



## TERMS AND CONDITIONS OF SERVICE

The following Terms & Conditions of Service apply to all products and services provided by PropertyStory. In agreeing to proceed with any work conducted by PropertyStory, you agree to be bound by these Terms & Conditions.

These Terms & Conditions are subject to amendments and modifications without notice, with changes effective immediately upon publication at [www.propertystory.com.au/terms.pdf](http://www.propertystory.com.au/terms.pdf). Continuing to use the services of PropertyStory after publication will constitute acceptance of the amended terms.

### Quotations & Estimates

- Quotes and estimates are firm for 30 days.
- All Quotes are estimations based on the information provided by the Client and third party Suppliers. Quotes may be subject to change upon sighting of artwork, text or other circumstances that may affect the job.
- Any quotation or estimate made or given by PropertyStory may be withdrawn or varied by PropertyStory at any time prior to the acceptance by the Client.
- Quotes prepared by PropertyStory are based on the work being provided in a timely fashion in order to meet Client deadlines. PropertyStory reserves the right to charge a loading for 'rush' deadlines which are imposed by the Client.

### Payment

- Unless otherwise agreed in writing between PropertyStory and the Client, a minimum 50% deposit is required before commencement of work. PropertyStory is under no obligation to provide Services until such time as this initial payment is received. The remaining balance will be due following completion of the job.
- The Client agrees to pay invoiced amounts within 14 days of receipt of an invoice. Failure to pay within the stated time frame, or failure to notify PropertyStory of a delay before the due date, may result in late fees of 10% being applied.
- PropertyStory considers any invoices in default if they remain unpaid for 45 days from the date of invoice. The Client acknowledges that PropertyStory may report any outstanding debts past 45 days due to relevant credit agencies, and agree to pay PropertyStory for any legal expenses and third party collection agency fees incurred.
- If a Client is late in payment of an invoice or considered to be in default, any work due to be completed or currently underway will cease until all outstanding debts have been paid by the Client.

### Cancellation and Suspension of Work

- Should the Client cancel an accepted quote or agreed work order prior to completion of the job, the Client shall be liable for any costs, losses or expenses incurred by PropertyStory in undertaking the work up until the point of cancellation.
- The suspension by the Client of any job, for any reason, for a period exceeding thirty (30) days, shall entitle PropertyStory to payment for work and costs already incurred.
- In the case of Services unable to be completed by PropertyStory for whatever reason, the Client is entitled to receive from PropertyStory a refund of any charges relating to work paid for but not completed whilst PropertyStory is entitled to payment for work completed.

### Approval of Work

- Work will only be accepted as approved when provided in writing by the Client. PropertyStory cannot accept responsibility for errors found after written approval by the Client.
- When written approval has not been obtained from the Client and PropertyStory has been instructed by the Client to proceed, the Client shall indemnify PropertyStory from any errors or omissions resulting from those verbal instructions.

### Copyright and Intellectual Property

- All artistic and literary Works provided by PropertyStory with or without charge including, but not limited to, working artwork and concept files, remain the property of PropertyStory. This includes all concepts and materials created by PropertyStory that are not selected or approved by the Client.
- All Works provided to the Client may only be used by the Client for the purpose it was originally commissioned for; copyright is retained by PropertyStory.
- The Client may not communicate any details of any artistic or literary Works provided by PropertyStory to any third party nor make any copies of, without the prior written consent of PropertyStory. PropertyStory shall be entitled to compensation from the Client for any unauthorised use of any artistic or literary Works, including ideas.
- Material supplied to PropertyStory by the Client remains the property of the Client who supplied it.

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Address PO Box 1306 Joondalup dc WA 6919 Web [www.propertystory.com.au](http://www.propertystory.com.au)

- PropertyStory retains the right to display any or all artistic and literary works created in portfolio and advertising materials, regardless of whether a Client has negotiated to transfer copyright from PropertyStory to the Client.

#### **Confidentiality**

- Each party will not disclose any confidential information and trade secrets of the other party and will keep them confidential at all times, except in the course of fulfilling required duties or services. Each party must also take reasonable steps, including their employees, agents, suppliers and any other third party to safeguard them and prevent their unauthorised use or disclosure.

#### **Transfer and Property of Goods**

- Property in all Goods shall not pass to the Client until PropertyStory has received payment in full for the Goods, including any delivery charges and GST.
- Upon delivery of the Goods to the Client's premises or email address, or such other location as nominated by the Client, the Goods shall remain at the risk of the Client.
- In the event the Client has received Goods that are not in accordance with agreed specifications, the Client must provide PropertyStory with written notice within twenty four (24) hours of the date of delivery. If PropertyStory agrees with the discrepancies in the notice, PropertyStory may, at its discretion, replace the Goods, provide a discount, or give the Client a credit.
- Any property of the Client held by PropertyStory is at the Client's own risk and may be disposed of within three (3) months of work being completed or last contact with a Client.

#### **Liability**

- The client shall fully and effectually indemnify PropertyStory against any claim, proceeding or action arising from or connected with the services provided by PropertyStory, including but not limited to copyright or trademark infringement, statutory compensation, personal injury, loss or damage to property. The Client will indemnify PropertyStory against all claims and expenses arising from uses for which the Client does not have rights to or authority to use.
- To the best of PropertyStory's knowledge and belief, use of all material provided for the Client will be of a legal nature. However the Client acknowledges that PropertyStory shall have no obligation or duty to perform trademark, service mark or copyright searches or enquiries, or the like, in order to validate the propriety or legality of the final product/work.
- PropertyStory will not be held responsible for infringement arising from any material, whether artistic or literary, provided by the Client.
- Software from third party programmers come either under license from the developer or open source. PropertyStory gives no warranty, express or implied, for the Software beyond that of the supplier. All online and website work is thoroughly tested before releasing to the Client and once approved by the Client, is final. Any software upgrades or technical issues that arise after this time will attract additional charges to install, investigate or resolve unless otherwise notified.
- PropertyStory will endeavour to meet any required timings mutually agreed to by both parties. However, the client acknowledges that PropertyStory will not be held liable for any loss or damage whatsoever and howsoever arising directly or indirectly from any failure by PropertyStory to deliver Goods or perform Services on or before any quoted date.

#### **General**

- The Client acknowledges and accepts that all information, advice, estimates and outcomes provided to the Client are made in good faith and on the basis of the information available to PropertyStory at the time.
- PropertyStory reserves the right to refuse to handle any work that is inappropriate, which contains a virus or hostile program, any work which constitutes harassment, racism, violence, obscenity, harmful intent or spam and any work which constitutes a criminal offence or infringes privacy or copyright.
- PropertyStory utilises a wholesale bulk/gang run printer (unless advised otherwise) as a more affordable option for Clients. Variations such as climate, ink, press and stock characteristics mean printing will vary from run to run with this option. As such, items may not colour match to on-screen or printed proofs or previously printed items. Items will not be reprinted under these circumstances.
- PropertyStory may in its discretion subcontract part of parts of the Client work to external companies or individuals. PropertyStory warrants that it will exercise reasonable precautions and diligence to ensure that the standard of any subcontracted goods and services are equivalent to those PropertyStory would ordinarily be expected to supply to its Clients.
- In the event that PropertyStory provides services at the Client's premises (or premises specified by a Client), the Client will; (a) provide at its cost (if required) any necessary equipment and services; (b) ensure the conditions under which the services are to be performed are satisfactory (failing which PropertyStory can charge a reasonable increase in the price of the services); and (c) indemnify PropertyStory in respect of any liability arising in connection with PropertyStory's performance of the services at such premises.

*Last document update: 1 July 2013*

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