



Conditions of Business

1. INTRODUCTION

- 1.1 These terms and conditions ("the terms") govern every contract made between Lass & bonnie for the supply of goods and services to any person, firm or company ("the client").
- 1.2 The terms prevail over any written terms and conditions of the client.
- 1.3 Any variation to the terms must be agreed in writing by a director of Lass & bonnie.
- 1.4 All contracts between Lass & bonnie and the client will be governed by Australian law and the parties agree to submit to the exclusive jurisdiction of the Australian courts.

2. PRICE AND PAYMENT

- 2.1 The client will pay Lass & bonnie the fixed fee or current price list charge – whichever is agreed at the time of instruction.
- 2.2 Lass & bonnie will invoice the client at 28 days if feedback is not received to progress the clients project.
- 2.3 Invoices from Lass & bonnie to the client for supply of goods or services should be paid in full on receipt of invoice, by cheque.
- 2.4 Invoices from Lass & bonnie to the client for Lass & bonnie plus services should be paid in full on receipt of invoice.
- 2.5 If the client does not have a credit account with Lass & bonnie, goods or services must be paid for on collection of the completed job. Payment can be made by cheque or cash.
- 2.6 Lass & bonnie reserves the right (without disclosing a reason) to demand payment for work on collection at any time.
- 2.7 The client will pay Lass & bonnie any expenses incurred by in connection with the recovery of monies outstanding (including legal costs on an indemnity basis).
- 2.8 Pre-existing clients must pay all owing monies in full within 14 days of issue of invoice.
- 2.9 All new clients (that have never used our services previously) must pay 30 percent of the agreed overall fee before commencement of any job. Any owing monies at completion of job must be paid within seven days of issue of invoice.
- 2.10 All external services including web hosting, domain name purchase, printing and other external services that are agreed on and are not supplied by Lass & bonnie must be paid in full by Bpay before Lass & bonnie's purchase and/or order.

3. ORDERING

- 3.1 Orders for work must be given in writing to Lass & bonnie by the client.
- 3.2 Notwithstanding clause 3.1, if Lass & bonnie accepts a verbal order from the client Lass & bonnie will not be held responsible for any mistakes (made by either party) arising from that verbal order.
- 3.3 Lass & bonnie reserves the right to refuse to accept any order.

4. QUOTATIONS

- 4.1 All quotations given by Lass & bonnie will be valid for 28 days from the date of quotation.
- 4.2 If the clients' final order changes from the original specification made for the quotation, Lass & bonnie reserves the right to vary the quotation.
- 4.3 Type of delivery is determined by the client and is not part of the quote. This can be decided at any time though the client must cover any fees needed.

5. TURNAROUND TIMES

- 5.1 Turnaround times which are quoted in the price list and web site are normal target times only and Lass & bonnie accepts no liability for failure to meet these times, but will use its best endeavours to do so.

6. SUPPLIED IMAGES AND FONTS

- 6.1 Some transparencies and/or negatives do not have the exact same proportions as certain paper sizes. If this is the case, the client must inform Lass & Bonnie if they require the full image area or if image should be cropped to fill the desired print size. If no instructions are given Lass & bonnie will print the full frame.
- 6.2 Lass & bonnie hold no responsibility and/or liability for the copywrite legitimacy of any images or fonts supplied. Any copywrite infringements are the sole responsibility of the client.

7. PRINT FINISH

- 7.1 Unless stated by the client, Lass & bonnie will decide, at its sole discretion, which print finish to use (either semi-matt or gloss).

8. ADSL DATA TRANSMISSION

- 8.1 Lass & bonnie will not accept responsibility for loss of earnings to the client for untransmissible ADSL data. It is solely the responsibility of the client to ensure the receiving end of the ADSL transmission has an active compatible computer. It is also the responsibility of the client to ensure the correct ADSL address is given to Lass & bonnie.

9. COLOUR BALANCING

- 9.1 Lass & bonnie will, if requested by the client, scan images to a colour balance provided by the client by way of reference prints or polaroids.
- 9.2 If no such request or reference material is provided by the client Lass & bonnie will scan and/or print images using its own 'judgment' for colour balancing.

10. UNCOLLECTED WORK

- 10.1 If any items of work including prints and original files belonging to a client are not collected after six months of the requested work being done, Lass & bonnie reserve the right to dispose of such material at the clients cost. If delivery is required the price will be covered in the quote.

11. COPYRIGHT AND MORAL RIGHTS

- 11.1 Lass & bonnie claims no copyright in material submitted to us for the purposes of fulfilling the clients instruction.
- 11.2 The client warrants that the client owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that as are now and hereafter required for all copying, processing, scanning, printing and manipulation to be undertaken by Lass & bonnie.
- 11.3 The client also warrants that no copyright or moral rights will be infringed by Lass & bonnie carrying out the requested work.
- 11.4 The client agrees to indemnify Lass & bonnie against all losses, damages, claims or expenses which Lass & bonnie may incur by virtue of any breach of the above warranties.

12. LIABILITY

- 12.1 The client must contact Lass & bonnie concerning details of an invoice within 7 days of the date of the invoice.



12.2 Lass & bonnie's liability to the client or any other party for the loss including theft, or destruction or damage to any materials provided by the client which are deposited with Lass & bonnie for whatever reason:

12.2.1 Will be limited to the replacement cost of the actual material and;

12.2.2 Lass & bonnie will not be liable for the cost of re-shooting or reprinting the material contained on the material and;

12.2.3 Lass & bonnie will not be liable for any loss or damage to the client or any other party including loss of income and;

12.2.4 It is the clients responsibility to insure against such loss and damage.

12.3 Lass & bonnie will not be liable for failing to complete any contract between Lass & bonnie and the client due to circumstances beyond Lass & bonnie control including loss of power supply, machine breakdown, loss of materials, fire, storm, flood, act of god, war, civil disturbance or terrorism.

I have read and understood the above the conditions.

Name:

Company:

Date:

Signature:

