

# Advertising Placement

Wrap



Full Rear



Rear Window



Side



# Pricing and Standards

## Prices for Advertising Space Rental

Following is a table of cost for advertising space available on Dion's Buses.

| Contract Period | Rear Window | Full Rear | Side      | Side (2 Door) | Wrap        |
|-----------------|-------------|-----------|-----------|---------------|-------------|
| 1-2 Months      | \$410.00*   |           | \$550.00* | \$550.00*     |             |
| 3-5 Months      | \$390.00*   |           | \$510.00* | \$510.00*     |             |
| 6-8 Months      | \$360.00*   | \$750.00* | \$480.00* | \$480.00*     |             |
| 9-12 Months     | \$280.00*   | \$560.00* | \$370.00* | \$370.00*     |             |
| 12 Months       |             |           |           |               | \$20,000.00 |

\* per month

### Pricing:

- Prices exclude GST
- Price for Side includes advertising space for both sides of the bus.
- Prices are for advertising space only
- Hirer is responsible for all Artwork, Production and application costs.
- The sticker production and application must be undertaken by a preferred contractor or if the hirer chooses to use their own contractor, then that contractor must give an undertaking that any damage sustained to the bus as a result of their work will be rectified at their cost. The preferred contractor for Dion's Bus Service is Townsend Signs.
- Advertising fees are to be paid in advance to Dion's Bus Service.

### Advertising Standards

Any advertising placed by the Operator or any Associated Operator on Contract Buses must:

- i. comply with all applicable Laws;
- ii. comply with codes of conduct codes of ethics and codes of advertising for the advertising industry prepared or adopted by the Advertising Standards Bureau of Australia, Office of Film and Literature Classification, Australian Association of National Advertising and the Outdoor Advertising Association of Australia;
- iii. not depict political, religious, or other similar subject matter;
- iv. not resemble or be capable of confusion with directional or informational signs either by shape, size or colour; and
- v. not obscure the route number and destination details on a Contract Bus.
- vi. where, in the Director General's (of the NSW Ministry of Transport) reasonable opinion, advertising on a Contract Bus does not comply with the clauses above, the Director-General may require the Operator to remove an advertising item from a Contract Bus;
- vii. where an order is made by the Director General of the NSW Ministry of Transport for the removal of such advertising, Dion's Bus Service will be required to remove the advertisement within 1 business day of receipt of direction. Dion's Bus Service will notify the hirer of the order so that the hirer may organise for a replacement sign to be posted to the bus. Dion's Bus Service will not be liable for costs associated with replacing the removed advertisement.

**Seapost Pty Ltd t/as Dion's Bus Service must review all copies of proposed advertising material at least 21 days prior to the display period, and reserve the right to reject any or all of the advertising material.**

# Conditions of Order, Production, and Placement of Advertising on Dion's Buses

## 1. Definitions

In this agreement:

"Claims" shall include all manner of action, suits, causes of action, arbitration, debts, dues, costs, claims, demands, interests, verdicts and judgements whatsoever both at law or in equity or arising out of any statute or law.  
"Displays" shall include the advertising material to be displayed pursuant to this Order.

"Transport Authority" shall include any transport or other statutory or quasi statutory authority, any proprietor or operator of the vehicles or other media on which the Displays are to be displayed, any party having arrangements for the display of advertising material for whom Seapost Pty Ltd acts as agent and any other party having statutory and/or contractual rights to exercise control over Seapost Pty Ltd's display of advertising material or the vehicles or other media on which the Displays are to be displayed.

## 2. Production and Printing

2.1. Unless otherwise specified:

2.1.1. The Advertiser must, at least 21 days, (or 28 days in the case of displays involving fully imaged vehicles) before the commencement of the display period, provide Seapost Pty Ltd with a copy of the artwork for the Displays, which is to scale and supplied as finished reflection or electronic art and which is, in Seapost Pty Ltd's opinions, in compliance with this Order; suitable for display and of a nature which will be approved by any Transport Authority whose approval is required.

2.2. The Advertiser shall carry out its own production and printing, and shall be responsible for all associated costs in relation to the production of the advertisement including production, printing, insulation and or affixation.

2.3. The Advertiser must provide Seapost Pty Ltd with the final display on or before the third last working day before commencement of the display period.

2.4. The quantity of displays to be provided will be the number to be displayed, plus an additional quantity as spares, being 10% for display periods not exceeding 12 weeks and 20% for display periods exceeding 12 weeks.

## 3. Displays

3.1. The Advertiser will rent space on Seapost Pty Ltd bus/es as shown in the schedule annexed hereto,

3.2. The Advertiser will pay Seapost Pty Ltd a fee for rental as shown in the schedule annexed hereto in accordance with the terms and conditions herein.

3.3. The display production and application must be undertaken by a preferred contractor or if the Advertiser chooses to use their own contractor, then that contractor must give an undertaking that any damage sustained to the bus as a result of their work will be rectified at their cost.

3.4. In the event of a delay due to Seapost Pty Ltd, the Advertiser will be entitled to an extension of the display period corresponding to the period of the delay and Seapost Pty Ltd will have no other liability to the Agent and/or Advertiser.

3.5. Seapost Pty Ltd will maintain all displays in reasonable condition during the display period.

## 4. Impacting Statutory and Contractual Obligations

4.1. The advertiser acknowledges and agrees that, pursuant to statutory and contractual obligations to Transport Authorities, the display of the Display's is subject to restrictions, including:

4.1.1. Requirements that Artwork and/or Displays be approved before being displayed;

4.1.2. Restrictions as to the subject matter of and materials used for Displays;

4.1.3. Requirements that specified dispute resolution procedures be followed in relation to disputes; and

4.1.4. Requirements that Seapost Pty Ltd disclose information concerning the Order relating to the Displays.

4.2. Under arrangements with Transport Authorities, property in Displays passes to the Authority. As between Seapost Pty Ltd and the Advertiser, property in the Displays is and will remain with Seapost Pty Ltd.

4.3. If the subject media involves assets of the Ministry of Transport (MoT) of New South Wales then Seapost Pty Ltd and the Advertisers acknowledge and agree that:

4.3.1. Seapost Pty Ltd is required to disclose to the MoT details of any revenue derived by Seapost Pty Ltd from this Agreement ("Revenue") and any amounts received or receivable by Seapost Pty Ltd related to this Agreement but not forming part of this Agreement ("Related Revenue").

4.3.2. No Related Revenue will be created arising from this agreement other than Related Revenue disclosed by Seapost Pty Ltd to MoT and in respect of which Seapost Pty Ltd pays to MoT the percentage, if any, which Seapost Pty Ltd has agreed to pay MoT of such Related Revenue.

## 5. Payment

5.1. The display price is payable at time of delivery of the final display advertisements and made to Seapost Pty Ltd unless otherwise negotiated and agreed.

5.2. The Advertiser will be liable for payment of all money due under this Order to Seapost Pty Ltd.

5.3. All amounts payable to Seapost Pty Ltd pursuant to this Order exclude GST and other Governmental taxes and charges in respect of Seapost's Pty Ltd supply to the Advertiser of the goods and services provided for in this Order and the Advertiser agrees to pay such amounts or indemnify Seapost Pty Ltd in respect of such amounts, as Seapost Pty Ltd may direct.

## 6. Fully Imaged Vehicles (Wraps)

6.1. If the Displays are specified in this Order as being fully imaged vehicles, the display price includes the rental and maintenance of the Displays on fully imaged vehicles.

6.2. Seapost Pty Ltd will repair and restore (including all signwriting) the Display on a fully imaged vehicle which is damaged at no cost to the Advertiser for a contract period not exceeding 26 weeks.

6.3. If a fully imaged vehicle is out of service for a period in excess of seven (7) consecutive days the Expiry Date shall be extended for an equivalent period.

6.4. If a fully imaged vehicle ceases to be in service Seapost Pty Ltd will replace the Display at no additional cost to the Advertiser. The Expiry Date will be

extended for a period equivalent to the period for which the Display is not Exhibited on a vehicle in service

## 7. Termination

7.1. Seapost Pty Ltd may terminate this Order and remove all Displays, by serving a written notice to that effect on the Agency and/or Advertiser; if:

7.1.1. The Advertiser fails to supply artwork and/or Displays in compliance with the requirements of this Order within the required time;

7.1.2. Any requisite Transport Authority approval is not obtained within a reasonable time or is revoked;

7.1.3. The Advertiser and/or Agency fails to make a payment within thirty (30) days of the due date;

7.1.4. In Seapost Pty Ltd's reasonable opinion, the Displays are in breach of the warranty in clause 9; or;

7.1.5. The Advertiser fails to rectify any other breach of this Order within a reasonable time of being requested to do so by Seapost Pty Ltd.

7.2. If, during the term of the Order, Seapost Pty Ltd ceases to hold the necessary rights to exhibit Display's on the agreed media, then Seapost Pty Ltd may in its absolute discretion either:

7.2.1. Assign or otherwise dispose of its interest in this Order in respect of the relevant media to the party who holds that right; or

7.2.2. Terminate this Order effective immediately on written notice to the Advertiser and/or Agency.

7.3. In the event of a termination of this Order:

7.3.1. In the case of termination pursuant to clause 7.1, Seapost Pty Ltd will be entitled to payment of a fee, not exceeding the display price, determined by Seapost Pty Ltd to be a reasonable amount to compensate Seapost Pty Ltd for the loss of the Order and disruptions to Seapost Pty Ltd's business.

7.3.2. In the case of termination pursuant to clause 7.2.2, Seapost Pty Ltd will refund a proportionate part of the display price and Seapost Pty Ltd will have no other liability to the Advertiser and/or the Agency.

## 8. Disruption and strikes

8.1. Seapost Pty Ltd will have no liability to the Advertiser and/or Agency, including any liability to vary the display period or refund any part of the display price, in respect of any loss of display period caused by any of the following events:

8.1.1. Any rerouting or relocation to alternate depots of any vehicles on which the Displays are or are to be exhibited;

8.1.2. Any vehicle being out of service for maintenance or repairs;

8.1.3. Any cancellation or variation of special events expected to take place during the display period;

8.1.4. Any strikes or other disruptions to transport services;

8.1.5. Any restrictions to or on withdrawal of Displays in compliance with Transport Authority requirements.

8.1.6. Any other events beyond Seapost Pty Ltd's reasonable control.

## 9. Warranty & Indemnity

9.1. The Advertiser and the Agency, both jointly and severally, warrant that:

9.1.1. The exhibition of the Displays will not contravene any statute, legislation, regulation, rule or requirement of any lawful authority, any public or private right;

9.1.2. The Displays comply with the requirements of any relevant code of conduct, including in respect of alcohol related advertising and the Alcohol Beverages Advertising Code, in respect of which the Advertiser has obtained an approval number under the Alcohol Advertising Pre Vetting System administered by Australian Associated Brewers and Distilled Spirits Industry Council of Australia. The Advertiser must on request provide evidence of compliance and approval.

9.2. The Advertiser indemnifies and shall keep Seapost Pty Ltd, and the relevant Transport Authorities indemnified against any claims howsoever arising, whether directly or indirectly as a consequence of a breach of the warranty in clause 12.1.

## 10. Confidentiality

10.1. All information supplied by Seapost Pty Ltd to the Advertiser and/or the Agency in relation to Seapost Pty Ltd's finances and affairs, media locations, contracts, pricing, methods of business and any other information which is designated confidential by Seapost Pty Ltd or ought reasonably be regarded as confidential are confidential to Seapost Pty Ltd and the Advertiser and Agency must maintain and ensure that its officers, employees, contractors and consultants maintain strict confidentiality in respect of such confidential information.

## 11. Variation

11.1. The Agency has no right to make variations to this Order, including in respect of the display period, other than as may be provided for in this Order.

11.2. No variation to this Order will be effective unless confirmed in writing by Seapost Pty Ltd.

## 12. Assignment

12.1. The Advertiser is not entitled to assign its rights under this Contract without the prior written consent of Seapost Pty Ltd, such consent to be in the absolute discretion of Seapost Pty Ltd.

## 13. Entire Agreement

13.1. This Order contains the entire contract between the parties and supersedes any prior discussions and understandings and no representations have been relied on by the Agency and/or advertiser which are not made in this Order.

Executed on behalf of  
Seapost Pty Ltd

Executed on behalf of

Signature of Director

Signature of Director

Print Name

Print Name

Date

Date