

## Terms and Conditions

### 1. Introduction

**1.1.** These terms and conditions ("the Terms") govern every contract made between Lafinboy Productions ("Us/We") for the supply of goods and/or services ("the Works") to any person, group, association, business or company ("the Client").

**1.2.** These Terms prevail over any written terms and conditions of the Client.

**1.3.** Any variations to these Terms must be approved in writing by Lafinboy Productions.

**1.4.** All contracts between Lafinboy Productions and the Client will be governed by New South Wales law and each party submits to the jurisdiction of courts exercising jurisdiction in that State.

### 2. Estimate

**2.1.** We will provide a written estimate based on the Client's brief for the Works prior to commencement. The estimate will be valid for 28 days from the date of the estimate.

**2.2.** If the Works change from the Client's original brief We reserve the right to vary the estimate.

### 3. Ordering

**3.1.** Orders for work must be given in writing to Lafinboy Productions by the Client.

**3.2.** Notwithstanding clause 2.1, if We accept a verbal order from a Client We will not be held responsible for any mistakes (made by either party) arising from that verbal order.

**3.3.** We reserve the right to refuse to accept any order.

### 4. Completion of Works

**4.1.** Lafinboy Productions and the Client must work together to complete the Works in a timely manner. We agree to work expeditiously to complete the Works by the agreed completion date.

**4.2.** The Client agrees to supply Us with all text, graphics and other materials, items or approvals required to complete the Works in a timely manner.

**4.3.** We reserve the right to revise the agreed completion date if the Terms of clause 4.2 are not met.

**4.4.** We will provide the Client with regular reports on the progress of the Works.

### 5. Payment

**5.1.** Payments for the Works will be made as defined in the Payments Schedule.

**5.2.** Lafinboy Productions may, at its sole discretion, issue periodic invoices outside the Payments Schedule, should the Works be significantly changed or delayed.

**5.3.** Payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction or set-off within **14 days** of the date of invoice. In this respect the Client acknowledges that time is of the essence.

### 6. Cancellation

**6.1.** Once the Client has placed an order for Works with Lafinboy Productions, that order will not be cancelled without the written approval of Lafinboy Productions.

**6.2.** If We agree to the cancellation of the order We shall be entitled to be paid for all work in progress to the date of cancellation.

**6.3.** All materials, proofs, copy and the like supplied to the Client as part of the Works must be returned to Lafinboy Productions.

**6.4.** Title and copyright of all materials produced to the date of cancellation will remain with Lafinboy Productions.

### 7. Copyright

**7.1.** Original content specifically requested by the Client and designed by Us for the Works shall be the intellectual property of the Client once final payment and any additional charges have been paid.

**7.2.** Rights to content not specifically requested by the Client and designed by Us for the Works are not transferred to the Client, and remain the property of their respective owners.

**7.3.** Lafinboy Productions claims no copyright in material supplied to Us by the Client for the purpose of completing the Works.

**7.4.** The Client warrants that the Client owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that are now and hereafter required for all copying, processing, scanning, printing and manipulation of content supplied by the Client to Us for use in the Works.

**7.5.** Lafinboy Productions retains the right to display all or part of the Works in its portfolios and marketing material.

### 8. Retention of Title

**8.1.** The Works remain the property of Lafinboy Productions until payment has been made in full.

**8.2.** Website login codes will only be given to the Client:

**8.2.1.** at the request of the Client; and

**8.2.2.** after all accounts have been paid in full.

### 9. Delivery

**9.1.** The completed Works will be delivered to an address specified by the Client, in a format suitable for the medium of the Works, e.g. Email, CD ROM, Printed material, etc.

**9.2.** A final copy of the completed Works will be supplied **ONCE** only. Requests for additional copies should be made in writing to Lafinboy Productions. Further copies of the final Works will attract additional charges.

**9.3.** Lafinboy Productions will not insure any Works shipped, couriered or otherwise transported to the Client. We will, if requested in writing by the Client, and at the Client's cost, arrange insurance for transportation of the Works.