

Services Contract Terms and Conditions

1. General

- 1.1 The agreement (herein called the *Services Contract*) between the Designer (Third Planet Group Pty Ltd trading as Third Planet Publications) and the Client with respect to the supply of layout and design services and digital and offset printing described herein (the *services*) shall consist of the terms appearing herein together with any additions or revisions of such terms. The Designer shall not be bound by any additional or different terms, whether printed or otherwise, in the Client's purchase order or in any other communication from the Client to the Designer unless specifically agreed to by the Designer in writing.
- 1.2 The services contract shall be for the benefit of the Designer and the Client and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to writing signed by the Designer, to the extent they modify, add to or detract from the services contract, shall not be binding on the Designer.

2. Terms

- 2.1 A deposit equal to fifty percent (50%) of the quotation will be payable by the Client before any work is commenced.
- 2.2 Unless otherwise specified, the terms of payment for all invoices shall be fourteen (14) days from the date of issue.
- 2.3 Invoices not paid by the due date will bear interest at a rate of ten percent (10%) per day from the date the balance was due to the date of payment in full by the Client. Payment will be credited first against interest accrued.
- 2.4 The Designer reserves the right to deliver and invoice any item or items comprising the whole or part of any order.
- 2.5 The Designer reserves the right to refuse to deliver any services under this agreement if the Client has any monies outstanding beyond the date due for payment on any account with us.

3. Prices

- 3.1 All prices are subject to change without notice and all orders are accepted by the Designer on the condition that they will be billed at the prices ruling at the date of invoicing.
- 3.2 All quoted prices are based on information supplied by the Client and detailed in the initial design brief. Any subsequent amendments requested or omissions identified to the agreed brief prior to completion will incur additional charges based on the number of hours and additional work required to meet the new specifications.
- 3.3 Amendments requested after the presentation of the initial design proof will incur additional charges based on the number of hours and additional work required to meet the new specifications.

4. Validity

- 4.1 All quoted prices for services are valid for a period of thirty (30) days from the date of the quotation. The quotation is not to be construed as an obligation to provide the quoted services but merely an invitation to treat and no contractual relationship shall arise there from until the Client's order has been accepted by the Designer in writing.

5. Errors in documentation

- 5.1 Clerical errors and misprints in calculations, typing, or otherwise in the Designer's documents including price lists, delivery docket, invoice, statement and credit note shall be subject to correction by the Designer by means of reissue of the documents or by adjusting dockets with reference to the original transaction.

6. Ownership of materials, intellectual property and copyright

- 6.1 All material provided to the Designer, or its nominated representatives, and all intellectual property rights or copyright in that material, is and will remain the property of the original owner.
- 6.2 All material produced by the Designer, or its nominated representatives, in performing its obligations under this services contract, and all intellectual property rights or copyright in that material, will upon its creation be the sole property of the Designer.
- 6.3 In this clause 'material' includes but is not limited to documents, equipment, records and data in any medium.

7. Timing and delays

- 7.1 It is expected that the Designer will complete and deliver the services during regular working days. If for any reason the Client requests the Designer to furnish the services outside of regular working hours, then any overtime or additional expenses occasioned thereby shall be invoiced to and paid by the Client to the Designer as part of the purchase price for such services at a rate equal to 1.5 times the quoted cost.
- 7.2 Extra costs incurred by the Designer due to cessation of work occasioned by the Client's instructions or lack of instructions, by interruptions, by mistakes or work for which the Designer is not responsible shall be reimbursed by the Client to the Designer upon demand.
- 7.3 The Designer does not offer any guarantee of the supply of its services by a given date nor does it accept responsibility for delays caused by fire, flood, drought, war, strike, fuel shortage, lockout, accident, transportation delays, delays caused by suppliers or others, inability to obtain material, demand or requirement of Government or statutory authorities beyond its control. In the event of any such delay, the date or dates for performance of the contract by the Designer shall be extended for a period at least equal to the time lost by reason of the delay or the delays subsequently caused there from.

8. Claims and returns

- 8.1 All services completed and supplied to the Client shall be promptly examined upon receipt. No claim will be recognised by the Designer unless such claim is reported to the Designer in writing within seven (7) days after the supply of the services to which the claim relates.
- 8.2 No services may be returned for credit unless the Designer's approval has first been obtained in writing and the original invoice number and date have been quoted for reference.

9. Alteration of conditions

- 9.1 No employee, representative or agent of the Designer is authorised to alter, vary, or waive these terms and conditions in any form.

10. Freight charges

- 10.1 The Client is responsible for all freight charges. The Designer will nominate the carrier unless specified in the Client's order.

11. Goods and Services Tax

- 11.1 All prices quoted will be subject Goods and Services Tax (GST) in accordance with the relevant legislation in force at the time of sale. The Designer will specify the GST component as part of the total invoice amount to be paid by the Client.