

QS Publication Terms

Description

Last updated: 20th May 2024

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QS PUBLICATIONS TERMS

1. Interpretation

The definitions in this clause apply in these QS Publication Terms. Other defined terms shall have the meaning ascribed to them in the General Agreement between QS and the Customer and in the General QS Terms and Conditions.

Advertisement: all advertising content and advertising information and Material which promotes the business of the Customer and shall appear in a QS Publication as specified in the Order.

Deadline Date: the last date for submission of the Advertisement and/or Material by the Customer to QS. Such date to be communicated by QS to the Customer at least 7 days in advance of the Deadline Date.

Material: any information relating to the Customer's business, including logos, which is submitted by the Customer to QS for inclusion in an Advertisement.

QS Publication Services: the publication of Advertisements for the Customer by QS in the QS Publication(s) as agreed between the Parties and set out in the Order.

QS Publication: any publication produced by QS.

2. Publication Requirements

2.1 Customer is responsible for providing QS with all relevant Advertisements and Material by the Deadline Date.

2.2 Customer agrees and acknowledges that:

(a) If QS receives any Advertisement or Material from the Customer after the Deadline Date, QS reserves the right, at its sole discretion, to either:

(i) publish the Advertisement in a later edition of the QS Publication; or

(ii) where Material has been previously supplied by the Customer to QS, to use that Material as the Advertisement in the QS Publication;

(b) If QS does not receive any Advertisement or Material from the Customer QS reserves the right, at its sole discretion, to either:

(i) where Material has been previously supplied by the Customer to QS, to use that Material as the Advertisement in the QS Publication; or

(ii) decline to publish any Advertisement in any QS Publication until such time as an Advertisement or Material has been received from the Customer.

(c) the Advertisement or Material (as modified by Customer, or if not modified, as initially submitted) is deemed approved by Customer in all respects at the Deadline Date and QS reserves the right to refuse to accept any change to any Advertisement or Material supplied after the Deadline Date;

(d) QS may remove any Advertisement from any QS Publication at their sole discretion.

(e) QS reserves the right at its sole discretion and without notice to the Customer to decline to publish, or to change the position within the QS Publication of any Advertisement.

3. Data Ownership

3.1 Customer agrees that all proprietary and Intellectual Property Rights in QS Publications shall at all times be the property of QS.

3.2 The Intellectual Property Rights in the Material provided by the Customer to QS shall, at all times, remain vested in the Customer. The Customer grants QS a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Materials provided by the Customer to QS for the term of the Agreement for the purpose of providing the QS Publication Services.

4. Cancellation

4.1 Once the order for QS Publication Services has been submitted, either by signature of an Order or by submitting an Order online, the Customer shall have no right of cancellation or termination of the QS Publication Services other than in accordance with clause 10 of the QS General Terms and Conditions.

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