

These terms and conditions apply to all advertising services provided to any entity by the Physical Disability Council of New South Wales (PDCN).

The term “advert” or “advertising” includes the publication of any promotional material on any website, blog, email newsletter, social media or other digital or non-digital communications managed directly by the Physical Disability Council of New South Wales.

Neither these Terms nor any written or verbal quotation by PDCN represent an offer to publish Advertising.

Once the advert is approved by the PDCN Executive Officer and the Online and Social Media Coordinator, email confirmation and an invoice will be issued.

PDCN reserves the right to refuse or withdraw from publication any Advertising at any time without reason, even if the Advertising has previously been published by PDCN. A pro-rated refund will be given in this event.

PDCN will use its reasonable endeavours to publish adverts submitted by Customers in the format submitted, provided that it meets the advertising specifications required by PDCN. Despite this, PDCN reserves the right to modify the format of advert.

PDCN will do its best to endeavour to have all adverts served an equal amount of times but due to the nature of web traffic, we are unable to guarantee this.

PDCN will not be liable for any costs, expenses, losses, or damages suffered or incurred by a Customer arising from a failure by PDCN to publish Advertising in accordance with a Customer's request.

The Customer agrees that any advertisement material provided to PDCN doesn't breach State or Federal laws, including, but not limited to, the Trade Practices Act; Fair Trading legislation; any Anti-discrimination legislation; any Copyright legislation; any law relating to defamation or obscenity; the Privacy Act; or any other law.

PDCN will not be responsible for any loss or damage of advertising material submitted by a Customer, even if caused by the negligence of PDCN.

The Customer accepts full responsibility for content accuracy and the updating and uploading required to maintain aforementioned accuracy to their advert(s) and accepts that any amendments to an advert during an active campaign period will incur a \$49 fee.

Any Customer request for credit, re-publication or any other remedy in respect of Advertising, must be sent in writing to PDCN. PDCN will only investigate complaints during normal office hours (9am to 5pm, Monday to Friday excluding public holidays).

Advertising rates may be varied at any time by PDCN without prior notice.

The Customer must pay for Advertising by pre-payment via direct bank deposit, PayPal (additional fees apply) or cheque.

The Customer is not entitled to a refund or credit because a product or service is no longer available prior to the expiry date of the advertising term.

PDCN may, at its discretion, consider a partial refund or credit in extenuating circumstances upon request, but reserves the right to refuse any refund or credit (whether partial or in full) where an advert is withdrawn by the Customer or upon the Customer's direction.

The Customer acknowledges that it has not relied on any advice given or representation made by or on behalf of PDCN in connection with the Advertising.

The Customer indemnifies PDCN and its officers, employees, contractors and agents (the 'Indemnified') against any costs, expenses, losses, damages and liability suffered or incurred by the Indemnified arising from the Customer's breach of these Terms or any negligent or unlawful or other act or omission of the Customer in connection with the Advertising.

The Customer accepts complete responsibility and all liability for the content of the advert, including the accuracy of the information provided and asserts the legitimate authority to use the information (including photographs, images and logos) for advertising purposes. The Customer warrants that the information provided is true, accurate and legitimate, and indemnifies PDCN against any claims by third parties in connection with the Advertising.

The Customer acknowledges that PDCN accepts advertising material in good faith in the honest belief that it is true and accurate in the absence of any notification to the contrary. It is not practicable to investigate or test the accuracy and veracity of material submitted for advertising purposes, nor is it incumbent on PDCN to do so, but PDCN reserves the right to remove an advert without notice in response to a complaint or allegation.

Without limitation, PDCN will in no circumstances be liable for any unauthorised use or reproduction of the advert or aspects of the advert (including images) by third parties.