

Santosha Guides : CLIENT CONTRACT

COMPANY

NAME: _____ DATE: _____
 ADDRESS: _____ TEL: _____
 _____ FAX: _____
 EMAIL: _____ WEB: _____

COMPANY CONTACT

NAME: _____ TEL: _____
 POSITION: _____ FAX: _____
 EMAIL: _____

DETAILS

Travel Guide Book: **SANTOSHA GUIDES - MAURITIUS & RODRIGUES ISLANDS Vol.1 2010**
 Publication date: **November 2010 (please check with Santosha Guides)**
 Type of advertising: (Please Tick)

- <http://www.santoshaguides.com>
- Web Banner:
 - Logo & Links
 - Sun/Sea & Savings:
 - Discounts % (To all **SANTOSHA GUIDES CLIENTS**)
- Travel Guidebooks
- Double Page
- Full Page
- 1/2 Page
- 1/4 Page
- 1/8 Page
- or Listings:

*Full/discounted cost: Rs. _____ Reason: _____

*Cross Promotions/Business Affiliates/Partners/ Strategic Marketing & Management



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Trade up to 20% discounts on our Creative Advertising Solutions and direct all our clients and readers to your services. Join today – download the pdf and mail it back to **C5 L'Hermitage Av King George V, Floreal**. Or scan and email back to marketing@santoshguides.com. When selecting **SUN, SEA & SAVINGS** Affiliates you will receive a **SANTOSHA GUIDES** sticker for your retail stores and checks points. We suggest you make it visible at your ENTRY & EXIT POINT as well as at your PAY POINT or TICKET DESK. Ideally underneath or above credit cards (Visa and MasterCard stickers) This ensures that all Santosh Guides clients recognise your participation and involvement with **SANTOSHA GUIDES**. This guarantees a win-win situation, you, us and the tourists. All **SANTOSHA CLIENTS** must provide the **SANTOSHA Travel Guidebooks** in order to use the negotiated and advertised discount. Any **SUN/SEA&SAVINGS** client that refuses or ignores the negotiated discounts to any **SANTOSHA GUIDES** clients will be prosecuted and instantly removed from the website and Travel Guidebooks.

Signature:

Submission Date:

(please sign on the line to confirm you agree to pay the above amount and before publication date)

CONTACT DETAILS TO APPEAR IN YOUR ENTRY IN THE GUIDE

(IF DIFFERENT FROM COMPANY DETAILS ABOVE)

NAME:	DATE:
ADDRESS:	TEL:
	FAX:
EMAIL:	WEB:

On completion mail it back to us or send it to marketing@santoshguides.com

OUR ANNUAL WEBSITE SUBSCRIPTION FEES ARE AS FOLLOWS:

WWW.SANTOSHAGUIDES.COM

AFFILIATES LOGO & LINKS

Airlines: Rs. 27, 500/yr + V.A.T (Exclusivity Rights Rs. 250, 000/yr + V.A.T)

Tour Operators & Travel Agents: Rs. 20, 000/yr + V.A.T (Exclusivity Rights Rs. 225, 000/yr + V.A.T)

Tourism Attractions and Accommodations: Rs. 10, 000 /yr + V.A.T

Excursions, Rentals Services and other products/providers: Rs. 7, 800 /yr + V.A.T

Restaurants and Nightlife: Rs. 5, 500 /yr + V.A.T

FLASH BANNER: (design cost not included, flash design available email marketing@santoshguides.com)

Airlines: Rs. 37, 500/yr + V.A.T (Exclusivity Rights Rs. 350, 000/ yr + V.A.T)

Tour Operators & Travel Agents: Rs. 25, 000/yr + V.A.T (Exclusivity Rights Rs. 250, 000/yr + V.A.T)

Tourism Attractions and Accommodations: Rs. 20, 000 /yr + V.A.T

Excursions, Rentals Services and other products/providers: Rs. 17, 600 /yr + V.A.T

Restaurants and Nightlife: Rs. 15, 000 /yr + V.A.T

Our Annual Travel Guidebooks subscription fees are as follows:

Vol. 1 Mauritius & Rodrigues Islands (2010)

Double page colour advertising: Rs. 30, 000/yr + V.A.T

Full page colour advertising: Rs. 20, 000/yr + V.A.T

1/2 Page colour advertising: Rs. 15, 000/yr + V.A.T

1/4 Page colour advertising: Rs. 10, 000/yr + V.A.T

1/8 Page colour advertising: Rs. 8, 000/yr + V.A.T

Listings: Rs. 6, 500/yr + V.A.T

Santosh Guides subscription fee: Rs 1,000/yr + V.A.T

STAUB MARKETING PTY LTD TERMS AND CONDITIONS

1. In these terms and conditions, "Advertiser" means the party who books the space and/or any agent acting on his behalf and "Publisher" means Staub Marketing Pty Ltd.
2. These terms and conditions Staub Marketing Pty Ltd apply to all advertisements accepted for publication by the Publisher except insofar as shall otherwise specifically be agreed in writing by the Publisher, notwithstanding that the Advertiser may choose to provide confirmation, purchase order or any other document containing other terms and conditions. The Advertiser shall not be entitled to rely on any representation or warranty, express or implied, which is not contained herein.
3. All advertisements are accepted subject to the Publisher's approval of the copy and to the required space being available. The Publisher will try to place an advertisement in the product section apparently most relevant to the Advertiser but reserves the right to make the final decision as to the position of the Advertisement. The Publisher reserves the right to place the word "advertisement" with copy which (in the Publisher's opinion) resembles editorial matter.
4. Any free listing facility is offered ex-gratia and whilst the Publisher will consider the wishes of the Advertiser, the Publisher reserves the right to make the final decision as to whether to include the same and as to its format and wording and shall not be required to obtain the approval of the Advertiser thereto.
5. The Advertiser warrants and represents that the advertisement (a) does not contravene any law, statute or regulations in England and/or in any other country where the advertisement might appear as a result of its publication by the Publisher (b) is not in any way defamatory or illegal or an infringement of the rights of any third party (c) complies in all respects with the Mauritius Code of Advertising Practice and any other relevant advertising standards prevailing (in England and/or in any other country where the advertisement might appear as a result of its publication by the Publisher) at the time the advertisement is published.
6. The Advertiser will indemnify and keep the Publisher fully and effectively indemnified from and against any losses, costs and expenses howsoever incurred by the Publisher arising out of or in connection with the advertisement and/or in respect of any breach by the Advertiser of paragraph 5 of these terms and conditions. The Publisher will consult with the Advertiser as to the way in which any claim against the Publisher (in respect of which indemnity is sought by the Publisher from the Advertiser) is handled.
7. The Publisher reserves the right (in its absolute discretion) to omit, suspend or exclude an advertisement at any time; any such omission, suspension or exclusion shall be notified to the Advertiser as soon as possible. If the Publisher exercises its rights under this paragraph at any time, the Publisher shall not be liable for costs, claims, liabilities or damages of any kind as a consequence of so doing.
8. All reasonable care will be taken to avoid mistakes but the Publisher does not accept liability for any errors or omissions due to the acts or defaults of third parties or sub-contractors or due to inaccurate or ambiguous copy instructions or due to any other acts, circumstances or defaults beyond its reasonable control. The Publisher shall not be liable for any errors or omissions in the advertisement unless the proof is returned in ample time for corrections to be made before the publication goes to press or are otherwise finalized prior to publication.
9. The Publisher shall have no responsibility if the advertisement is not published on the agreed date as a result of strike, lock-out, fire, storm, flood, riot, explosion, power failure, break-down or failure of systems or machinery or any other event beyond the Publisher's reasonable control.
10. The Publisher does not warrant any particular publication date for the advertisement unless otherwise expressly agreed in writing with the Advertiser and, in any event, time shall not be of the essence as regards the publication date.
11. All advertising insertions shall be submitted by the Advertiser by the closing copy date in the form stipulated by the Publisher and otherwise in accordance with the Publisher's instructions from time to time. Unless the Publisher receives the advertising insertion in the proper form and as per the Publisher's instructions, or if the Publisher is required to perform additional production work as a result of the Advertiser's failure to conform to the Publisher's requirements and/or instructions, the Publisher (in its absolute discretion) reserves the right (a) to make additional charges to the Advertiser for the cost of any such production work or (b) to treat the Advertiser as having cancelled.
12. The Advertiser must supply advertising copy to the Publisher by the relevant copy date quoted by the Publisher. If the required copy is not received by the quoted copy date, the Publisher may (in its absolute discretion) treat the Advertiser as having cancelled. If the Publisher elects to place the advertisement (notwithstanding the late supply of copy by the Advertiser) no promise or assurance is given that proofs will be supplied or corrections made.
13. Advertisement rates may be revised at any time. Orders are accepted on the basis that the price binds the Publisher only in respect of the next issue to be published by the Publisher. If there is a rate increase which the Publisher wishes to charge to the Advertiser, then the Advertiser will have the option either to cancel the remainder of the order without surcharge or to continue the order at the revised advertisement rates.
14. If the Advertiser cancels the balance of a contract for a series of advertisements except in the circumstances set out in paragraph 13 above, then the Publisher has the right to surcharge previous advertisements in the series where series discount had been applied. Series discounts apply only to orders placed in advance and completed within one year from the date of first insertion. The Publisher reserves the right (in its absolute discretion) to surcharge if the insertions are not completed within (a) such one year period or (b) the agreed period.
15. Notice of cancellation or suspension of an advertisement must be received in writing by the Publisher strictly in accordance with the relevant publication's rate card cancellation terms. Cancellations or suspensions received without sufficient notice will be charged for in full by the Publisher.
16. Copy must be supplied by the Advertiser without application or request from the Publisher. Proofs will be supplied where copy is submitted for setting at the printer provided that such copy is received by the quoted copy date. Proofs will not be supplied for advertisement copy supplied as complete artwork or film unless specifically requested in writing by the Advertiser.
17. The Advertiser's property, artwork and any other items are held by the Publisher at the Advertiser's risk and should be insured by the Advertiser against loss or damage from whatever cause. The Publisher reserves the right to destroy all such property, artwork and/or other items which have been in its possession for more than twelve months. Additionally, the Publisher reserves the right to retain all such property, artwork and/or other items until the Advertiser's account has been settled in full.
18. In no event shall the liability of the Publisher for any breach of contract or in tort exceed the price paid by the Advertiser for the advertisement.
19. In no event shall the Publisher have any liability either in contract or in tort for any consequential or indirect loss or damage suffered or incurred by the Advertiser, including (without limitation) loss of profit or damage to reputation or goodwill.
20. These terms and conditions and all other express terms of the contract shall be governed and construed in accordance with English law and the Advertiser submits to the non-exclusive jurisdiction of the English courts in connection with all disputes, claims or actions arising out of or in connection therewith.
21. Contract Renewals will be granted automatically upon receipts of the signed contract and payment. The renewal should reach us with 15 days of the expiry date. Staub Marketing Pty will remind each client about any forthcoming expiration via email. Should a contract expires, the renewal will be considered as a new contract the initial administration fee will be charged. Non-renewal will lead to the deletion of the advertisement from the website and from the travel guidebooks (as they are all on a printing on demand basis)

22. Staub Marketing Pty Ltd can terminate a contract with a client if the client is in breach of the Mauritius law and does not apply to our Terms & Conditions, Privacy policy or mislead any Santosha Guides clients. No reimbursement will be made.

23. By signing this contract you are entering a legal contract with Staub Marketing Pty Ltd to promote your Tourism service and products. This is a legal contract - No cooling off period. Staub Marketing Pty Ltd is not responsible for the performance and the results of such action, all avenues will be considered to maximise and generate as much product awareness as possible. The use of external free social sites such as MySpace, Facebook and Twitter will be exploited.

24. All design requirements are not included in the advertising prices. All extra website and other marketing solutions will be quoted at the discretion of the amount of work involved and quoted accordingly. Extras changes to the work provided will be charged at a standard hourly rate (Rs1400/hr). Flash banner can be especially difficult to create and perform the exact way discussed. All design and marketing required will be completed within a respected time frame.

25. The duty of Staub Marketing Pty Ltd is to promote, publish the information provided to us online and on the travel guidebooks. The domain www.santoshaguides.com is the main advertising the clients agrees to sign and pay for the services, "Santosha Guides" is linked with other free social community site such as Facebook, MySpace and Twitter which are all great at promoting your products and services. Third party advertising, Staub Marketing Pty Ltd is the sole owner of the portal and reserves the right to advertise any products and service. A service provider may not use his space to promote another third party unless the third party is associated as brand representation in Mauritius. A maximum of one third party product may be allowed. Not a combination or rotation of flash banner and logo will be allowed. If a service provider wishes to advertise further products or services, price is negotiable.

26. Site Statistics - the popularity and traffic will be supplied quarterly by Staub Marketing Pty Ltd to all services providers, via email. Services providers will not be granted access to any online counter or to the website's central statistics services.

Statistics incl:

- Total visits (incl unique visitors), hits, page views, time spent
- Geographical Demographics
- Average amounts of visits for the page in which a service provider is registered
- Number of visits generated by www.santoshaguides.com to the service provider's website (if applicable)

27. The standard contract period is one (1) year (yr)

28. The start of the service will commence (5 days) after the signing, payment and all promotions materials are received. All advertisers must provide their own content, logos and flash banner in the right size. Staub Marketing Pty Ltd reserves the right to NOT advertise any advertisers' flash banner if the advertising is offensive, against the law and/or the services provider does not have the required licenses for such service.

29. Contents and advertisements will be revised by Santosha Guides editors to comply with local & international copyrights laws, pictures which are not yours and advertised with us will be the liability of the advertisers. Staub Marketing Pty Ltd does not take any third party offences lightly and the service providers will be removed and banned to advertise on the Santosha Guides for life. Staub Marketing Pty Ltd reserves the right to publish any advertisements and does not have to give any reason for its decision.

30. Updates must be forwarded to Staub Marketing Pty Ltd in due course, a (5) working days period must be allowed to apply the changes on the web portal, in regards to the Travel Guidebooks this may take more than 5 days, we will be operating from a Printing on demand with an international publisher and their in house policy will be published later next year when we select such sub contractor.

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SPAM

We will never knowingly send you electronic messages without your consent.

USE OF COOKIES

Cookies are small pieces of information that your browser stores on your computer hard drive. We use cookies to provide you site usage information as well as to assist us to improve and develop the products and services we offer. Our cookies do not contain any personal identifiable information. If you disable cookies on your web browser, you may not be able to fully experience all features of the Santosha Guides web page.

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APPLICABLE LAW

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OTHER SITES

Staub Marketing Pty Ltd is not responsible for the privacy practices of sites that are linked to this site via hyperlinks, banner advertising or otherwise. Please take care at all times to check whose site you are visiting.

PRIVACY

We recognize that your personal information is important to you and share your concerns about how information is collected, used and shared. Staub Marketing Pty Ltd is committed to safeguarding your personal information and will always handle your personal information securely and carefully. Staub Marketing Pty Ltd is committed to complying with all applicable Mauritian Privacy Laws and ensures that our staff are aware of their obligations. The following should give you a greater understanding on how we collect and use customer information.

WHY WE COLLECT INFORMATION

- We collect information for a number of reasons including:
- To deliver products or services to you
- To complete other transactions with you or on your behalf
- To better understand your requirements and preferences
- Improve our service
- Provide offers that are of greater interest or benefit to you

HOW WE COLLECT THIS INFORMATION

- We collect information in a number of ways:
- When you request our services
- If you open a Sun/Sea/Savings account and advertise with us
- If you pre-order services from us

WHAT WE COLLECT

The personal information we collect is in most cases supplied by you when you place an order or provide feedback to us.

- Name
- Address
- Business address
- Phone number
- E-mail address
- Age details
- Nature of information

WHO WE MAY SHARE YOUR INFORMATION WITH

We will often need to pass your personal details such as your name and address to companies who perform the job require "Transport, Accommodation, Events & Legal Companies" This includes organisations such as Airlines, Local TO's & Travel Agents, etc... We may also disclose personal information to government authorities as required by law. In these circumstances, Staub Marketing Pty Ltd will ensure that these third parties undertake to protect your privacy. If you would like to access or update your personal information, write to our customer service department at C5 L'Hermitage, Av King George V Floreal, Mauritius. We prefer to receive written requests as in many cases this assists us to verify your identity.

DIRECT MARKETING

If you receive marketing offers from sSs Productions and do not wish to receive them in the future, please unsubscribe.

SECURITY

From time to time and in line with customer expectations and legislative changes, our privacy policies and procedures will be reviewed and, if appropriate, updated.

