



MAIL & GUARDIAN

ADVERTISING

M&G ONLINE CONTACT DETAILS(Johannesburg and Cape Town)

Online Agency Sales

Craig O'Flaherty

M&G main online sales

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Cell: +27 82 777 1898

Email: craig@unitedstations.co.za

Client Media Realeses (VPO)

Buster Pitt

M&G Online - Press Office

Tel: (011) 807 3294

Cell:+ 27 (0) 72 267 1526

buster@mg.co.za

Online Direct Sales

David Mncedisi Qwalana

Online Sales Executive

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Email: davidq@mg.co.za

MGJOBS.CO.ZA CONTACT DETAILS

Suhayl Patel

National Sales Executive

Online: Recruitment

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Email: suhylp@mg.co.za

FOR ALL CAMPAIGN RELATED QUERIES

Tshiamo Legoabe

Advertising Co-ordinator -

Print & Online

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Email: tshiamol@mg.co.za

MAIL&GUARDIAN MANAGEMENT

Churchill Chawane

Key Accounts & Key Industry Manager

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Les van Dyk

Training and development
Manager

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Chrystal Drying

Business Manager Online - Advertising

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TERMS AND CONDITIONS

1. The advertiser agrees to be bound by these terms of acceptance with respect to all or any publications whose advertising is owned or managed by M&G Media Ltd (the M&G) and further agrees that it shall be bound by the provisions of the M&G's rate card (the rate card) for the publication in question as it pertains to all matters set out therein including but not limited to the rates for advertisements, technical specifications, material requirements, submission deadlines and cancellation deadlines and cancellation conditions.

2. All copy for advertisements/advertorials is subject to the approval of the M&G, which also reserves the right to decline or cancel any advertisements/advertorials or series of advertisements/advertorials.

3. No responsibility will be accepted by the M&G for loss arising from typographical or other errors. The M&G's responsibility is limited to industry-standard scanning and printing quality. The M&G is not responsible for any apparent discrepancy in this regard and advertisers are not exempt from liability for the full insertion price reflected on orders and/or copy instructions, should an error have occurred.

4. It is an advertiser's responsibility to supply material suitable for space bookings by the M&G's copy deadlines as set out in the rate card for the publication in question. If copy is not forthcoming, the M&G has the right to make up copy for space booked. Furthermore, the cost of making up the material will be debited to the advertisers.

5. the M&G accepts no responsibility for incorrect material supplied.

6. the M&G will use its best endeavours to place the advertisement correctly as requested by the advertiser but will not be liable for any loss of profits or damages suffered by the advertiser as a result of its failure to do so and any failure in this regard will not entitle the advertiser to withhold payment of the account rendered in any respect. The M&G shall be exempt from any liability arising from force majeure or where performance of their obligations is prevented by circumstances outside its control.

7. Although an enquiry service number may be supplied, this in no way forms part of the contract. The M&G are not responsible for an omission or an enquiry number, nor the failure to supply the advertiser with enquiries. The advertiser may not, in any way, hold back payment or part thereof should the enquiry number service, for whatever reason, not be supplied.

8. Although every effort will be made to place advertisements/advertorials/insertions in requested positions, no guarantees can be given. The placement of advertisements/advertorials/insertions is at the sole discretion of the editor. A guarantee of position is subject to a surcharge being paid by the advertiser as required by the publication in question, otherwise no guarantees will be given.

Cancellation

9.1 Verbal cancellations will not be valid, only a written cancellation confirmed by the M&G will serve as notice. In the event of termination of this agreement for any reason whatsoever, M&G shall forthwith remove all advertisements that may appear in/on M&G print and online.

9.2 No cancellations will be allowed in the week of publishing. If the advertiser insists in cancelling the advert/s on a Monday or Tuesday in the week of publishing for whatever reason a fifty (50%) percent cancellation fee will be charged. If the advertiser insists in cancelling the advert/s on a Wednesday or Thursday in the week of publishing for whatever reason a hundred (100%) percent cancellation fee will be charged.

9.3 Cancellation - Contracts

Cancellation by the advertiser will only be effected through the submission of a written cancellation notice, which must reach M&G within a thirty (30) business day period before the effective cancellation date, with all placements booked to run beyond the cancellation date subject to fifty (50%) percent of all future / remaining rates that would have been paid by the advertisers to M&G in respect of a specific advertising campaign. The claim shall remain liable for all rates due for the period to such cancellation. Should the advertiser insist on a waiver of the cancellation notice period, i.e. immediate cancellation of the campaign, M&G will be entitled to hundred (100%) percent of the originally booked campaign.

10. Series rates quoted apply only to firm orders and insertions must be taken up within a 12 (twelve)- month period unless otherwise arranged. Where the number of insertions does not justify the series rate, a surcharge will be made. Series rates are subject to rate increases that may be announced from time to time.

11. Should the M&G agree in its sole discretion to make up, or complete, an advertisement for an advertiser, then all the M&G production costs will be for the account of the advertiser as per the M&G's advertiser service rates. This includes all photography and layout expenses.

12. All amounts payable are due simultaneously with the confirmation or order, save where the M&G has approved, in writing, an account for the advertiser, in which event.

13.1 Payment is required within 30 (thirty) days from date of statement, unless otherwise agreed in writing;

13.2 the M&G reserves the right to suspend services if payment is not received on due date.

13.3 Nothing herein contained shall be interpreted as obliging the M&G to afford the advertiser any indulgence to effect payment after due date.

13.4 All overdue accounts will bear interest at an interest rate being, if the National Credit Act 2005 (NCA) applies to this agreement, the maximum permitted interest rate as determined by the NCA or any regulations thereto, or otherwise the rate of 2% (two percent) per month, which interest shall be the interest to be capitalised monthly, subject to the provisions of the NCA and its regulations, if applicable;

13.5 In the event of the M&G instructing its attorneys to collect any amounts, all legal fees and collection charges, determined as the maximum permitted fees and charges in terms of the NCA and its regulations. If the NCA, 2005 (NCA) applies to this agreement, or otherwise a collection commission of 20% (twenty percent) of the amount outstanding, tracing agents' fees, and legal fees as between attorney and advertiser, shall be borne by the advertiser.

14. Once an account has been handed over for collection, all payments made shall firstly be allocated towards such collective/tracing fees and charges, thereafter to interest and finally to capital.

15. A certificate under the hand of any director, manager or account of the M&G whose valid appointment need not be proved by the M&G, in respect of any indebtedness of the advertiser to the M&G or in respect of any other fact, including but without limiting the generality of the foregoing, the fact that professional publishing services were rendered, shall be prima facie evidence of the advertiser's indebtedness to the M&G and prima-facie evidence of such other fact and prima-facie evidence of the service rendered, for inter alia the purpose of summary judgement.

16. In all cases where the advertiser uses the postal service or any other services to effect payment, such service shall be deemed to be the agent of the advertiser.

17. Where an advertiser is a company, close corporation, partnership or other legal entity, whether or not the liabilities of the entity exceed the assets either at the time of entering the agreement or on publication, the authorising individual who signs any order as contemplated herein shall hereby bind himself/herself as co-principal debtor, in solidum, for the due and punctual payment of all amounts and sums of money that may now or at any time hereafter be or become due as a result of this contract with and shall bind himself/herself to the provisions of these terms of acceptance, mutatis mutandis.

18. The advertiser agrees that these Terms of Acceptance constitute a valid contract with the M&G and certifies that all information given herein by him/her/it to the representative of the M&G is true and correct.

19. This agreement is governed by South African Law and is subject to the jurisdiction of the South African courts. The M&G is allowed to institute legal proceedings for the recovery of any amount owing hereunder in the Magistrate's Court of any district that by virtue of Section 28 of the Magistrate's Court Act has jurisdiction over the advertiser, but this does not preclude the M&G at its own discretion from instituting legal proceedings in the Supreme Court of South Africa that has jurisdiction over the advertiser.

20. All terms and conditions relating to the services are set out herein. All other terms and conditions are excluded unless agreed to in writing by the the M&G and no other conditions, warranties or representations, whether oral or written, express or implied by statute or otherwise, shall apply hereto.

21. No concession, latitude or indulgence allowed by the M&G to the advertiser shall be construed as a waiver or abandonment of any of its rights hereunder.

22. In the event that any of the terms of these terms of acceptance are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

Technical Specifications:

Production Specifications

Ad material should be supplied by ISDN through the following systems: Websend, Pagestore or FTP. PDFs supplied should be PDF/X-1a newspaper compliant. High-resolution PDFs and JPG's to be supplied.

No open files please.

Proofs

Proofs which accurately represent the tone values of the final material must be supplied.

They should be printed on standard newsprint and must conform to these standards and specifications. Supplied proofs can only be considered as such if they are produced in a manner that truly represents the coldset printing process. Prints that have not been correctly adjusted cannot be considered as contract colour proofs. All proofs must include a recognised colour control strip to allow the proofing operator to be assessed for colour balance, dot gain, slur and trapping. By agreement with your printer, electronically generated proofs, which conform to colour management techniques, may be acceptable.

Booking deadlines:

Main body, Friday, Business - Thursday a week prior to publication

Material deadlines:

Main body, Friday, Business - Tuesday in the week of publication

Supplements:

Booking deadlines:

4 pages - Tuesday a week prior to publication

8 pages - Two week prior to publication

12 pages and more - one month prior to publication

Material deadline:

Friday prior to publication date

Mail & Guardian

South Africa's No.1 Investigative newspaper

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