

Terms and Conditions

'The client' refers to the contact and company commissioning the work/ quote on the accompanying quote letter

Design and Artwork: Commencement of work: You (the client) acknowledges that Inhouse Design and Print (IHDP) will not commence the work until such time as a signed letter of agreement and costs proposal (if required by IHDP) has been received by IHDP.

Payment: The client, agrees to pay any invoiced amount within fourteen (14) days of receipt of an invoice. If the work exceeds four weeks' duration, IHDP will issue invoices every calendar month, based on the portion of the work performed to date.

Fees for service: The client, acknowledges that the fee proposal outlined in this submission is an estimate only. In the event that The client, amends its specifications or requests additional work after the date of this proposal, IHDP's fees may change. Cost increases imposed by external service providers may also result in fee changes. IHDP will always endeavor to give The client, notice where any fee increase is likely to exceed 20% of the amount outlined in this submission.

Use of existing intellectual property: In the event that The client, provides IHDP with existing intellectual property for the purpose of allowing IHDP to carry out the work, The client, warrants to IHDP that any such intellectual property is the sole property of The client, (or their client), and IHDP's use thereof will not constitute a breach of copyright, or in any way infringe upon the rights of any third party. The client, agrees to indemnify and forever hold harmless IHDP in respect of any breach of this warranty.

Copyright: Upon full and final satisfaction of all amounts due and owing to IHDP by the client, copyright in the work shall pass to the client. The client acknowledges and agrees that its ownership of copyright in the work extends solely to distribution and any further reproduction of the work in the form produced by IHDP. Artwork will be supplied as a pdf; editable files will remain the property of IHDP. Any subsequent adaptation of the work, or any element of it, shall require the written approval of IHDP, on such terms as IHDP may, in its sole discretion, stipulate.

Confidentiality: IHDP and The client, hereby acknowledge and agree that this submission, the work, and any communications between IHDP and The client, shall remain confidential to IHDP and the Client, and shall not be divulged to any third party, except to the extent required for the effective performance of the work. Any waiver of confidentiality shall only be permitted if agreed to in writing, by both parties. All materials brought into existence in the performance of the work (including, but not limited to, draft designs, electronic media and files of any kind, and in any form, mock-ups, and the like) shall remain the sole property of IHDP.

Variation of Terms: Any amendment to the terms and conditions outlined in this submission shall only be effective if agreed to in writing by both parties.

Installation: If required, all installation is based on normal working hours (6.00am-6.00pm--Monday to Friday) ONLY unless otherwise specified in above quote. Where an installation is cancelled within 48 business hours notice then the full amount of the installation will be charged unless negotiated at the time of cancellation. If an installation is required for self-adhesive vinyl and IHDP has not been contracted to prepare/finish the wall surface preparation prior to the installation, then this remains the sole responsibility of the client and IHDP cannot be held responsible for any adhesion issues that may occur after the installation of self-adhesive vinyl films. If you require any advice or tips on the correct way to finish a wall surface, then please request a surface preparation fact sheet. Site inspections are not included in the price unless specified in the above quote. Should unforeseen circumstances arise on site that require additional time to complete the installation, this may incur additional fees. High access equipment is not included unless specified in the above quote. Access requirements can only be confirmed upon completion of a site survey. Self-adhesive vinyl to glazing should only be installed in a dust free environment. All site works that could create dust should be completed 24 hours before installation, and the site thoroughly cleaned prior to installation. IHDP will clean glass surfaces before installation, however any glass that requires commercial cleaning ie, to remove building materials etc is not included in the above quote. Should the client fail to supply installation mockups and floor plans prior to the installation time booked, IHDP Installers will use their best judgment in deciding the exact installation location on site. Removal of existing prints before installing new prints is not included unless specified in the above quote. This will be billed on an hourly basis if required.

Couriers: Courier and/or installation charges are additional unless otherwise specified.

Insurance: Where the Company is requested by the customer to arrange the delivery of goods via third party courier services, the customer may arrange insurance with IHDP to cover any damage in transit or loss during the delivery of the goods. The cost of such cover will be 3% of the invoice value. Where the customer chooses not to take out insurance cover, the Company acts as agent only in arranging delivery. The Company will therefore not be liable for any damage or loss during delivery where contracted courier services are engaged.

Defects/Damage: The buyer must inspect the Goods on delivery and must within seven (7) days of delivery notify the Seller in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Buyer must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Buyer must allow the Seller to inspect the Goods.

If the Seller is required to replace the Goods, but is unable to do so, the Seller may refund any money the Buyer has paid for the Goods.

The Seller shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:

- (a) the Buyer failing to properly maintain or store any Goods;
- (b) the Buyer using the Goods for any purpose other than that for which they were designed;
- (c) the Buyer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
- (d) extreme weather conditions;
- (e) movement in walls or substrate the graphics have been applied to;
- (f) the Buyer failing to follow any instructions or guidelines provided by the Seller;
- (g) fair wear and tear, any accident, or act of God.