he/she binds him/herself as surety and co-principal debtor for the due performance by the Advertiser and also renounces the right of excussion and division.**