

ADVERTISING TERMS AND CONDITIONS

1. QTAC reserves the right to reject or cancel any advertisement(s) at its sole discretion.
2. These terms apply to all advertisements provided to QTAC for publication, whether in hard copy format or as arranged by QTAC on its website or through other electronic means.
3. QTAC is under no obligation to accept any advertisement(s) received after relevant deadlines or which are not in accordance with QTAC guidelines and requirements, including the QTAC Guide.
4. QTAC is not bound to publish any advertisement unless and until the relevant advertisement is accepted by QTAC and fees and charges are paid in full. An advertisement is accepted when QTAC publishes it. The Advertiser agrees to pay QTAC's prevailing advertising charges and rates (together with GST) whether or not the Advertiser has had express notice of the same. All Advertisers will be deemed to have accepted QTAC's Terms and Conditions and the applicable advertising rates for advertisements submitted to QTAC for publication. These Terms and Conditions and applicable advertising rates can be found on QTAC's website (www.qtac.edu.au).
5. In the event the Advertiser fails to pay for the requested advertising services in accordance with these Terms and Conditions, or if the Advertiser commits an act of bankruptcy, becomes insolvent, has a receiver or administrator or liquidator or manager appointed over any of its assets, then QTAC may (at its absolute discretion) cancel any current advertising requests and terminate this agreement for advertising that is yet to be published and take proceedings against the Advertiser to recover any overdue amount including costs in relation to any action taken against the Advertiser by QTAC. QTAC is authorised to remove any advertising if QTAC's continuing advertising charges are not paid without any liability to the Advertiser.
6. No conditions, printed or otherwise, appearing on the advertising request or copy instructions, which conflict the QTAC policies or these Terms and Conditions, will be binding on QTAC, unless specifically agreed to in writing by QTAC.
7. No employees or agents of QTAC have the authority to change any of the terms, conditions, and/or general policies of the QTAC Guide.
8. Advertisements must be accurate in all material respects; only include information that the Advertiser is entitled to disclose and, in the case of information not owned by the Advertiser, the Advertiser must have a written authority to use, and to licence QTAC to use, the information in accordance with this agreement; comply with all relevant laws; not infringe the intellectual property rights of any person including any company or organisation; not include any information that is illegal, fraudulent, obscene, offensive or defamatory; not be misleading or deceptive or likely to mislead or deceive; and not comprise anything that may adversely reflect on, or affect, QTAC. The Advertiser is solely responsible for ensuring that the requirements above are satisfied and warrants to QTAC that, at all times, such requirements are satisfied.
9. The Advertiser must immediately advise QTAC of any error in the advertisement(s) or of any circumstances that may cause any advertisement(s) or other information provided to QTAC, to be incorrect, misleading or deceptive or likely to mislead or deceive.
10. Prior to publication, QTAC will review the advertisement(s) and may request the Advertiser to amend it or provide further information regarding it. The review and publication of advertisement(s) by QTAC is not an endorsement of it by QTAC. The positioning or placement of an advertisement in any advertising medium is to be at QTAC's discretion.
11. QTAC retains full and absolute editorial rights regarding what is published and may, in its discretion and without the consent of the Advertiser, make editorial changes to the advertisement(s) prior to its publication. Where changes are required and time permits, QTAC will seek to discuss the changes with the Advertiser.
12. QTAC may republish the advertisement(s) as QTAC determines from time to time in its absolute discretion. QTAC may, but is not obliged to, publish changes to the advertisement(s) on its website or in any supplements or updates that it produces.
13. QTAC does not guarantee that the provision of services will be uninterrupted or error free. There may be delays, omissions, and interruptions in the availability of the services. QTAC is not required to correct any errors in or omissions in the advertisement(s) or to correct any defects in, or issue new releases of, any software used to provide services, but may do so from time to time in its sole and absolute discretion.
14. QTAC may refuse to provide all or any of the publishing services, and without limitation may refuse to publish or withdraw or terminate the publication of the advertisement(s) or any part of it.
15. All rights, title and interest in any and all of the intellectual property owned or developed by QTAC, is the absolute property of QTAC. QTAC does not assign, transfer or otherwise give the Advertiser any proprietary rights in that intellectual property.
16. If QTAC refuses to provide any service for any reason, or terminates this agreement (other than a termination without cause), the Advertiser will remain liable for any fees and charges that are payable under this agreement, and any fees and charges that have been paid by the Advertiser to QTAC will not be refundable.
17. If QTAC reasonably determines that the Advertiser did not cause or contribute to the circumstances giving rise to the exercise by QTAC of its rights to refuse to provide services, or its rights of termination, all fees and charges paid or payable by the Advertiser to QTAC in respect of services yet to be provided by QTAC under this agreement are refundable or cease to be payable, as the case requires. A determination by QTAC of the amount refundable or no longer payable is binding on the Advertiser.
18. These Terms and Conditions comprise the terms upon which QTAC agrees to provide services. QTAC does not give, and the Advertiser acknowledges that QTAC has not given; and the Advertiser has not relied upon or been induced to accept the Terms and Conditions as a result of, any representation or warranty in relation to the QTAC Guide, the QTAC website, the QTAC Course App or services except as expressly set out in any agreement with the Advertiser.
19. To the fullest extent permitted by law, all warranties, whether express, implied or statutory concerning the supply of the services are excluded from these terms and conditions. QTAC's liability for any breach by it of any term or warranty required by statute to be implied into this agreement is limited, at QTAC's option, to either supplying services again or to the cost of supplying the services again.
20. QTAC excludes all implied conditions and warranties from these Terms and Conditions, except any condition or warranty (such as those implied by the Competition and Consumer Act (Cth) which cannot be excluded (non-excluded conditions)). QTAC limits its liability for: breach of any non-excluded condition (to the extent that liability for such breach can be limited); and any other error or omission in publishing caused by QTAC; to (at its option) re-supply of the advertising services affected by QTAC's breach or payment of the cost of re-supply.
21. To the fullest extent permitted by law, the Advertiser releases and discharges QTAC from any claim it has or may have against QTAC by QTAC's liability for any loss or claim not covered which liability will be capped and qualified at the advertising fees received by it from the Advertiser.
22. By submitting advertising material to QTAC the Advertiser warrants that the advertising material complies with all relevant laws and regulations and that its publication will not give rise to any claims or liabilities against its directors, employees or agents. Without limiting the above, the Advertiser warrants that the advertising material submitted does not breach or infringe the Competition and Consumer Act (Cth), the Fair Trading Acts of relevant States of Australia or equivalent or other sale of good legislation; any copyright, trade mark, obligation of confidentiality or other personal or proprietary rights; any law of defamation, obscenity or contempt of any court, tribunal or royal commission; State of Commonwealth anti-discrimination legislation; the Privacy Act (Cth); or any other law (including but not limited to any common law, statute, delegated legislation, rule and ordinance of the Commonwealth or any State or Territory). By submitting, authorising or approving advertising material for publication by QTAC, the Advertiser indemnifies QTAC and its directors, employees and agents against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication for the advertising material. Without limiting the generality of the above, the Advertiser indemnifies QTAC and its directors, employees and agents against any costs, expenses, losses, damages, liability and claims suffered or incurred and arising from the Advertiser's breach of these Terms and Conditions any negligent or unlawful act or omission attributed to the Advertiser in connection with the advertising.
23. The Advertiser indemnifies QTAC from and against all loss, and any claims that may be brought or made against QTAC by any person, that arises directly or indirectly in connection with QTAC providing, or failing to provide, services whether in whole or in part for any reason; any error in or omission from the advertisement(s) or any advertisement(s) being misleading or deceptive or likely to mislead or deceive; any person acting in reliance on any of the services; the Advertiser breaching any of its obligations under this agreement; or any wilful, negligent, fraudulent or unlawful act of the Advertiser. This indemnity is irrevocable and continuing.
24. QTAC may terminate the agreement reached with the Advertiser immediately by written notice to the Advertiser if any invoice by QTAC addressed to the Advertiser remains unpaid after 14 days; the Advertiser breaches a material term of this agreement or any term that is not capable of remedy; or in the case of a breach by the Advertiser of a term of this agreement (other than a material term) that is capable of remedy, the breach is not remedied within 5 days of QTAC giving notice to remedy or the Advertiser becoming aware of the breach (whichever is the sooner). QTAC may terminate this agreement without cause by giving 10 business days written notice to the Advertiser.
25. The Advertiser may terminate the agreement reached with the Advertiser once QTAC has caused all of the Advertiser's advertisements on hand to be published. However, the submission of any further advertisements by the Advertiser with a request to QTAC for publication shall act to renew or reopen the application of these terms and conditions to the Advertiser and to such further advertisements.
26. The agreement incorporates such additional terms and conditions relating to the services as are notified by QTAC to the Advertiser or published on the QTAC website, from time to time. Except as expressly notified by QTAC, these terms and conditions prevail over any such additional terms and conditions to the extent of any inconsistency. It shall be the responsibility of the Advertiser to check QTAC's website (www.qtac.edu.au) for any changes to advertising rates or terms and conditions.
27. If any term or condition is found to be unfair by reason of:
 - (a) causing a significant imbalance in the parties rights and obligations;
 - (b) being not reasonably necessary to protect the legitimate interests of the benefited party; and
 - (c) causing detriment (financial or otherwise) to the other party;then such term of condition shall not annul the contract between the parties but instead, the contract shall apply without the unfair term or condition.
28. If any term or condition in this document is invalid, illegal or unenforceable in any respect, that term or condition is to be severed and the remaining terms will apply. Otherwise, these terms and conditions shall have contractual application to each of the Advertiser and QTAC relating to the publication of the Advertiser's advertisements by QTAC.
29. Any delay or failure by QTAC to enforce any term or condition in this agreement does not constitute a waiver of, or prejudice the future exercise by QTAC of, any of its rights in any way. No waiver by QTAC

will be effective unless it is in writing.

30. This agreement is governed by the law of Queensland and the parties irrevocably submit to the non-exclusive jurisdiction of the courts in that State.
31. By requesting QTAC to publish an advertisement, the Advertiser admits having read all of the foregoing and neither QTAC nor the Advertiser shall be bound by any agreement or understanding not expressed herein, and that the Advertiser understands and agrees to all of the Terms and Conditions contained in this document.