

# Terms & Conditions

Please read the following Terms and Conditions carefully before using/purchasing services and goods supplied by Concrete Creative Limited. By trading with Concrete Creative Limited you agree to these published Terms and Conditions and all applicable laws.

# Concrete

- 1.1 **Payment**

Unless otherwise agreed in writing you must pay for:

  - a. All goods at the time of delivery and any deposit required must be paid for at the time of signing a job request.
  - b. Services provided to the Client by Concrete Creative Limited by the 7th day following the date of invoice relating to those services.
- 1.2 The Client shall reimburse Concrete Creative Limited for all Job related Costs ("Job related Costs" means the costs, disbursements and expenses incurred by Concrete Creative Limited on the Client's behalf in providing brand and communications services to the Client as detailed on any invoice). Where Concrete Creative Limited makes payment to others on behalf of the Client, Concrete Creative Limited may add a service charge, determined at Concrete Creative Limited's absolute discretion, to its invoiced costs. Disbursements are estimated as the number of print outs, toll calls, couriers etc and may vary during the course of the project. These will be passed on as incurred.
- 1.3 If full payment for the Goods or Services is not made on the required date, then without prejudice to any other remedies available to us:
  - a. We may cancel or withhold supply of further Goods or Services; or/and
  - b. Interest on monies overdue shall be charged on a daily basis from the date of invoice and be calculated by adding 5% per annum to the financing rate payable by us to our bankers or credit suppliers at the time of and during such default, and interest shall continue to accrue both before and after judgement. You shall be responsible for all costs incurred by anyone (including agents) in recovering the money you owe or in exercising any other rights, including commissions and legal costs on a solicitor and Client basis.
- 1.4 We shall have a full right of set-off with respect to amounts owed by you to us under these Terms, in relation to any monies owing by us, or any of our related companies to you howsoever arising. Your obligation under these Terms shall be to pay the full amount owing under these Terms free of all deductions or rights of set-off.
2. **Urgent Work**

Where the Client requires Concrete Creative Limited Goods or Services on an urgent basis, which includes where Concrete Creative Limited is unable to correct or change design or copy because of an urgent deadline, Concrete Creative Limited will not be liable for any losses or damages arising out of the inability to correct or change such Goods or Services.
3. **Client Confidentiality**

The Client must advise Concrete Creative Limited whether material or information communicated to Concrete Creative Limited for the purposes of fulfilling service requirements is confidential. Concrete Creative Limited must keep any such confidential material or information confidential, except where it is reasonably necessary to do otherwise to enable Concrete Creative Limited to carry out its obligations, or exercise any of Concrete Creative Limited's rights in relation to any payment invoice.
- 4.1 **Quotations**

Prices are valid for 21 days from the date of the Quotation. Any increases in price from our suppliers will be automatically passed on and if desired will be justified and proven. For this reason unless otherwise arranged, prices charged are those ruling at date of dispatch. This quotation is based on written or oral instructions from the Client. All copy should be supplied in printed or typewritten form. We shall not be held responsible for errors or omissions arising from an oversight or misinterpretation of a Client's verbal instruction. Our time quote allows for 2 sets of changes and the stated project specifications. Please note that you will be charged at our hourly rates for any additional sets of changes and variations on original project specifications.
- 4.2 **Estimated Costs**

Statements of fees and job related costs that are estimates and not firm quotations are liable to alteration. Any change to the job specifications by the Client may change the estimate of the fees and job related costs.
- 5.1 **Ownership**

Ownership in the Goods and Services shall not pass upon delivery, but shall remain with us until full payment for all monies owing by you to us has been made. Until all monies have been paid:
- 5.2 You hold the Goods supplied as fiduciary for us and will deal with them as agent for and on behalf of us (but will not hold yourself out as our agent to any third parties);
- 5.3 You shall store our Goods separately consistent with the Goods being our property, and ensure such Goods are able to be separately identified;
- 5.4 If you resell the Goods supplied the proceeds of any resale will belong to us, and you will pay the same into a separate account for which separate records are kept, and all claims which you hold against third parties will be handed over to us;
- 5.5 You irrevocably give us and our agents the right to enter your premises, to remove any of the Goods supplied and resell them.
- 5.6 You grant us a security interest over such Goods and Services purchased to clause 17.
6. **Liability**

Except where provided to the contrary by the consumer Guarantees Act, Concrete Creative Limited's liability to the Client for any and all costs, loss or damage suffered by the Client, however caused, arising out of or connected with the performance or failure of performance of any Services of Concrete Creative Limited, shall not exceed the full value of the payments made by the Client under any invoice relative to the Goods and Services.
7. **Delivery of Goods and Services**

Delivery dates quoted are given in good faith but we shall not accept responsibility for delays through causes beyond our control.
8. **Client Property**

Client property and all property and material supplied to Concrete Creative Limited by or on behalf of the Client is held at the Client's risk and Concrete Creative Limited accepts no responsibility for the insurance of such property or material.
9. **Cancellation Fees**

The client may not cancel any order for Goods or Services which Concrete Creative Limited has commenced. All work undertaken on behalf of the Client will be charged at standard or quoted rates should a job be cancelled for any reason.
10. **Proofing**

Clients are advised to carefully check all proofs, whether hard copy or viewed on computer (eproof). Please note that we accept no liability for factual errors, typographical errors, misrepresentations or other mistakes that have been signed off by the Client. All Client requested alterations or additions after the second proof will be charged as extras.
11. **Copyright of Works**

After receipt of full and final payment, the ownership of all materials relating to the production of the Client's job will pass to the Client. Until this time all intellectual property, materials including ideas, concepts, visuals and all associated media are the property of Concrete Creative Limited and may not be used without Concrete Creative Limited's prior permission. Once full and final payment has been received we will not be held responsible or liable for the storage of this material and may dispose of any such material left unclaimed by the Client after a period of 12 months from the date of receipt of full and final payment.
12. **Client Property & Materials Supplied**

All Client property supplied to us will be held at the Clients risk. Any material supplied to us by the Client for the purpose of any job shall be supplied in a compatible format as specified by us. Any costs incurred in altering or bringing this material to a compatible standard will be passed on to the Client. We are not liable for any standard work resulting from unsuitable supplied material.
13. **Indemnity For Breaches of Intellectual Property**

Concrete Creative Limited shall be indemnified by the Client in respect of any claims, costs or expenses arising from out of any illegal or libellous matter produced or the Client or any infringement of copyright, patent or design.
14. **Acceptance of Terms & Conditions**

Receipt of these Terms and subsequent trading between the Client and Concrete Creative Limited implies acceptance of these terms and conditions. These terms and conditions apply to any work undertaken on behalf of the Client by Concrete Creative Limited unless otherwise agreed.
15. **Contract May be Terminated Upon Notice**

Effective termination of this Agreement by the Client must be in writing and give reasonable notice to Concrete Creative Limited. The Client must compensate Concrete Creative Limited for all fees and expenses incurred by Concrete Creative Limited until the date of termination. Upon receipt of such notice from the Client, Concrete Creative Limited will take immediate steps to bring the Services to a close and to reduce expenditure to a minimum.
16. These Terms shall be governed by and interpreted in accordance with the laws of New Zealand.
- 17.1 Personal Properties Securities Act 1999 (PPSA)
- 17.2 The security interest created under these terms and conditions is governed by the PPSA.
- 17.3 You acknowledge and agree that:

To the extent that Part 9 of the PPSA applies, the Client agrees that the provisions of sections 114(1)(a), 117(1)(c), 120, 122, 133 and 134 of the PPSA which are for the Clients benefit, or place any obligations on Concrete Creative Limited in the Clients favour, shall not apply; and where Concrete Creative Limited has rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply.

To the extent that Part 9 of the PPSA applies, without limiting anything in the previous paragraph, the Client hereby waives its rights under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

The Client hereby waives its right to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by Concrete Creative Limited.
18. These Terms and Conditions may change from time to time due to legislative change or change in business best practice and will become effective within 14 days of publication on our website at <http://www.concretecreative.co.nz>

**To continue for trading with Concrete Creative Limited you must agree to these published Terms and Conditions. Click AGREE to continue or click DISAGREE to cancel, please state if you want to be cash only account and include position and contact details in the email;**

**or sign the agreement in the area below and send to Concrete Creative Limited. By trading with Concrete Creative Limited you agree to these published Terms and Conditions and all applicable laws.**

I/We hereby agree to these terms and conditions for trade and services supplied by Concrete Creative Limited

Full name.			
Position. (must be authorised)			
Signature.			
Date.	Day	Month	Year