

# terms & conditions of trading

The following terms & conditions of trading apply to all goods and services provided by Green Light Creative. All work is carried out with the understanding that the client has agreed to these terms & conditions of trading.

## Quoting

Green Light Creative will provide the client with a written quotation. A copy of the quotation is to be signed and dated by the client to indicate acceptance, and returned to Green Light Creative.

Alternatively, the client may send an official order in reply to the quotation. The placement of an order for design and/or any other services offered by Green Light Creative, and validated by the client's signature on the quotation, constitutes acceptance of the quotation and is in agreement to comply fully with all the terms and conditions of trading. This quotation forms a contract for business between the signatory and Green Light Creative.

No work on a project will commence until either document has been received by Green Light Creative.

From receipt of this document it is considered the project is underway and subject to all costs incurred with design, production, and installation. An invoice will be raised for a deposit, which is required, unless a trading account has been established.

Quotes are valid for 30 days from submission and are subject to change due to fluctuations in supply costs (paper, substrates, transport/delivery charges).

While Green Light Creative endeavours to honour the quote, Green Light Creative cannot be subject to rising material costs out of Green Light Creative's control, where a fee proposal / scope of works is submitted for ongoing work. A fee proposal will also vary pending final specifications and actual scope of works.

The client agrees that changes required over and above the estimated work, or changes required to be carried out after acceptance of the draft design, will be liable to additional charges. The client also agrees that Green Light Creative holds no responsibility for any amendments made by any third party, before or after a design is published.

## Invoicing

All work is billed in 15 minute increments at an hourly rate with a minimum of 30 minutes billed per invoice. All work requested of Green Light Creative will be billable unless Green Light Creative indicates otherwise, by email or in writing.

A deposit is required for all jobs with a total value of more than \$20,000.00. Work cannot start on a job until this payment has been made. An invoice will be raised for this deposit.

When the project is complete, the final invoice will be generated. Invoices will be sent via email in PDF format. All invoices are due on completion of the job; unless agreed otherwise, or if a trading account agreement is in place. It is the client's responsibility to make sure Green Light Creative has their current email address and that their email account is working properly to accept emails

from Green Light Creative. Any changes to a client's contact information must be submitted in writing.

Charges for any additional services beyond the scope of the project proposal will become fully payable. If the client requests the project work be accelerated, or provide last minute author's alterations, additional overtime or rush charges above Green Light Creative's standard rate may be charged.

All goods and services are subject to GST.

Payments may be made by cash, cheque, or electronic funds transfer. Returned cheques will incur an additional fee of \$10 per returned cheque.

## Delinquent Accounts & Late Fees

An account shall be considered delinquent if it remains unpaid after 60 days from the due date, or following a returned cheque. A delinquent account will incur a late fee of 5% per month for any unpaid services. Clients whose accounts become delinquent agree to pay Green Light Creative any and all legal expenses and third party collection agency fees in the enforcement of these terms & conditions. Green Light Creative reserves the right to confiscate the client's material until final payment is made.

## Project Completion

Any indication given by Green Light Creative of a project's duration is to be considered by the client to be an estimation. Green Light Creative shall use commercially reasonable efforts to meet all project schedules and requested delivery time frames agreed upon in the proposal. Green Light Creative considers the design complete upon receipt of the client's approval for production.

The client agrees not to hold Green Light Creative liable for any consequential losses associated with project delays, for any reason.

After completion of a job Green Light Creative will store digital back-ups of the work at no cost to the client. Retrieval and supply of digital files for use by other agencies may be subject to fees.

## Delivery

Ownership of goods shall not pass to the customer until they are fully paid for, however, the risk of the goods shall be carried by the customer, from the date they are collected by the customer or dated they are delivered to the customer or installed on site.

## Supply of Data

The client agrees to Green Light Creative's definition of acceptable means of supplying data. Text is to be supplied in electronic format as an email, or via Dropbox as a .txt or MS Word file.

Images which are supplied in an electronic

format are to be provided in a format as prescribed by Green Light Creative via email or Dropbox. Images must be of a quality suitable for use, Green Light Creative will not be held responsible for any image quality which the client later deems to be unacceptable. Green Light Creative cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Green Light Creative will not include in designs; any text, images or other data which is deemed to be immoral, offensive, obscene or illegal, by Green Light Creative (i.e. use of images taken from the web without permission, use of third party logos without permission from the owner). All material must conform to all standards laid down by all relevant authorities. It will be assumed that any supplied material has been approved/purchased for use by the client (see Ownership & Rights). Green Light Creative also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Green Light Creative does include in all good faith, and then finds out that it contravenes with these terms and conditions of trading; the client is obliged to allow Green Light Creative to remove the contravention without hindrance, or penalty. Green Light Creative is to be held in no way responsible for any supplied data being included.

## Graphic Design

Once a design is complete, Green Light Creative will provide the client with the opportunity to review the resulting work. Green Light Creative will make two sets of minor changes as part of the quoted price within 30 days of the start of the review period. Minor changes include small textual changes and adjustments to placement of items on the page. Any minor changes must be in writing to Green Light Creative by email. Should a job be delayed in progressing, Green Light Creative will invoice any completed design work 30 days after presentation.

## Ownership & Rights

If a range of concepts are presented, only one solution is deemed to be given by Green Light Creative as fulfilling the contract. All other designs remain the property of Green Light Creative, unless agreed in writing. The client content, including all pre-existing trademarks, shall remain the sole property of the client. The client will be the sole owner of all rights in connection therewith. The client hereby grants to Green Light Creative a non-exclusive, non-transferable license to use, reproduce, modify, display and publish the client's content solely in connection with Green Light Creative's performance of services and promotional uses of the deliverable as authorised in this agreement. Upon completion of the services, and subject to full payment of all fees, costs and out-of-pocket expenses due, Green Light Creative

grants to the client the rights to the final art. Any additional uses not identified herein or reselling of the artwork is not permitted without prior written consent. By supplying text, images and other data to Green Light Creative for inclusion in the client's project, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner. Any artwork, images or text supplied and/or designed by Green Light Creative, on behalf of the client, will remain the property of Green Light Creative and/or its suppliers. The client agrees to fully indemnify and hold Green Light Creative free from harm in any and all claims resulting from the client not having obtained all the required copyright, and/or any other necessary permissions.

## Cancellation

Cancellation of orders may be made initially by telephone contact, or email; but following this Green Light Creative will need formal notification in writing. The client will then be invoiced for all work completed over and above any deposit that may have been made at the time of the initial order. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Green Light Creative within 5 days of such instruction being issued, will be liable for the full quoted cost of the project. Where signage or construction has been ordered all material costs incurred at the time of cancellation will be due.

## Warranties

Green Light Creative makes no warranties of any kind, expressed or implied, for any and all products and/or services that it supplies. Green Light Creative will not be held responsible for any damages resulting from products and/or services it supplies. Green Light Creative is not responsible for any loss, consequential loss of data, non-delivery of products, or services, of whatever cause. While we take reasonable steps to investigate the materials recommended; Green Light Creative accepts no responsibility for the performance, quality of materials, or any consequential loss arising from their failure. The client agrees not to hold Green Light Creative responsible for any such loss or damage. Any claim against Green Light Creative shall be limited to the relevant fee(s) paid by the client.

Colours, material etc will be the nearest commercially available (in all aspects) to that selected or offered. Where varied paper stock or substrates are being used; Green Light Creative can only match these as close as possible, given the different properties of the substrates (i.e. gloss, uncoated, light box).

Green Light Creative aims to ensure signs are produced to be structurally sound. Green Light Creative recommends for every sign that engineer certification and approval for the location is established. If the client refuses this step for certification, the client understands and accepts that signs will not

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be formally certified by an engineer prior to installation. Green Light Creative will not be held responsible for any problems arising with the sign structure where the sign has not been certified by an engineer for that site.

### Third Parties

Green Light Creative reserves the right to use services provided from sub-contractors, agents and / or suppliers. Any work, content, services and usage is bound by their terms and conditions. Green Light Creative will not knowingly perform any actions to contravene with terms and conditions of trading, set forth by third parties; as does the client agree to be so bound. Green Light Creative and its clients also agree to comply with terms and conditions set forth by printers, including disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Green Light Creative recommends that if an exact quantity is required, then 10% extra is added to the quantity.

### Client responsibilities

Clients will need to provide company details as required to set-up a new customer account (refer to 'request for trading account')

Clients will need to provide applications & permit fees associated with the Local Authority application process. Local Authority / Body Corporate approvals is the client's responsibility to arrange any approvals and documents required for Local Authority application / Body Corporate compliance. This includes all reference letters, approved site plans and approved construction drawings (including management of this process to gain approvals). If you have Design Approvals (DA) or Building Approvals (BA) or both Green Light Creative cannot commence work without this information. Green Light Creative is strictly acting under the instructions of the purchaser, and any special requirements by a governing body must be sorted out by the purchaser.

Clients will need to provide contact details, including contact name / number / email, for site contacts for all on-site work.

Clients must provide details as to the hours of access for on-site work. If out of hours are required, please provide details of security company in charge of access to site. The client needs to advise if on site inductions are required. Where on site inductions take more than 30 minutes extra costs may be incurred.

The client is to advise Green Light Creative where the signage is to be installed (including dimensions). Green Light Creative can meet on site to discuss the best locations, however the final location is to be decided by the client. Where the client chooses to allow Green Light Creative to choose the final location Green Light Creative or any third parties cannot be held responsible if this location is later deemed to be not suitable.

The client is to provide all details regarding underground services.

If the client is providing access equipment, please provide relevant details (load capacity, registration, operators name / licence number and if applicable, contact details of operator)

If working in conjunction with another trade, carrying out other works that may affect Green Light Creative installation works, please confirm contact persons including telephone number (i.e. landscapers, civil team).

### Work Place Health and Safety

Green Light Creative can provide documented risk management plans, safe work statements and the Green Light Creative inhouse induction checklist on request. The Green Light Creative full WHS document showing all processes and current insurances is available on request.

Should the client decide not to gain council approval on signage it is their decision and Green Light Creative will not be responsible for any consequences for this decision.

Clients and suppliers are required to immediately report any hazards onsite to Green Light Creative so that these can be added to the Hazards Register and dealt with accordingly.

The client accepts all responsibility for signage if they have chosen not to proceed with engineering for signage.

### Exclusions

Any inspections, that may be required as part of the Local Authority application process, are excluded from the initial quote, unless noted.

Certification / engineer approvals are not included in the quote unless otherwise stated.

Site Inspection by registered engineer to inspect footing placement and / or framework if / or as required after completed works.

No allowance for galvanizing of any signage structures unless otherwise stated.

No allowance has been made for creating logos or EPS files for graphics - this is to be supplied by the client in Vector EPS format.

No allowance has been made for adding bracing or structural support to the building or existing framework to support the new signage. Green Light Creative requests current engineer / construction drawings for existing structures or buildings, to decide if the structure is sufficient to support the new signage. Green Light Creative reserves the right not to proceed with an installation we deem to be unsafe.

No allowance has been made for traffic management, including permits and / or road closures.

No allowance has been made for the disconnection, insulation or associated costs due to power lines. If power disconnection is required, the client is responsible to organise and confirm all details regarding these works. Also, prices do not include any required connections to main power (unless otherwise stated). A licenced electrician is required to carry out any work in this matter.

No allowance for removal or disposal of any existing signs unless specifically noted.

No allowance has been made for any repair / plugging / painting / patching / or make good to any surfaces unless specifically noted.

Pricing is based on a standard business hours, if any special requirements are needed they need to be agreed before commencement.

Price is subject to final site condition i.e.: rock shelves, concrete excavation, stability of footings etc. Please note that if any speciality access or equipment is required an extra charge will apply.

Site Inspection prior to commencement of work - unless the job is in the South East Queensland area and not subject to transport costs that would exceed \$40 to visit the site.

If any stage the work changes, to that described in the initial quote, Green Light Creative retains the right to amend or adjust the quote, as required.

### Advertising / Promotion

Green Light Creative retains the right to reproduce, publish and display the final design in Green Light Creative's web site, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement. Green Light Creative also attains the right to be credited with authorship of the final design in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the project and the services provided to the other party on its web site and in other promotional materials. If applicable, not expressly objected to, include a link to the other party's web site.

### Disclaimer

Green Light Creative may modify any of the terms & conditions contained in this agreement, at any time and at its sole discretion, by posting a change notice or a new agreement on its web site. If any modification is unacceptable to the client, their only recourse is to terminate this agreement. The client's continued participation with Green Light Creative following a posting of a change notice or new agreement on the site will constitute binding acceptance of the change.

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