Queensland Writers Centre Advertising Terms and Conditions

The following terms and conditions apply to all advertising that is published by Queensland Writers Centre (QWC). All advertisers are bound by these terms and conditions.

Publication of Advertising

QWC makes every effort to publish advertising submitted, in the format in which it was received, and in accordance with your placement instructions. This includes images, content, or information relating to published advertisements.

While QWC endeavours to place advertising in the position you have requested, it cannot always do so. QWC is not liable to you if advertising does not appear in the position requested.

QWC reserves the right to:

- Vary the placement of advertising within the publication/e-bulletin
- Change the format of print advertising (including changing colour in accordance with monthly accent colour), and
- Distribute international or online editions of QWC publications without including all inserts or classified sections.

Submission of Advertising

You are responsible for delivering your advertising materials to QWC by the date specified.

You must warrant to QWC that the advertising and the publication by QWC of your advertising does not breach or infringe:

- The Trade Practices Act (Cth), Fair Trading Acts (State) or equivalent legislation;
- Any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
- Any law of defamation, obscenity or contempt of any court, tribunal or royal commission; State or Commonwealth anti-discrimination legislation; the Privacy Act (Cth);
- Any financial services law as defined in the Corporations Act 2001(Cth); or
- Any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).
Advertisements must contain accurate contact details for the person, place, or thing that is advertised.

If advertising looks, in QWC’s opinion, like editorial material, QWC may publish it under the heading ‘Advertising’ with a border distinguishing it from editorial.

While QWC will take reasonable care of any advertising material in its custody and control, it will not be responsible for any loss or damage to advertising material.

Advertising submitted electronically must comply with QWC’s specifications or it may not be published.

If the advertising promotes a competition or trade promotion, you must warrant that it has obtained all relevant permits and authorisations for the competition or promotion and indemnifies QWC against any claim or liability incurred by QWC in connection with the competition or promotion.

E-bulletin Advertising

For e-bulletin advertising, you must:

- Submit text and a click-through URL to QWC at least three working days before the scheduled publication date;
- Comply with QWC’s e-bulletin specifications, which are available on request.
- QWC is not liable for any loss, damages, or liabilities arising from a failure of the internet or any telecommunications structure.
- QWC may, at its discretion, include additional features or inclusions such as third party advertisements within online classified advertising.

Failure to Supply

Cancellations of print advertising must be made in writing by the 12th of the month prior to the date of publication.

Cancellations of e-bulletin advertising must be made at least five days prior to the publication date.

If you do not supply the advertising materials by the deadline specified, QWC may not be able to publish your advertising. You will still be liable for the price quoted in the invoice.

If you miss the deadline, we will endeavour to place your advertising in an upcoming publication, subject to availability.
QWC will not be liable for any costs, expenses, losses, or damages incurred by you arising from QWC’s failure to publish advertising in accordance with your request.

**Right to Refuse Advertising**

QWC reserves the right to refuse permission for advertisements to be placed in any of its print or online publications and to withdraw any advertisements at any time at its sole discretion (even if the advertising has previously been published by QWC).

QWC is not liable to you if it chooses not to publish your advertising, withdraws the advertising, or withdraws a publication that contains your advertising.

Neither the Advertising Terms and Conditions, nor any written or verbal quote by QWC, represents an offer to publish advertising. The only binding contract for advertising between QWC and you, the customer, will be when QWC accepts the advertising in writing, after receiving a completed booking form or generates a tax invoice for that advertising.

**Payment of Advertising**

Payment for advertising will be at the rates in the relevant advertising rate sheet, unless otherwise agreed. Advertising rates may be varied at any time by QWC without notice.

You must pay the amount on your invoice, within thirty days of the invoice date.

The Customer’s eligibility for discounts and rebates will be at QWC’s discretion.

Agency commissions and fees are solely the responsibility of the advertiser. QWC does not agree to pay extra loading or charges, additional to the negotiated advertiser’s fee, for agent commissions and fees.

**Errors**

Please check proofs of advertising promptly (if these are provided to you by QWC) and notify QWC of any errors in the proofs or in published advertising.

QWC does not accept responsibility for any errors submitted by you or your agent, including errors in advertising placed over the telephone.

If you wish to make a claim on QWC for credit, re-publication or any other remedy in respect of advertising, you must send the claim in writing to QWC no later than 14 days after the date of publication of the Advertising.
If you wish to dispute the fee on your invoice, the claim must be made in writing within 30 days of the invoice date.

QWC will only investigate complaints during normal office hours (9am to 5pm, Monday to Friday excluding public holidays).