

# GRAVITY SIGN & DESIGN STUDIO TERMS AND CONDITIONS

Gravity or Gravity Sign & Design Studio is known as the trade name for Gravity New Plymouth Limited.

## Terms and Conditions

By signing and completing this form or replying to an email the party named in this proposal (Client) agrees to Gravity New Plymouth Ltd providing the services outlined in this proposal / Email on the terms and conditions below.

## Services

Gravity New Plymouth Ltd will complete work in accordance with this proposal and within time frames agreed provided all information is supplied by the Client when required. Gravity does not take any responsibility for incomplete or delayed work due to the Client failing to provide information.

## Price

The Client shall pay Gravity Sign and Design Studio the full amount discussed prior to the commencement of services. If you wish to proceed with the services of Gravity Sign and Design Studio without a quote prior you are responsible for paying the required amount allocated for the services at the end of job completion unless an account has been arranged. The price given is an estimate. All prices in this proposal are stated exclusive of GST.

## Payment and completion of work

Payment up front or a deposit of 50% of the price is required before any work is commenced only by request, of Gravity Sign & Design Studio. The balance must be paid once the job has been completed or by the 20th of the following month, if you have previously applied to open an account with Gravity Sign & Design Studio.

Gravity Sign & Design Studio may issue interim invoices for work in progress where completion of the job takes longer than one month from the work commencing. Payment can be made by bank transfer or cash. All invoices must be settled by the 20th of the following month of the invoice date. Late payment constitutes a default and default interest of 3% will apply until the invoice is paid in full, plus any recovery costs incurred by Gravity Sign & Design Studio. In the event of default Gravity Sign & Design Studio may suspend or terminate provision of the services. For graphic design work, payment of the final invoice confirms the Client's agreement that the job is complete and any further request to make changes will be billable and treated as an entirely new job.

## Ownership

All services provided by Gravity Sign & Design Studio shall be for exclusive use of the Client and the Client will take ownership of all final files after full payment has been received, subject to a perpetual licence in favour of Gravity Sign & Design Studio for promotional use. Gravity Sign & Design Studio will retain ownership of all working and original files.

## Warranty/Liability

Where the Client is acquiring Gravity Sign & Design Studio's services for the purposes of a business, the provisions of the Consumer Guarantees Act 1993 are excluded accordingly.

### Gravity Sign and Design studio will not be held responsible for:

- 1: Any damage, discolouration or failure to painted surfaces has occurred through no fault of Gravity Sign & Design Studio or
- 2: Any damages due to natural disasters or accident and stolen property whilst in the care of Gravity Sign and Design studio.
- 3: The Buyer has not complied with any instructions relating to preparation of the surfaces and areas to which the Goods are applied, and/or such surfaces or areas have been subjected to previous workmanship by third parties and/or contain latent defects or;
- 4: The Buyer has improperly used the Goods in any way whatsoever, or the Goods have been subjected to misuse, unauthorised repair, damage, negligence, adverse weather conditions and/or alteration;
- 5: The Buyer has failed to notify the Seller of any problem or suspected problem within 2 days of the provision of the Services and/or supply of the Goods.
- 6: Manufacturer's warranty applies where applicable.

## Variations

Any variations to this agreement (including to the scope of the proposal) must be agreed in writing.

## Cancellation

Either party can terminate this proposal by giving a cancellation notice in writing. If work has commenced, Gravity Sign & Design Studio will be entitled to payment for all work completed and costs incurred.

## Privacy

Gravity Sign & Design will hold any personal information provided by the Client, and make it available to the Client, as required by the Privacy Act 1993.

## Design Credit

Gravity Sign & Design Studio has the right to include a signature label on all work manufactured in the Gravity Sign & Design Studio workplace.