

Name of shop	Network account number
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Address of shop	Contact name
	Phone
	Fax
	E-mail
	Mobile

Postal address (If different from address of shop)

Business type Sole Trader Partnership Company Trust

Name of person or entity who owns business	ACN/ARBN
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Details of directors/owners/principals of entity who own business

Name	Address	Contact number

Agency types Retail Sub-agent Management Home Delivery

Application for Commercial Credit (Privacy Act 1988)
 Submission of this agreement to ACP constitutes an application by Agent for provision of commercial credit by ACP to Agent. Agent agrees that ACP may obtain information about Agent from a business which provides information about the commercial creditworthiness of persons for the purpose of assessing Agent's application for commercial credit under this agreement.

When accepted by ACP Publishing Pty Limited ACN 053 273 546 of 54-58 Park Street, Sydney, New South Wales (**ACP**) this agreement will be between ACP and you. You are called **Agent** in this agreement. By signing below, you offer to enter an agreement with ACP in the following terms.

_____ Signature of Agent or authorised representative	_____ Signature of ACP authorised representative
_____ Date of signing	_____ Date of acceptance

1. APPOINTMENT OF AGENT

1.1 Appointment

ACP appoints Agent as its non-exclusive agent for the sale and delivery of Magazines on ACP's behalf in the Territory on the terms of this agreement.

1.2 Agency Type

Agent may be a Retail Agent, a Sub-agent Management Agent, a Home Delivery Agent or any combination of these. Agent will continue to be whatever type of Agent corresponds with Agent's functions immediately prior to entering into this agreement. Agent must indicate Agent's type in the box on the front page. Clauses 5, 6 and 7 only apply to Agent if Agent is of the type named in the heading of each clause.

1.3 Period of Agreement

This agreement commences on the date on which ACP accepts and signs the agreement. Either party may terminate this agreement by giving twelve months' written notice to the other party at any time after 30 June 2002. This agreement may also be terminated in accordance with clause 9.

2. PUBLISHER REPRESENTATION

2.1 Publisher Agreements

The terms of this agreement are subject to the terms of any Publisher Agreement relating to Magazines supplied by ACP to Agent. Terms of any such Publisher Agreement prevail over the terms of this agreement to the extent of any inconsistency.

2.2 ACP Magazines

In addition to Agent's obligations in respect of all Magazines, Agent must deal with ACP Magazines and ACP Promotions according to the ACP Magazine Terms. If Agent is unable for any reason to comply with the ACP Magazine Terms, Agent must give ACP notice in writing of this inability and the reasons for this inability. ACP may in its reasonable discretion waive Agent's obligations to comply with the ACP Magazine Terms.

3. DELIVERY

3.1 Range and Quantity of Magazines

ACP will deliver to Agent such titles and quantities of Magazines as ACP reasonably determines are appropriate to Agent.

3.2 Sales Efficiency

ACP will use reasonable endeavours to ensure that Agent is supplied with sufficient titles and quantities of Magazines to meet demand from members of the public and Sub-agents, and to ensure that in any twelve-month period at least 50% in aggregate volume of Magazines delivered to Agent are sold.

3.3 Acceptance of Delivery

Agent must accept delivery of all Magazines delivered to Agent under this agreement. Agent will deal with Magazines under this agreement as ACP's agent and no title in any Magazine will pass to Agent in any circumstances.

3.4 Delivery Location

Agent must provide a secure location with easy access for the delivery of Magazines and must notify ACP of this location. If Magazines were delivered to an insecure location immediately prior to this agreement, Agent must use Agent's best endeavours to provide a secure location where practicable.

3.5 Short Deliveries

Agent must notify ACP within 24 hours if the actual number of Magazines delivered is not consistent with the number of Magazines listed on the label accompanying the delivery of Magazines or if any Magazines are damaged. If Agent does not notify ACP within this time, Agent agrees that in the absence of obvious error the label accurately represents the number of Magazines delivered.

4. DISTRIBUTION AGENT

4.1 Appointment

ACP may appoint any person (including any related body corporate of ACP or any business unit within ACP) as its Distribution Agent to perform any of ACP's functions or obligations under this agreement that relate to the distribution of Magazines.

4.2 Distribution Agreement

Provided ACP complies with any legal requirements, Agent must enter into a distribution agreement with a Distribution Agent appointed under clause 4.1 if that agreement is not contrary to the terms of this agreement or materially less advantageous to Agent than this agreement.

5. RETAIL AGENTS

5.1 Hours

Agent must indicate on the Shop Plan its standard opening hours. If Agent intends to change its opening hours, Agent must first obtain ACP's written consent, which consent will not be unreasonably withheld.

5.2 Agent to Represent ACP

Agent must at all times represent ACP to the best of Agent's ability by providing a courteous and efficient service and must ensure that all magazine racks are kept tidy and that Magazines are correctly sorted into the appropriate categories and pockets.

5.3 Retail Selling Space

Agent must allocate at least 30% of Agent's Retail Selling Space to the display of magazines unless otherwise agreed by ACP.

5.4 Display of Magazines

Agent must use Agent's best endeavours to maximise the sale of Magazines on behalf of ACP by displaying Magazines in prominent positions inside the Agent's shop. Agent must devote at least one Facing to each Magazine title.

5.5 On-sale Period

Agent must ensure that a reasonable number of copies of each Magazine title are displayed for the full On-sale Period. ACP will use its reasonable endeavours to ensure that the On-sale Period of a Magazine is a maximum of two months except in the case of quarterlies, biannuals, annuals, one-shots and other specials.

5.6 Display of Promotional material

ACP will, from time to time, provide Agent with Promotions for the purposes of marketing and promoting Magazines and attracting customers to Agent's shop. Agent must use Agent's best endeavours to ensure that all Promotions supplied by ACP are displayed or used in prominent positions inside or outside Agent's shop.

5.7 Representatives

Agent must, from time to time, allow representatives of ACP to enter Agent's shop to advise and assist with the display or use of Magazines and Promotions.

5.8 Training

Agent must, from time to time, attend such training sessions as are reasonably requested by ACP.

6. SUB-AGENT MANAGEMENT AGENTS

6.1 Delivery to Sub-agents

- (a) Agent must use Agent's best endeavours to maximise the sales of Magazines on behalf of ACP through Agent's authorised Sub-agents and to minimise returns.
- (b) Agent must comply with delivery directions given by ACP about which Magazines Agent must distribute to each Sub-agent, quantities of Magazines to be distributed and Promotions to be provided to Sub-agents. Agent must pass on to Sub-agent any directions of ACP in relation to Sub-agent's display of Magazines and Promotions.
- (c) Agent must ensure that Magazines are delivered to Sub-agents at the earliest possible opportunity after Agent receives the Magazines from ACP.
- (d) If stock is available, Agent must supplement each Sub-agent's stock of Magazines as soon as is practicable after a reasonable request from a Sub-agent or from ACP.
- (e) The terms on which Agent will deliver Magazines to each Sub-agent, including terms of credit and commission, are as set out in the Sub-agency Agreement with that Sub-agent.
- (f) Agent must provide any information about a Sub-agent requested by ACP, including information about the terms on which Agent delivers Magazines to Sub-agent.

- (g) Agent must promptly notify ACP if Agent ceases to supply a Sub-agent for any reason or if a Sub-agent gives Agent notice of termination of a Sub-agency Agreement.
- (h) Agent must pay ACP all amounts owed by Agent under this agreement regardless of any default or non-payment by a Sub-agent. Agent is responsible for collecting on its own behalf all amounts owed by Sub-agent to Agent under a Sub-agency Agreement.

6.2 Authorisation of Delivery to Sub-agents

- (a) Except in the case of home deliveries, Agent must not deliver Magazines to any person other than a Sub-agent to whom Agent is authorised to deliver.
- (b) Agent is authorised to deliver to a Sub-agent if:
 - (i) Agent is granted interim authorisation to deliver to that Sub-agent under clause 6.3; or
 - (ii) that Sub-agent has entered into and remains in a Sub-agency Agreement with Agent, and that authorisation has not expired or otherwise been cancelled under this clause 6.

6.3 Interim Authorisation of Sub-agents

- (a) Agent must submit to ACP with this agreement a Sub-agent List of all Sub-agents in the Territory who have been supplied by Agent for a period of three months prior to 30 June 1999.
- (b) By accepting this agreement ACP grants Agent interim authorisation to deliver Magazines to each person in the Territory listed on the Sub-agent List until 31 October 1999 or any longer period as agreed in writing by ACP. All interim authorisations expire at the end of that period.

6.4 Sub-agency Agreements

- (a) Agent must use Agent's best endeavours to procure that each Sub-agent on the Sub-agent List signs a Sub-agency Agreement with Agent within the interim authorisation period.
- (b) Agent must forward to ACP copies of each signed Sub-agency Agreement within seven days of its signing.
- (c) Agent must not terminate any Sub-agency Agreement except with ACP's written consent. Agent may request such consent at any time if the relevant Sub-agent is in breach of its obligations under the Sub-agency agreement.
- (d) ACP may at any time direct Agent to terminate any Sub-agency Agreement according to its terms.

6.5 New Sub-agents Requested by ACP

ACP may at any time request that Agent enter into a Sub-agency Agreement with a new Sub-agent in the Territory. Agent must use best endeavours to procure that any such new Sub-agent signs a Sub-agency Agreement with Agent and must forward a signed copy to ACP within seven days of signing.

6.6 New Sub-agents Requested by Agent

- (a) If Agent wishes to deliver Magazines to a new Sub-agent in the Territory, Agent must procure that the proposed Sub-agent signs a Sub-agency Agreement with Agent and must forward a copy to ACP for approval.
- (b) If ACP approves of the proposed Sub-agent, ACP will indicate this approval by directing Agent to deliver to that Sub-agent.

6.7 Direct Delivery

ACP may cancel Agent's authorisation to deliver Magazines to a Sub-agent if ACP chooses to deliver directly to that Sub-agent and gives Agent six months' notice of its intention to do so. On cancellation of authorisation Agent must immediately cease delivery to the relevant Sub-agent.

7. HOME DELIVERY AGENTS

7.1 Agent must Home Deliver

Agent must provide home delivery of Magazines to any person who resides in the Territory at the request of that person.

7.2 Nature of Delivery

- (a) Agent must use Agent's best endeavours to deliver all home delivery Magazines by 8:00 am on the first day of the On-sale Period for each Magazine or as is otherwise reasonably requested by the relevant customer.
- (b) Agent must at Agent's cost flat-wrap all Magazines in waterproof plastic before delivery (except where hand-delivered) and must ensure that all Magazines are delivered in good condition.
- (c) Agent must ensure that all Magazines are delivered to the letter box, front porch or other suitable place agreed with the customer.
- (d) Agent must provide each customer with reasonable terms of credit in relation to home delivery.

8. SALES DATA AND OTHER INFORMATION

8.1 Sales Data

- (a) Agent must provide ACP with Sales Data to the maximum of Agent's technical capability to do so.
- (b) Without limiting paragraph (a), Agent must, if technically capable of doing so:
 - (i) provide ACP at all times with direct access on a dial-up basis to scan Sales Data derived from a computerised or electronic point of sale system; or
 - (ii) fill in an electronic template provided by ACP from time to time with Sales Data and e-mail the completed template to ACP on a weekly basis, or as otherwise agreed with ACP; or
 - (iii) report Sales Data on a form provided by ACP from time to time and fax the form to ACP on a weekly basis, or as otherwise agreed with ACP.

- (c) Agent must comply with any reasonable direction of ACP relating to the form and frequency of Sales Data required from Agents.
- (d) Agent must ensure that any point of sale computer installed in Agent's retail shop is of a manufacture, brand and model approved by ACP, which approval will not be unreasonably withheld, and must accept and install any upgrade or enhancement to Agent's computer or electronic equipment provided by ACP that does not unreasonably interfere with Agent's use of that equipment.

8.2 Territory Information

ACP is not obliged to accept any representation by Agent in any map or description provided with the Shop Plan regarding the boundaries of the Territory. ACP reserves its rights to make its own enquiries and decisions as to these boundaries.

8.3 Credit Information

- (a) On request, Agent must provide ACP with all financial and other information necessary for ACP to determine Agent's creditworthiness.
- (b) ACP may use this information to determine the credit terms on which to provide Agent with Magazines under this agreement according to any credit policy developed by ACP from time to time.
- (c) If a material change of circumstances occurs in relation to Agent's business, or if ACP's review of the information provided under paragraph (a) concludes that Agent represents a significant credit risk, ACP may require Agent to provide a security deposit, a bank guarantee or a personal, director or trustee guarantee as appropriate.

8.4 GST Information

Agent must, at the request of ACP and within a reasonable time stipulated by ACP, do all things necessary to enable ACP to claim any available credit, set off, rebate or refund for or in relation to any goods and services tax included in any payment made under this agreement, whether this requires either Agent or ACP to create invoices.

8.5 Other Information

Agent must notify ACP in writing as soon as is practicable of any factors that can reasonably be expected to have a material effect on Agent's ability to perform Agent's obligations under this agreement.

9. DEFAULT AND TERMINATION

9.1 Default by ACP

Agent may terminate this agreement at any time if:

- (a) an Insolvency Event occurs in relation to ACP;
- (b) Agent proceeds with a sale of Agent's business in the circumstances set out in clause 12.3; or
- (c) ACP commits a material breach of this agreement and does not remedy that breach within 30 days of notice by Agent specifying the breach and requiring rectification.

9.2 Default by Agent

Agent is in default under this agreement if, at any time:

- (a) an Insolvency Event occurs in relation to Agent;
- (b) Agent commits a material breach of this agreement, including without limitation:
 - (i) non-payment of any amounts due and payable to ACP under this agreement that remain outstanding for a period of seven days after written notice by ACP;
 - (ii) improper disclosure of Confidential Information; or
 - (iii) delivery of Magazines to any person to whom Agent is not authorised to deliver under clause 6.1;
- (c) Agent commits a breach of the remainder of clause 6 or clause 7 that is not remedied within seven days of notice by ACP specifying breach and requiring rectification;
- (d) Agent commits any other breach of this agreement that is not remedied within 30 days of notice by ACP specifying breach and requiring rectification; or
- (e) ACP reasonably believes that Agent is an unacceptable credit risk based on ACP's credit policy and that ACP's concerns cannot be satisfied by the security mechanisms set out in clause 8.3(c).

9.3 Consequences of Default by Agent

If the Agent is in default under this agreement, ACP may at its option do one or more of the following:

- (a) withhold delivery of Magazines from Agent until Agent has rectified the default to the satisfaction of ACP; or
- (b) revoke Agent's authorisation to deliver Magazines to an affected Sub-agent and arrange alternative delivery to that Sub-agent; or
- (c) allocate all or part of the Territory for home delivery to another person; or
- (d) terminate all or part of this agreement by giving notice to Agent, which termination will take effect from the date of ACP's notice.

9.4 Tax Reform

If any reform in the Australian taxation system, such as the introduction of a goods and services tax, materially affects ACP's rights under this agreement or the parties' ability to perform this agreement, ACP may require that ACP and Agent renegotiate the terms of this agreement. If such a renegotiation cannot be achieved while preserving the essential terms of this agreement then ACP may terminate this agreement by written notice to Agent.

10. DELIVERY AND RETURN PROCEDURE

10.1 No Resale

Agent must not sell or otherwise provide any Magazines to any person on behalf of ACP if Agent has reason to believe that the Magazines will be or are likely to be resold, unless permitted under this agreement.

10.2 Payment

- (a) Following the conclusion of each month, ACP will deliver to Agent a statement setting out (1) the Base Value of each Magazine delivered by ACP to Agent during that month; less (2) the Base Value of any Approved Returns for that month.
- (b) Agent must pay ACP the amount specified in any such statement by the 20th day of the month in which the statement is issued. This amount will be held as a security deposit to be applied against the future sale of Magazines, or the return of Magazines, or the expiry of the deadline for returns.
- (c) Agent's Commission is the only remuneration payable by ACP for performance by Agent of all obligations of Agent under this agreement.

10.3 Failure to Pay

- (a) If Agent fails to pay any amounts due and payable to ACP under this agreement, ACP may withhold delivery of Magazines to Agent until ACP receives payment of all outstanding amounts.
- (b) ACP may require Agent to pay interest on any overdue amounts at the rate of two percentage points per annum above the National Australia Bank Limited reference rate applicable to business loans under \$100,000 as published from time to time.

10.4 Return of Magazines

- (a) ACP will issue a Returns Form during the last week of each month. Agent must verify any unsold copies of a Magazine by completing and returning the Returns Form together with the mastheads of all such unsold copies or the full copies if ACP so requests.
- (b) Copies returned must be received by ACP by the 10th day of the month following the month of issue of the Returns Form. ACP may refuse to accept any returns that are not returned by this due date and in the form required by paragraph (a).

10.5 Alteration of Arrangements

ACP may reasonably alter any part of the arrangements for delivery, sale and return described in this clause 10 from time to time by providing notice to Agent and without prejudice to other terms of this agreement.

11. CONFIDENTIALITY

- (a) Agent must not disclose any Confidential Information except to the extent that disclosure is required by law or is necessary for Agent's own legitimate business use, and must use the Confidential Information only for Agent's own legitimate business use or for the purposes of fulfilling Agent's obligations under this agreement and only to the extent necessary to fulfil those obligations. Disclosure to any publisher other than ACP is not a legitimate business use of Confidential Information.
- (b) Agent may disclose Sales Data to an industry body representing newsagents on terms agreed in writing by ACP.

12. SALE OF NEWSAGENCY BUSINESS

12.1 Notification and Retention Money

If Agent wishes to sell Agent's business and transfer the benefit of this agreement, Agent must first provide ACP with 45 days' notice of the proposed transfer date and must at least 30 days prior to the proposed transfer date:

- (a) procure that the proposed transferee provide to ACP details about its financial position and a completed ACP credit application form; and
- (b) pay retention moneys to ACP sufficient to meet ACP's estimate of the Base Value of all Magazines to be delivered to Agent up to the proposed transfer date.

12.2 Approval Granted

If ACP approves the proposed transferee, ACP will give Agent notice of such approval and:

- (a) ACP will be entitled to set off amounts which become owing by the Agent against the sum paid to ACP under clause 12.1(b);
- (b) upon payment to ACP of all amounts payable up to the transfer date, ACP will at its option either consent to the assignment of this agreement to the transferee or enter into a new ACP standard newsagency agreement with the transferee for a minimum period of three years followed by a notice period of twelve months; and
- (c) 30 days after the transfer date ACP will return to Agent the balance of the retention monies, if any, remaining after ACP's final accounts have been paid. If the amount paid to ACP under clause 12.1(b) is insufficient to meet ACP's accounts, Agent must meet any shortfall within seven days of notification by ACP.

12.3 Approval Withheld

If ACP does not approve the proposed transferee, ACP will give Agent notice of ACP's decision and:

- (a) if Agent decides to proceed with the sale of Agent's business notwithstanding ACP's decision:
 - (i) Agent must pay all amounts due and payable to ACP at the transfer date or instruct ACP to set off such amounts against the payment made under clause 12.1(b); and
 - (ii) this agreement will terminate on the date on which the payment referred to in paragraph (i) is received by ACP; and
- (b) 30 days after the transfer date ACP will return to Agent the retention monies paid to ACP under clause 12.1(b), less any amounts due and payable to ACP under this agreement.

12.4 Sale of Business Abandoned

If Agent decides not to proceed with the sale of Agent's business, upon written notice by Agent ACP will return to Agent the retention monies paid to ACP under clause 12.1(b) less any amounts due and payable to ACP under this agreement.

13. COMPLAINTS AND DISPUTE RESOLUTION

If ACP is in breach of this agreement or has exercised a discretion under this agreement in bad faith:

- (a) Agent may write to ACP setting out full details of Agent's complaint and the reasons why Agent feels ACP should have acted or decided differently;
- (b) if ACP considers it necessary to further investigate Agent's complaint, ACP will contact Agent by telephone or in person and allow Agent a reasonable opportunity to present the complaint to ACP;
- (c) ACP will give reasonable consideration in good faith to Agent's complaint and will take Agent's complaint into account in deciding whether to depart from its earlier action or decision; and
- (d) if Agent remains unhappy with ACP's decision, ACP and Agent will submit to non-binding mediation for a period not exceeding seven days before an independent mediator chosen by agreement between the parties or, where the parties cannot agree, chosen by the Chair of the Magazine Publishers of Australia Association.

14. ACP CORPORATE GROUP

ACP may assign, novate or otherwise transfer the benefit of this agreement, any part of this agreement or any of ACP's rights and remedies under this agreement to any person capable of discharging ACP's obligations under this agreement by giving written notice to Agent. If ACP so deals with the parts of this agreement that relate to the distribution of Magazines, all other rights and obligations under this agreement remain in effect between ACP and Agent. Rights and obligations in the ACP Magazine Terms do not relate to the distribution of Magazines.

15. GENERAL

15.1 Governing Law and Jurisdiction

This agreement is governed by the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

15.2 Further Assurances

Each party must do all things necessary to give full effect to this agreement and the transactions contemplated by this agreement, including any assignment or novation under clause 14.

15.3 Notices

A notice given to either party under this agreement must be in writing and addressed to the address stated on the front page, unless another address is advised by that party. A notice given to ACP under this agreement should be given to the attention of the Managing Director, Network Distribution Company.

1. POCKET PLANNER

Agent must display ACP Magazines in accordance with all requirements of the Pocket Planner that relate to Agent's shop, including reasonable requirements as to:

- (a) the number of Facings Agent must allocate to each ACP Magazine title during the Initial Display Period and the balance of the On-sale Period;
- (b) the number of Facings in the Premium Display Space Agent must allocate to each ACP Magazine title;
- (c) the number of Facings in the Premium Display Space Agent must allocate to ACP Magazine titles of Agent's choice and of ACP's choice (which choice will be exercised by Agent if ACP does not exercise this choice); and
- (d) the number of Facings in the Premium Display Space Agent must allocate to any new ACP Magazine title for six months, or any ACP Home Library title for one month, following the launch of that title,

but where an ACP Magazine is sold out, not carried by Agent or disproportionate to the needs of Agent's shop, Agent may replace that ACP Magazine with any other ACP Magazine.

2. POSITIONING OF ACP MAGAZINES

- (a) Agent must ensure that ACP Magazines are displayed in prominent positions in each magazine category.
- (b) Agent must ensure that all copies of ACP Magazines are arranged within the clear view of customers and not in non-display areas. If Agent is unable to display all copies of ACP Magazines delivered, Agent must display as many copies as practicable of each ACP Magazine delivered.

3. ACP HOME LIBRARY

- (a) Agent must accept and prominently display all racking provided by ACP for ACP Home Library, which ACP will use its best endeavours to ensure is proportionate in size to the size of Agent's retail shop. Agent must display ACP Home Library on such racking in the manner notified by ACP from time to time.
- (b) Agent must ensure that ACP Home Library is displayed in a manner at least equal to the products of other publishers in the cookbook category and in a prominent position in the craft and gardening category. If Agent's shop includes an area dedicated to cookbooks and similar publications, Agent must ensure that at least 50% of this area is dedicated to ACP Home Library cookbooks.

4. DUMP BINS AND COUNTER PACKS

Agent must dedicate space for at least one dump bin and one counter pack to be permanently available to ACP

Magazines and ACP Promotions as advised from time to time by ACP. Where spaces for additional dump bins or counter packs are available, Agent must allocate at least the Sales Proportion of those spaces to ACP Magazines and ACP Promotions. Where no counter pack is available, Agent may substitute a stack of ACP Magazines selected by Agent.

5. LAUNCH SUPPORT

Whenever ACP launches a new title, Agent must support the launch by complying with the requirements of the Pocket Planner and following any reasonable directions of ACP. ACP's directions may include the display of dump bins, counter packs, window displays, signage, posters, a significant number of prominently positioned Facings for cascade display.

6. POSTERS

Agent must maintain at least six magazine poster racks inside Agent's shop and at least six magazine poster racks outside Agent's shop where permitted by the terms of Agent's lease of premises, the physical dimensions of Agent's shop and local council regulations. Without limiting the previous sentence, Agent must allocate at least the Sales Proportion of Agent's poster space to ACP posters.

7. SIGNAGE

If reasonably requested by ACP and permitted by the terms of Agent's lease of premises, Agent will install at ACP's cost a prominent sign nominated by ACP on or under Agent's awning or similar position, and such other signage as may be reasonably requested by ACP from time to time.

8. WINDOW DISPLAY

Agent must allocate at least 20% of Agent's total window space to ACP Promotions.

9. EQUAL TREATMENT

Without limiting any of the above clauses, Agent must display ACP Magazines and ACP Promotions in a manner that is at least equal to the display of the products and promotions of other publishers.

10. LEASE OR OTHER RESTRICTIONS

Agent must use reasonable endeavours to obtain approvals from lessors or councils or shopping centre managers or other persons exercising control as to signage, street displays and other matters as necessary to facilitate the requirements set out in this Schedule A. Agent must advise ACP of steps taken to fulfil these requirements and follow ACP's reasonable directions in relation to obtaining these approvals.

11. SUB-AGENTS

If Agent is a Sub-agent Management Agent, Agent must use Agent's best endeavours to ensure that at least the Sales Proportion of all Magazines displayed in each Sub-agent's shop are ACP Magazines.

In this agreement, including all schedules to this agreement:

ACP Home Library means ACP Magazines connected with the series of publications known as “The Australian Women’s Weekly Home Library” or which are otherwise in the nature of cookbooks or other home reference material published by ACP.

ACP Magazines means all Magazines that are published by ACP or its divisions or related bodies corporate or are included in the Pocket Planner.

ACP Magazine Terms means the terms set out in Schedule A to this agreement as varied or replaced by agreement between ACP and Agent from time to time.

ACP Promotions means all Promotions relating to ACP Magazines.

Approved Returns of any month means Magazines returned in accordance with clause 10.4 in relation to the previous month.

Base Value means the Recommended Retail Price of a Magazine less the Commission.

Commission means 25% of the Recommended Retail Price of a Magazine or such other percentage as is agreed between ACP and Agent from time to time.

Confidential Information means the following, whether or not in material form:

- (a) the terms of this agreement;
- (b) all information (including, without limitation, information relating to ACP’s business dealings, contracts, computer operations and systems, marketing, sales and business plans, promotions, financial data and other sensitive corporate information) that is treated or designated by ACP as confidential; which is not generally known other than to personnel of ACP; or which should reasonably be regarded in all the circumstances as confidential to ACP; and
- (c) all Sales Data.

Distribution Agent means an agent appointed by ACP to undertake distribution functions under clause 4.1 and, unless otherwise nominated by ACP, means NDC.

Facing means a pocket, flat stack or other device allowing the entire cover of a Magazine (or, where this is not available, at least the entire masthead of a Magazine) to be displayed.

Home Delivery Agent means a person who delivers magazines, newspapers or other periodicals to homes or businesses.

Initial Display Period means the period beginning at the

commencement of the On-sale Period and ending:

- (a) three days later in the case of weekly ACP Magazines;
- (b) one week later in the case of monthly ACP Magazines; and
- (c) four weeks later for any other ACP Magazines.

Insolvency Event means, in relation to a person:

- (a) the person ceasing to carry on business;
- (b) the person committing an act of bankruptcy or a partnership or trust being dissolved or filing an application for dissolution or winding up or in the case of a company on winding up or the filing of an application to wind up or any step being taken in relation to the party to enter into any scheme of arrangement between the person and its creditors;
- (c) any step being taken by a mortgagee to enter into possession or dispose of the whole or any part of the person’s assets or business;
- (d) any step being taken to appoint a receiver, a receiver and manager, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the person’s assets or business;
- (e) the person disposing of the whole or any part of its assets, operations or business other than in the normal course of business, only insofar as such actions affect the ability of that person to meet its obligations under this agreement; or
- (f) the person ceasing to be able to pay its debts as they become due.

Magazines means all magazines, periodicals and other publications published or distributed by ACP.

NDC or **Network** means Network Distribution Company, an operating division of ACP.

On-sale Period means the period determined by ACP during which an issue of a Magazine is to remain on display and for sale, beginning on the date notified by ACP and ending when ACP recalls the Magazine by the issue of a Returns Form or otherwise in writing.

Pocket Planner means the booklet provided by ACP with this agreement relating to the allocation of Facings under clause 1 of the ACP Magazine Terms, as may be reasonably updated by ACP from time to time to take into account any variation in the range or circulation of ACP Magazines.

Premium Display Space means an area of Agent’s shop that has high store traffic and visibility and is closest to the area set aside for the display of the major daily newspapers available in the Territory.

Promotions means all posters, point of sale promotional material, window display material and other material used to promote Magazines.

Publisher means ACP and any other publisher or distributor of magazines or other periodicals who has appointed ACP to distribute its Magazines to Agent in accordance with this agreement.

Publisher Agreement means any agreement or arrangement between Agent and a Publisher (including ACP acting on behalf of a Publisher):

- (a) under which the Publisher agrees certain terms in relation to the supply of magazines to Agent; and
- (b) in relation to which ACP agrees with the Publisher to undertake the distribution of magazines to Agent.

Recommended Retail Price means the price indicated on the cover of a Magazine or, when no such price is indicated or such price is not in Australian currency, as advised by ACP.

Retail Agent means a person who operates a retail shop for the sale of magazines and other periodicals to the general public.

Retail Selling Space means the space in Agent's shop, measured in square metres, in which customers may browse and products are displayed for sale, and does not include any office space, storage space or counter space.

Returns Form means a form as provided by ACP from time to time setting out issues of each Magazine that have reached the conclusion of their On-sale Period and are able to be returned.

Sales Data means all information about sales, returns and stock levels of Magazines to and from Agent and Sub-agents.

Sales Proportion means the annualised proportion of all magazine sales by number of copies sold that are ACP Magazines, as audited by the Audit Bureau of Circulation from time to time.

Shop Plan means the details of Agent's retail shop as set out on the page of this agreement titled "Shop Plan".

Sub-agency Agreement means an agreement between Agent and a Sub-agent in the form provided with this agreement or otherwise provided by ACP from time to time.

Sub-agent means a person who sells or intends to sell Magazines received from Agent.

Sub-agent List means the list of Agent's Sub-agents prepared by Agent in the form provided with this agreement.

Sub-agent Management Agent means a person responsible for distributing magazines to Sub-agents and managing Sub-agent accounts.

Territory means any territory in which Agent was authorised to provide home delivery or distribution to Sub-agents of newspapers or magazines for the three continuous months prior to 30 June 1999 (or if Agent is solely a Retail Agent, Agent's shop) as may be amended by ACP from time to time.

Size of Retail Selling Space (m ²)	Proportion of Retail Selling Space dedicated to magazines (%)
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Number of Facings in shop <ul style="list-style-type: none"> • Pockets <input style="width: 50px;" type="text"/> • Flat stacks <input style="width: 50px;" type="text"/> • Total <input style="width: 50px;" type="text"/> 	Number of Facings in Premium Display Space
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Agent's shop has space for a total of			
• Dump bins (number)	<input style="width: 50px;" type="text"/>	Window space (m ²)	<input style="width: 50px;" type="text"/>
• Poster racks inside (number)	<input style="width: 50px;" type="text"/>	Signage on external walls (m ²)	<input style="width: 50px;" type="text"/>
• Poster racks outside (number)	<input style="width: 50px;" type="text"/>	Under awning signs (number)	<input style="width: 50px;" type="text"/>
• Counter packs (number)	<input style="width: 50px;" type="text"/>	Awning	<input type="checkbox"/> Yes <input type="checkbox"/> No

Computerised point of sale system			
<input type="checkbox"/> None	<input type="checkbox"/> Tower	<input type="checkbox"/> POS	<input type="checkbox"/> Access
	<input type="checkbox"/> Computer Link	Other	
	Operating on	<input type="checkbox"/> Windows	<input type="checkbox"/> DOS
			Other

Opening hours							
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Pub Hol

Please describe the boundaries of your Territory. Also attach a detailed map highlighting these boundaries.

Sketch your shop layout (defining dimensions in metres). Please highlight your Premium Display Space, magazine racking, counter, windows and door. Also attach any available professional plans or drawings of your shop.

