

# Parenting Hub

## TERMS AND CONDITIONS

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Parenting Hub is one of South Africa's largest online lifestyle magazines, targeted toward Parents. Since its inception in 2010, Parenting Hub has grown to be a dominant key player in the market.

We understand that there are many aspects that encompass a Mother, Father or Child and strive toward providing resources and services that accommodates this. Our content is aimed to inform and educate families on issues starting from pregnancy through to the challenges of the teen- age years

This strategy has resulted in retained and new readership being achieved over the past 7 years.

The Parenting Hub website is secure by means of an SSL Certificate ensuring that we are a trusted web source of information with security of online presence being important to our team.

[info@parentinghub.co.za](mailto:info@parentinghub.co.za)  
[www.parentinghub.co.za](http://www.parentinghub.co.za)



# ADVERTISING TERMS AND CONDITIONS

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## INTRODUCTION

These Standard Terms and Conditions (“the terms”) govern the legal relationship between any third party (hereinafter referred to as the “CLIENT”) which engages the services of or contributes content of any nature to the Parenting Hub Online Platform in the form of, but not limited to, online advertising/publication, competition entries and/or in store purchases.

## PARTIES

K2015003371 (Pty) Ltd T/A The Parenting Hub is a private company with limited liability, incorporated in terms of the company laws of the Republic of South Africa with Registration number 2015/003371/07 (hereinafter referred to as “PARENTING HUB”) and Any natural or juristic person who which engages the services of or contributes content of any nature to the Parenting Hub Online Platform in the form of, but not limited to, online advertising/publication, competition entries and/or in store purchases (hereinafter referred to as “CLIENT”).

## GENERAL TERMS AND CONDITIONS

By accessing and using the Parenting Hub Platform, the Parties hereby consider themselves responsible and bound to follow the terms and conditions provided for herein. Should any party not wish to be bound by this agreement, then such Party may not access, display, download, purchase, post and/or otherwise engage on the Parenting Hub Platform in any manner.

It is further understood and agreed that these Terms and Conditions shall apply to each and every engagement by the Client in respect of, but not limited to, new quotes, service provided, advertising purchases, social networking, competition entry and/or online store purchase engagement as if specifically incorporated therein.

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Parenting Hub reserves the right to review and amend the terms and conditions as and when necessary without consultation and/or notice to the Client. Such amendments shall become effective from the date of publication to the PARENTING HUB ONLINE PLATFORM. Accordingly it shall be the responsibility of the Client to check the website from time to time to acquaint himself with any changes which may have occurred. The CLIENT's continued use of the PARENTING HUB ONLINE PLATFORM shall be deemed to be an acceptance by the CLIENT to these amendments.

By executing this agreement, the Parties agree to fulfil any and all commitments which may arise, whether financial or otherwise.

PARENTING HUB accepts no liability for any content posted to the PARENTING HUB ONLINE PLATFORM by a third party. Furthermore that which is expressed in any advert, social media post or otherwise by a third party on the PARENTING HUB ONLINE PLATFORM shall bear no representation of PARENTING HUB, its views or that of its staff, directors or affiliates.

## **ADVERTISING TERMS AND CONDITIONS**

**AD PLACEMENT AND POSITIONING:** The CLIENT understands that specific AD Placement and positioning may not be booked in advance. PARENTING HUB retains full discretion to allocate advertisements to be published on the online platform.

### **ADVERTISEMENT CONTENT & ARTWORK ("INSERTS"):**

All artwork and content shall be supplied by the CLIENT to PARENTING HUB by no later than the 25th day of the month preceding the commencement of the CLIENT's advertising initiative.

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All advertising inserts submitted must reflect the appropriate and correct content intended by the CLIENT. The CLIENT understands that all inserts will be reviewed by PARENTING HUB prior to publication and PARENTING HUB reserved the sole discretion to edit and such insert.

All advertisements, advertorials, biography or other content which need to be corrected due to the CLIENT's fault shall be charged at a rate of R50 (fifty rand) per correction.

PARENTING HUB reserves the right to cancel or reject advertising which is deemed to be inappropriate in light of the core business and ethics of PARENTING HUB's ONLINE PLATFORM.

DIRECTORY LISTINGS: The CLIENT will be contracted to a minimum of 6 months upon placement of a directory listing. The CLIENT/ADVERTISER may select four (4) categories in the directory to host their particular listing.

SCHEDULES: PARENTING HUB shall make every reasonable endeavour to ensure that adverts, newsletters, directory listings et cetera are published or dispatched according the PARENTING HUB's "send out date Schedule". However PARENTING HUB shall not be liable for any loss or damage incurred by the CLIENT due to such delay or failure by PARENTING HUB to do so for any reason whatsoever.

BULK ADVERTISING: CLIENTS shall be entitled to a bulk discount where such client places more than 6 (six) consecutive months advertising with PARENTING HUB (with the exception of articles and social networking promotions) and payment is made in advance.

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The CLIENT understands that PARENTING HUB merely supplies a platform on which the CLIENT is able to advertise their business. PARENTING HUB is not responsible to ensure that the CLIENT receives the desired (or any) amount of business leads.

## **PAYMENT TERMS AND CONDITIONS**

Payment shall be due and payable upon invoice. Please note that PARENTING HUB is not a VAT vendor. Payments are to be made strictly via EFT. No other method of payment will be accepted.

In the event that the CLIENTS account has not been settled in full by the 25TH of the month preceding publication, unless prior arrangement has been made, PARENTING HUB shall be allowed to allocate the CLIENT's advertising space to another CLIENT. PARENTING HUB shall under no circumstances be liable to the CLIENT for any loss of damages suffered as a result. It is noted herein that all payments not received by the 25th of each month will be subject to penalty interest at a rate of 9.25%, each month, until such time as the invoice is settled in full.

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## CANCELLATION OF ADVERTISING CAMPAIGN

Written notice, by way of electronic mail, of cancellation of the agreement shall be furnished by the CLIENT to PARENTING HUB by no later than the 25TH day of the month preceding scheduled publication. The Client understands that he still be liable to pay for work done to date by PARENTING HUB on behalf of the client as well as a 10% (ten per centum) cancellation fee of the invoice amount.

In the event that the CLIENT neglects to make payment of the invoice by the 25th day of the month in which publication is scheduled, PARENTING HUB shall be entitled to assume that the customer no longer wishes to advertise with PARENTING HUB, thereby cancelling the agreement, and PARENTING HUB shall be entitled to allocate the relevant advertising space to another party. The provision of clause above shall apply.

Notwithstanding anything to the contrary herein, in the event that the advertisement not being published due to the failure of the CLIENT to supply artwork and/or the intended advertisement, no refund shall be due to the CLIENT and a 10% (10 percent) cancellation fee shall apply.

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## **BREACH**

In the event of:

any party breaching any term of this agreement and failing to remedy such breach within 14 (FOURTEEN) days after receipt of written notice to do so; or any party being placed under provisional or final sequestration; or any party effecting or attempting to effect a compromise or composition with its creditors; or a judgement being granted against any party in respect of any debt which remains unsatisfied for a period of 7 (seven) days after such judgement will have come to the attention of either party; or any party having made any materially incorrect or untrue statement or representation in connection with this agreement or his financial affairs or any particulars thereof and such statement or representation has not been remedied within 7 (seven) days after delivery to the party of a written Notice requiring such remedy; or either party committing any act or allowing any omission which might prejudice either party's rights under this agreement; then and in any such event, the prejudiced party shall be entitled, without prejudice to any other rights which it may have in law, claim immediate repayment of all outstanding amounts notwithstanding that the due date for payment of such amount has not yet arrived and cancel the agreement forthwith.

## **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties with regard to the matters dealt with herein and no representations, terms, conditions or warranties express or implied not contained in this agreement shall be binding on the parties.

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## **INDULGENCES**

No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

## **JURISDICTION**

PARENTING HUB shall have the right at its sole option and discretion to institute proceedings in any competent Court which might otherwise have jurisdiction.

## **SEVERABILITY**

Should any provision of this agreement be void for vagueness or for any other reason, then that provision shall be capable of being severed from the remainder of this agreement, which shall remain of full force and effect.



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## INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context:-

“The/this Agreement” means the agreement as contained in this document including all Appendices, Annexures and Schedules hereto;

“Party/ies” means all parties to this Agreement;

“Notice” means written notice;

“Services” shall mean advertising and marketing functions provided by the Parenting Hub.

“Request” shall mean any given project or mandate provided for work to be done;

“Days” shall mean calendar days;

“Seller” means any authorised retailer with listings on the COMPANY online store.

“Listing” means complete details provided in the Product Detail Form for a product on the Parenting Hub online directory.

Any reference to the singular includes the plural and visa versa;

Any reference to any one gender includes the other genders;

Where any term is defined in the context of any particular clause in the Agreement, the term so defined, unless it is clear from the clause in question that the terms so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause.

The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;

A reference to a document includes an amendment or supplement to, or replacement or novation of that document;

Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;

The rule of interpretation that the proposes that an agreement be interpreted against the person drafting it shall not apply to this Agreement;

This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the Republic of South Africa.