

## Twenty5eight Terms And Conditions 2012

### 1. Definitions

**1.1 Company** means Twenty5eight Pty Limited ABN 75 090 881 735 of 56 Alfred St (South) Milsons Point NSW 2061 Australia

**1.2 Customer** means the person and the Company you represent that is accepting these Terms and Conditions, therewith described as "Customer"

**1.3 Stock** means CD's, Tapes, DVD's, printing material, paper or any peripheral used to undertake, complete or master the work, therewith described as "Stock"

**1.4 Concept** means the description of the work that is provided to the company by the customer either verbally, in an authorised quote, or separately supplied in writing by the customer, therewith described as "concept"

**1.5 Work** means the use of the facility by the customer to create the concept, or as described in an authorised quote, therewith described as "Work"

**1.6 Cost** means the total cost plus applicable GST, fees and taxes as stated in a Tax Invoice provided to the customer from the company, where the customer is to pay the company therewith described as "Cost". Cost does not mean "Total Cost Estimate" as described in a Cost Estimate document.

**1.7 Facility** means Twenty5eight services, peripherals, studio production time or any hardware or software provided by the company whatsoever therewith described as "facility".

### 2. Payment Term

**2.1** If not otherwise stated in the payment term of a tax invoice or description of an authorised quote, it is a term and condition that 50% of the cost is to be paid by the customer to the company prior to commencement of the work with the balance of the cost due and payable on completion of the work. Finance terms are offered, with prior credit approval.

**2.2** If not stated in writing, all printing costs are to be paid in full before printing commences.

### 3. Payment Method

Cash, cheque, electronic funds transfer, EFTPOS or Credit Card (MasterCard, VISA and American Express) are accepted for payment. A bank fee of 3.5% (Plus GST) is charged for using Credit Card facilities and is described in the customers Tax Invoice.

### 4. Warranty and Approval

**4.1** The customer warrants that it has the authority to sign and or personally agree to the terms and conditions and it is acknowledged and agreed by the customer that such warranty is a condition precedent to a quote or using the facility.

**4.2** If a quote is requested from the company for the customer then an approval of that quote by the customer is required by signing the authorisation section of the quote before commencement of the work. If the customer does not sign the authority of a quote and the customer requests by either verbally, written, email or text for the company to carry out and complete the work or any additional services then this will constitute as a contract and the customer will be bound by these terms and conditions and acknowledges they will pay the costs as described in a tax invoice.

### 5. Late Fee

All outstanding payments by the customer that are not received by the company on the due date as described in either the description of a quote or as described in the customers Tax Invoice will incur a AUD \$40 plus GST late fee per Tax Invoice for every week, or thereof that is unpaid. The late fee will be billed to the customer in a separate Tax invoice or added to the outstanding Tax Invoice. The customers' account will be cancelled if full payment is not received within 60 days and all outstanding accounts will be handed to a collection agency where further fees payable may apply to the customer.

### 6. Additional Services

The customer acknowledges that, at the company's discretion any additional cost due to work or stock required that is not described in a quote will be provided to the customer by either in a separate quote in writing or advised to the customer verbally, by e-mail or by text.

### 7. Stock

The company will supply all stock, unless the company approves the supplied stock by the customer.

### 8. Quote Expiry

A quote is valid only for the period up to and including the date specified in the "Quote Expiry Date" area described in a quote. Revised or new quote costs may vary from time to time and are subject to overseas exchange rates or supplier charges.

### 9. Changes

**9.1** Subject to clause 4.2 of these terms and conditions, any changes to the work or concept will incur additional costs and charged as per current facility and stock rate prices plus applicable GST. The customer has the right to request these prices at anytime.

**9.2** Subject to clause 4.2 of these terms and conditions, If a quote has been authorised and work has commenced and additional costs due to stock or work required that is not described in the authorised quote, the company will provide to the customer by either in a separate quote, in writing or advised to the customer verbally, by e-mail or by text the additional costs.

### 10. Courier and dispatch

The company offers to arrange for a courier service to deliver any material for a fee but will not be held responsible for any damages or costs incurred for non or late delivery other than compensation offered by the courier company engaged to carry out the task.

### 11. Storage

The company offers to arrange storage of customer property and any work that has been requested for backup for a period of 1 year for a fee but will not accept liability or damage to the work, instruments, equipment, tapes, CD's, software, storage devices or anything whatsoever including master tapes left on the property, including loss or damage caused by the company personnel or invitees to such property. The company strongly recommends appropriate insurance to be taken out by the customer for their items. All customer property left at the company premises is at the client's own risk.

### 12. Company Operating hours

The company business hours are Monday to Friday 9am to 6pm. A 50% (plus GST) surcharge applies outside these times.

### 13. Cancellation and Changes

**13.1** The customer can cancel the authorisation of a quote or work by paying the total cost of the applicable Tax Invoice of the authorised quote or work in full.

**13.2** On approval of a quote, the customer cannot make changes to the work stated in the said quote unless agreed in writing by the company.

### 14. Intellectual Property Rights

**14.1** If not otherwise stated or provided in writing to the customer, the ownership in the Intellectual Property Rights in the audio recording, video production, graphic production, website production, Design production or work carried out is transferred to the Client as per the agreed terms of the work, upon the company receiving full payment of the Total Cost including any late fees.

**14.2** "Intellectual Property Rights" means in relation to the work any and all intellectual and industrial property rights throughout the world including rights in respect of or in connection with Copyright whether or not now existing and whether or not registered or registrable and includes any right to apply for the registration of such rights and includes all renewals and extensions; Copyright means: (a) any copyright under the Copyright Act 1968 (Cth); (b) any copyright under the law of a country other than Australia; and (c) rights in the nature of or analogous to the rights in (a) and (b) under the law of Australia or any other country (including future copyright and rights in the nature of or analogous to copyright);

### 15. Responsibility

It is a condition of these Terms & Conditions that the customer accepts all responsibility, and hereby indemnifies the company against all suits, actions, claims, and any other legal proceedings, brought against the company, by any individual, corporation, or entity, in respect to any claim for compensation, breach of copyright, or intellectual property laws, as a result of the audio recording, video editing, DVD production, Design production or any work whatsoever undertaken and completed by the company pursuant to this agreement of these Terms & Conditions

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**16. Parking**

The customer acknowledges that whilst the company provides off street parking on request that, any person or entity using the said parking area agrees not to hold the company, its directors, or employees liable for any damage whatsoever sustained to any motor vehicle or contents, as a result of utilising the said car park. "Parking your motor vehicle or using the parking area is at the Customers own risk."

**17. Use of the Work**

**17.1** The customer acknowledges and agrees that subject to clause 14, the work is to be broadcast, distributed or used as per the conditions supplied by the company to the customer as a quote, written agreement or as per the conditions as stated in the works governing body under any federal or state law of Australia.

**17.3** The customer acknowledges and agrees that unless stated in writing from the company and subject to clause 14, the work is not permitted for any broadcast, use on TV, Radio, Pod Casting, Cinema, web casting, internet, distribution, used in any application or any other media whatsoever without the prior consent by the company.

**17.4** The customer acknowledges and agrees that the work cannot be reproduced, re-edited or used in any way whatsoever other than what has been provided or stated in writing from the company.

**18. Acceptance**

18.1 The customer acknowledges and agrees that by receiving and / or downloading the work by e-mail, ftp, internet or any means whatsoever and / or using the work, that the customer is bound by these Terms and Conditions.

**19. Changes to these Terms and Conditions**

19.1 The Customer acknowledges that any changes to these Terms and Conditions will be notified to the customer in writing. Unless received in writing from the Customer that the Customer does not agree to the changes said, then the Customer will be bound to the changes of the Terms and Conditions.

To Accept and authorize a binding agreement with the Twenty5eight Terms and Conditions., please fill in the details below then sign, date and return ALL pages by fax 02 8920 9155 or mail PO Box 79 Cammeray NSW 2062.

I \_\_\_\_\_ representative of \_\_\_\_\_  
(Print Name) (Print Company Name)

personally guarantee and agree to the Twenty5eight Terms and Conditions.

Signature: \_\_\_\_\_ Position In Company: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_\_\_ ABN Number: \_\_\_\_\_