

WEBSITE ADVERTISING GUIDELINE (EXTERNAL CUSTOMERS)

PURPOSE

New South Wales Operating Theatre Association Inc. (**NSW OTA**) receives various requests to advertise other professional bodies' and organisations' courses / conferences or vacant positions (**Material**) on the NSW OTA website (**Website**). Therefore, this guideline has been developed to create a process to ensure that NSW OTA advertises items that are valid and relevant to the perioperative nursing profession.

APPROVAL PROCESS

The party wishing for its Material (which has not been previously approved) to be advertised on the Website (**Customer**) shall submit its request in writing, including the Material, to the NSW OTA Secretariat. Material shall be provided in the format of a "jpg" or "pdf" document only. The Secretariat will forward the Material and the request to the NSW OTA Membership and Information Technology (**M and IT**) Team, to review the Material and the request, before approval for posting on the Website.

The M and IT Team's review of the Material will include, but is not restricted to, ensuring that, in its discretion:

- the Customer is legitimate, which includes but is not limited to identifying whether any claims from the Customer contain any information which is false, misleading or deceptive, or is likely to be misleading or deceptive to the users;
- the Material contains no spelling mistakes, offensive details or offensive connotations;
- the information contained in the Material is relevant to the perioperative nursing profession; and
- the design of the Material does not contain designs or colours that may cause visual disturbances for the users viewing the advertising.

Following the review of the Material by the M and IT Team, the Team's leader or delegate will direct any identified concerns to the NSW OTA Executive for discussion and guidance if necessary, following which the M and IT Team will action the final decision. The timeframe from the Customer's request until the final decision shall be no longer than 2 weeks. The M and IT Team will then either:

1. For approved requests:
 - a. inform the NSW OTA Executive that the Material has been approved;
 - b. ensure that the NSW OTA website manager has the approved version of the Material for uploading; and
 - c. ensure that the NSW OTA Secretariat is sent the requisite Customer details so as to advise the Customer of the result.
2. For denied requests:
 - a. inform the NSW OTA Executive that the Material has been rejected;
 - b. provide the NSW OTA Secretariat with the documented reason/s for the refusal; and
 - c. ensure that the NSW OTA Secretariat is sent the requisite Customer details so as to advise the Customer of the result.

The NSW OTA Secretariat will then inform the Customer of the decision in writing, using any reasonable method.

RESPONSIBILITIES

No Material published for a Customer on the Website is in any way endorsed or warranted as being accurate by NSW OTA, unless expressly stated otherwise on the Website.

NSW OTA takes no responsibility for, and does not guarantee, the safety of a download of Material from the Website. In particular, NSW OTA does not guarantee downloads of Material to be free from viruses or malware, including but not limited to trojans and worms. The Customer indemnifies NSW OTA against any claims arising from downloads or access of the Material.

NSW OTA takes no responsibility for loss of monies as a result of the cancellation of courses or events advertised in the Material. The Customer indemnifies NSW OTA against any such claims.

A database will be maintained by the NSW OTA Secretariat tracking all advertised Material, to ensure compliance with these guidelines, and that all invoices arising from it have been paid.

The NSW OTA Website officer will be responsible for the uploading and removal of links as appropriate.

FEE STRUCTURE

- Payment will only be required for the advertisement of some Material, as set out in the table below.
- The Customer and NSW OTA shall sign the “Agreement for NSW OTA Inc. Website Advertising Services” (**Agreement**) stating the fee structure and the initial period of advertisement of the Material before the Material is published on the Website.
- For advertisements which require payment:
 - the weekly payment will apply to Monday to Sunday inclusive;
 - one week’s payment in advance needs to be obtained for advertisements;
 - if the Customer wishes to extend the advertisement of the Material, the Customer must submit payment and provide NSW OTA with at least 24 hours’ notice before the advertisement is set to expire;
 - NSW OTA shall provide the Customer with a tax invoice for all payments; and
 - if payment is not received on time for any advertising extensions, the link to the Material will be removed from the Website.
- If the Material relates to courses run by educational institutions or by perioperative nursing organisations:
 - if the Customer agrees to advertise an event of NSW OTA on its website for an equivalent amount of time to the Material; and
 - the Customer and NSW OTA both sign the Agreement,
 then the advertisement of the Material will be free of charge.

Courses by educational institutions	<ul style="list-style-type: none"> • Free as long as reciprocal rights are agreed upon; or • \$250 per week with 1 week upfront payment
Courses by perioperative nursing organisations	
Courses by medical industry partners	<ul style="list-style-type: none"> • \$250 per week with 1 week upfront payment
Courses by non nursing company/organisations	
Private and public hospitals	

Agreement for NSW OTA Website advertising services

This Agreement is made and effective fromWebsite at: <http://www.ota.org.au/>

In consideration of the terms & covenants of this Agreement, and other valuable consideration, the parties agree to the information provided.

GENERAL TERMS

- The parties agree that the "Website Advertising Guideline" forms part of this Agreement.
- NSW OTA agrees to publish the Material on the Website for a period of _____ days commencing from _____ and ending on _____.
- The parties agree to the following fee structure (delete as applicable):
 - \$250 per week with 1 week upfront payment;
 - Free with reciprocal rights agreed upon.
- If the Customer desires to remove the Material from the Website before the end of the agreed period in this Agreement, then the Customer must make a request to the Secretariat of NSW OTA in writing. No refund will be made for such early withdrawal.
- All requests by the Customer for alterations of the Material must be in writing, either by way of e-mail, fax or letter to the Secretariat of NSW OTA. NSW OTA reserves the right to refuse any request for alteration.
- If the Customer pays to renew the advertisement of the Material, and no request is made to amend the Material, then the original Material will be advertised.
- NSW OTA may withdraw advertisement of the Material in its sole discretion. If this occurs, NSW OTA shall refund the Customer any pre-payment at a pro-rata rate based on the number of days remaining in the advertising period.
- The word 'advertisement' will be placed on Material, which, in NSW OTA's opinion, could be mistaken by readers as being created by NSW OTA.
- The Customer retains copyright in the Material, but NSW OTA is provided with a non-exclusive licence during the period of advertisement to reproduce the Material.
- NSW OTA shall not be liable in any manner for any loss or damage whatsoever to any negatives, artwork, disk or other materials the property of the Customer which may be deposited with NSW OTA for the purpose of fulfilling the advertisement of the Material, and such materials shall, at all times, and in respect of all things remain at the risk of the Customer.
- It is the responsibility of the Customer or the Customer's agent to notify NSW OTA immediately of any error in the Material as soon as it appears, otherwise NSW OTA accepts no responsibility for republishing such Material.
- The Website is provided "as is" without warranty of any kind, express or implied and any use of the Website is at the Customer's sole risk. NSW OTA does not warrant that the Website will be uninterrupted or error free, nor does NSW OTA make any warranty as to the performance or any results that may be obtained by use of the Website. NSW OTA makes no other warranties, express or implied, concerning the subject matter of this Agreement.
- The Customer hereby indemnifies and agrees to hold indemnified each and all of NSW OTA, its servants and agents against all liability, claims or proceedings whatsoever which may arise from the publication of any Material pursuant to the Agreement, and in particular but without limiting the generality of the foregoing, indemnify and hold indemnified each and all of them against any action for defamation, discrimination, breach of copyright or infringement of any trade mark, name, description or other intellectual property rights, breach of privacy or for any action under or for any or breach of any provision of any State or Territory fair trading legislation or the *Competition and Consumer Act 2010* (Cth).

NSW OTA Inc. and the Customer agree to the terms and conditions as stated as set forth above.

Customer: _____ Signed By: _____

Name: _____ Title: _____ Date: _____

NSW Operating Theatre Association Inc

Approved by: _____ NSW OTA Executive

Date: _____

Reason, if any, not approved: _____