



- (b) to pay the Initial Costs estimated by Bureau prior to Bureau acting on the Complaint;
  - (c) to pay the Additional Costs to Bureau as and when notified by Bureau to the Complainant;
  - (d) that any failure by the Complainant to pay the Costs will result in Bureau having the right to terminate any rights of the Complainant in relation to the Complaint and any other complaint the Complainant may make to have the Complaint determined by the Board both at the time and any time in the future or to allow any such complaint to lapse until payment has been made;
  - (e) that in the event that Bureau is required to pay GST in respect of any Taxable Supplies made by Bureau under this deed, the Complainant shall pay the applicable GST in addition to the Costs;
  - (f) that the GST referred to in clause 2.1(e) is to be calculated by multiplying the GST exclusive of Costs by the prevailing GST rate.
- 2.2 Bureau agrees to issue a valid Tax Invoice for the purposes of the GST Law for any Taxable Supply made under this deed.

### **3. COMPLAINANT'S WARRANTY**

- 3.1 The Complainant expressly warrants that at the time of lodging the Complaint:
- (a) he/she has read and is aware of the procedures of Bureau set down in the Procedural Guidelines;
  - (b) the advertisement the subject of the Complaint is not the subject of litigation (actually commenced) or an order by a Court or government agency or other body whose decisions are legally enforceable.
- 3.2 If any manner of action, suit, arbitration or proceedings in relation to the advertisement the subject of the Complaint in relation to those matters set out in Section 1 of the Advertiser Code of Ethics is commenced by any person, the Complainant must immediately notify Bureau and Bureau will discontinue the review of the Complaint.
- 3.3 The Complainant agrees that if any manner of action, suit, arbitration or proceedings in relation to the advertisement the subject of the Complaint in relation to those matters set out in Section 1 of the Advertiser Code of Ethics is commenced:
- (a) by the Complainant, the Complainant will forfeit all Initial Costs associated with Bureau's review of the Complaint and will also be liable to pay any Additional Costs;
  - (b) by the advertiser whose advertisement is the subject of the Complaint, or is settled, Bureau will deduct all costs incurred to the date of discontinuance of Bureau's review of the Complaint, including any forfeit amounts stipulated in the Procedural Guidelines, and refund the balance. If the costs to the date of the discontinuance exceed the Initial Costs the Complainant will be liable to pay the Additional Costs incurred by Bureau up to the date of discontinuance.
- 3.4 The Complainant warrants that it is registered for GST purposes.

#### **4. WITHDRAWAL**

- 4.1 The Complainant can withdraw the Complaint at any time during Bureau's review of the Complaint by complying with the procedures set out in the Procedural Guidelines.
- 4.2 In the event that the Complainant withdraws its Complaint, Bureau will refund to the Complainant that portion of the Costs not incurred by Bureau in determining the Complaint up to the date Bureau receives confirmation in writing from the Complainant that the Complaint has been withdrawn, less any forfeit amounts stipulated in the Procedural Guidelines.
- 4.3 If the Complainant withdraws from the Board's review of the Complaint and Bureau's costs in relation to the Complaint exceed the amount paid by the Complainant, the Complainant will be liable to pay to Bureau the amount of the Additional Costs incurred by Bureau.

#### **5. GENERAL PROVISIONS**

- 5.1 This deed is governed by and construed in accordance with the laws in force in New South Wales, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia.
- 5.2 If the whole or any part of the provisions of this deed is void, unenforceable or illegal, it shall be severed and the remainder of this deed shall have full force and effect.

## SCHEDULE 1

### Item 1:

Name of Complainant:

A.C.N. (if applicable):

Address of Complainant:

Facsimile No.:

Attention:

**EXECUTED as a DEED**

**THE COMMON SEAL** of **ADVERTISING STANDARDS BUREAU A.C.N. 084 452 666** was hereto affixed by authority of the Board of Directors in the presence of:

..... )  
Secretary ) Director  
..... )  
Name (printed) ) Name (printed)

**IF COMPLAINANT IS A COMPANY USING A COMMON SEAL:**

**THE COMMON SEAL** of **THE PARTY NAMED AND DESCRIBED IN ITEM 1 OF SCHEDULE 1** was affixed by authority of the Board of Directors in the presence of:

..... )  
Director / Secretary ) Director  
..... )  
Name (printed) ) Name (printed)

**IF COMPLAINANT IS A COMPANY NOT USING A COMMON SEAL:**

**SIGNED SEALED AND DELIVERED** for and on behalf of **THE PARTY NAMED AND DESCRIBED IN ITEM 1 OF SCHEDULE 1** in accordance with section 127 of the Corporations Act in the presence of:

..... )  
Director/Secretary ) Director  
..... )  
Name (printed) ) Name (printed)

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**COST DEED**

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