Sydney for Kids Directory Terms and Conditions

1. **Fees**

   The fee for a listing (up to three activities) in the Sydney for Kids Directory costs $50 per annum. All fees are inclusive of GST and must be prepaid by the business / organisation seeking listing (the "Advertiser"). These fees are subject to change at the discretion of the publisher of the Directory (the "Publisher").

2. **New Listings**

   Payment of the fee for the total contract period must be forwarded to the Publisher together with completing the Application Form online.

   The Publisher reserves the right to check the details on all application forms and to make all reasonable inquiries to satisfy itself that the Advertiser conducts a bona fide business matching the description on the application form.

   The new listing will be published in the Directory in the week following receipt of payment.

3. **Renewal of Listing**

   The Publisher will forward an invoice for renewal of the listing, prior to the expiry of the contract period. The Publisher must receive payment of the fees within 14 days of the date of invoice. The Publisher cannot guarantee continuity of a listing if payment is made after the expiry of the contract period.

4. **Denial/Removal of Listing**

   The Publisher may, in its sole discretion, deny listing to any new applicant in which case the Publisher will refund the contract fee to the applicant.

   The Publisher may remove a listing from the Directory at the end of the contract period if the renewal fees have not been received in accordance with these terms and conditions.

   The Publisher may remove a listing from the Directory during the term of the contract if it comes to the Publisher's notice that the business does not in essence match the description on the application form or if the Advertiser's business or website is considered by the Publisher to be unsuitable for a child related site.

   The Publisher will be under no obligation to refund any money to the Advertiser if removal of the listing is done pursuant to this clause.
The Publisher will not be required to refund any money to the Advertiser if the Advertiser requests that its listing be removed.

5. **Information in Listing and linked websites**

The Advertiser warrants to the Publisher that all information contained in the Application Form is correct and the Advertiser indemnifies the Publisher against all liability, damages, loss, cost or expense it may suffer arising out of or in connection with the publication of the listing in the Directory.

The Advertiser further warrants that all information in its listing and any material on linked websites is "G" rated. The Advertiser agrees that it will not publish or allow any information on its linked website that can be interpreted as not suitable for publication on a child related site.

The Publisher will not be liable for the failure of the listing or any part thereof failing to appear or due to errors or problems with the Publisher’s web site or the Internet generally.

It is the Advertiser's responsibility to keep the details in the listing up to date.

The Advertiser acknowledges that third parties have access to the information in the Directory and that the Publisher cannot be held responsible for any use made by a third party of that information.