

## jtb studios terms and conditions

### 1. Costs and Payments

- 1.1 You must pay all charges for services and products which are provided as set out in the JTB Studios quotation/ proposal. Cost estimates are only valid for a period of thirty (30) days from the date of the quotation/ proposal.
- 1.2 You will remain liable for all fees during any period when services have been discontinued or suspended due to a failure on your part to comply with these terms and conditions.
- 1.3 Quotations and proposals must be accepted in writing by letter, fax, email, or by signing the quotation/ proposal/ purchase order. Such acceptance must be accompanied by a 10% deposit unless otherwise agreed. Design work will not commence until receipt of such acceptance.
- 1.4 Deposits can be made by cash, cheque, money order or direct bank transfer.
- 1.5 Design work will not commence until the agreed deposit has been received and cleared.
- 1.6 Unless agreed by JTB Studios in writing, you must pay all of JTB Studios charges as indicated either on your quotation/ proposal/ tax invoice without any set off, counter claim or deduction.
- 1.7 Where progress payments are stipulated in a quotation or proposal, they will fall due and payable as specified in the quotation/ proposal/ purchase order. Overdue progress payments may result in suspension of design works in progress until such time as these amounts have been settled in full.
- 1.8 You will be invoiced as agreed in your quotation. All accounts are payable before delivery of final artwork or uploading of final files to live sites unless otherwise agreed by JTB Studios.
- 1.9 Agreed Costing is conditional on you supplying data required (where applicable/ or agreed) within ten (10) working days of confirmation of order unless otherwise agreed. JTB Studios reserves the right to revise costings if that condition is not met in line with charges applying at the relevant time.
- 1.10 Where you have agreed to supply JTB Studios with any data and where JTB Studios has not received this within 5 working days of confirmation of order JTB Studios reserves the right to revise delivery/ supply dates by same where delivery/ supply date has been specified.
- 1.11 No final artwork or files will be delivered until final invoices are paid in full. Payment by cheque will entail waiting for clearance before supply of files. Delivery being: Supply of final artwork digital files to printer, on disk, via email or uploaded to nominated ISP. Construction files remain the property of JTB Studios unless agreed otherwise.
- 1.12 (i) JTB Studios reserves the right to recover all costs associated with recovering unpaid invoices, including legal, administrative costs and any other services used by JTB Studios to recover overdue amounts.
- (ii) JTB Studios reserves the right to recover intellectual property in cases where there is non-payment by any means it sees fit.
- 1.13 JTB Studios reserves the right to revise and/ or alter initial quotations/ proposals based on changes in web site scope, changes or additional work provided by the client in addition to the quotation provided.

### 2. Limitation of Liability

- 2.1 All terms conditions, warranties, undertakings inducements and representations, whether express or implied, statutory or otherwise relating to the provision of services by JTB Studios not contained in the Agreement are excluded and JTB STUDIOS WILL NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL LOSS OR DAMAGE) HOWEVER CAUSED (WHETHER BY THE NEGLIGENCE OF JTB STUDIOS OR OTHERWISE) WHICH MAY BE SUFFERED OR INCURRED OR WHICH MAY ARISE DIRECTLY OR INDIRECTLY with respect to the services or products provided by JTB Studios.
- 2.2 You acknowledge that JTB Studios products and services cannot be guaranteed to be 100% error free in construction. You acknowledge that the existence of such errors or omissions shall not constitute a reason to terminate or alter this agreement in any way.
- 2.3 JTB Studios is not responsible for the contents of any pages linked or referenced through this (<http://www.jtbstudios.com.au>) web site. JTB Studios makes no warranty, guarantee or promise (express or implied) concerning the content or accuracy of the information linked or referenced through this web site (<http://www.jtbstudios.com.au>).
- 2.4 The presence of a hyper-link from a page on the JTB Studios (<http://www.jtbstudios.com.au>) web site does not imply any kind of endorsement of the content of these pages or links by that organisation.
- 2.5 Hyperlinks and pointers to websites operated by third parties appear on the JTB Studios (<http://www.jtbstudios.com.au>) web site. These web sites are not under the control of JTB Studios and nor does JTB Studios have any responsibility for the contents of any such hyperlink or linked web site. If you link to any such web sites you leave the JTB Studios (<http://www.jtbstudios.com.au>) web site and do so entirely at your own risk.
- 2.6 JTB Studios will endeavour to ensure that all information provided on the JTB Studios (<http://www.jtbstudios.com.au>) web site is accurate and up to date; JTB Studios takes no responsibility for any error or omission relating to this information.
- 2.7 The material on the JTB Studios (<http://www.jtbstudios.com.au>) web site provides general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

### 3. Suspension of Services

- 3.1 JTB STUDIOS reserves the right to suspend services in any case where you fail to perform your obligations under this agreement. This includes but is not limited to where payment is not received within the agreed time frame. Web sites may be taken down until final payment (or periodic payment where agreed) is confirmed/ received.
- 3.2 JTB STUDIOS may from time to time and without notice or liability to you suspend any of the services if the reason for doing same is an event beyond the reasonable control of JTB STUDIOS.

### 4. Termination

- 4.1 JTB STUDIOS may discontinue services if an amount payable to JTB STUDIOS is overdue or take down a web site permanently in any case where an amount payable is overdue by more than seven (7) days. In any such event, you remain liable for the total cost of the contract including all disbursements; unless otherwise agreed between the parties.

### 5. Contents of Web Pages and Undertakings

- 5.1 You will be solely responsible for the content of your Web Page/undertakings. JTB Studios is not responsible for proofreading any content unless specifically agreed.
  - 5.2 JTB Studios makes no representations to you concerning the content or functionality of your web site. This is your responsibility to ensure that it meets your requirements.
  - 5.3 If you provide JTB STUDIOS with goods, material, photographs, film, data or information to be used in any form, you hereby warrant that these do not infringe the rights of third parties and indemnify JTB Studios against any action taken against JTB STUDIOS by any such third party.
  - 5.4 Without limiting the generality of the foregoing, you agree not to infringe the copyright trademark, privacy or personal or proprietary rights of third parties, supply libelous, abusive, obscene material or disparage the products or services of any third party.
  - 5.5 JTB STUDIOS for its part hereby undertakes not to knowingly infringe the rights of third parties in activities conducted on your behalf.
  - 5.6 You are solely responsible for dealing with persons who access your data or web page and warrant that you will not refer complaints or inquiries in relation to such data to us.
6. Technical Support, Changes and Maintenance
  - 6.1 Technical assistance via telephone or email will be offered. Extensive queries taking more than fifteen (15) minutes to deal with or site maintenance will be charged at hourly rates at the discretion of JTB Studios or where otherwise specified in JTB Studios quotation/ proposal to you.
  - 6.2 All other services will be charged as per the JTB Studios quotation upon request.

### 7. Web Hosting

- 7.1 If you choose to organise your web hosting arrangements yourself, final exported sites will be uploaded to your preferred host company or supplied on disk to you at the cost which will be quotation.
- 7.2 Please note that JTB Studios accepts no responsibility for delays or down time, breakdowns or data loss caused by Internet Service Providers (ISPs).
- 7.3 Where JTB Studios provides a web hosting service, you will be invoiced monthly at the agreed rate.
- 7.4 JTB Studios reserves the right to suspend the web hosting service where such amount is outstanding for more than ten (10) working days without warning.
- 7.5 JTB Studios reserves the right to change the agreed rate/ terms for web hosting services at any time. You will be notified of such changes thirty (30) days prior to these changes taking effect.

### 8. Dispute Resolution

- 8.1 The parties agree that if any dispute should arise under this agreement, attempts in good faith by all parties will be made to resolve the matter fairly before resorting to court procedures/ legal action.

### 9. Intellectual Property

- 9.1 All creation files remain the property of JTB Studios unless otherwise agreed.
- 9.2 JTB Studios retains the Copyright in and the right to use all artwork created in advancing the profile of JTB Studios and to be recognised for artwork created by JTB Studios.
- 9.3 Unless otherwise agreed, JTB Studios reserves the right to showcase any of the product(s) that it has provided you with on the JTB Studios (<http://www.jtbstudios.com.au>) web site including but not limited to a link to your uniform resource locator (URL) without your prior written consent.
- 9.4 Unless otherwise agreed JTB Studios reserves the right to include a link to its uniform resource locator (<http://www.jtbstudios.com.au>) on your web site without your prior written consent.

### 10. CANCELLATION AND TERMINATION

- (a) Cancellation of an agreed quotation or proposal by you must be communicated to JTB Studios both by telephone and in writing (letter, fax or email).
- (b) Once design work has commenced, the deposit is not refundable. Where the project is cancelled at your request, any costs accrued by JTB Studios over and above the deposit will be invoiced to you and will be due and payable immediately.
- (c) Where design work has been agreed to and the project is cancelled at your request and where the design work has not yet commenced, a termination fee of 25% of the agreed quotation or proposal or the total of costs accrued by JTB Studios to date will apply (whichever is greater).
- (d)(i) Works in progress can be postponed at your request in writing. All outstanding costs to date will be invoiced to you and be payable immediately.
- (d)(ii) Where you postpone a project in accordance with clause (d)(i) of this section, work will be restarted and completed at your instruction in accordance with the specifications of the original quotation.
- (d)(iii) Notwithstanding clause (d)(ii) of this section, work resumed after postponement will be subject to cost revision. Work will not restart until revised costing (if any) has been agreed to in writing.
- (e) JTB Studios reserves the right to terminate services where (i) there are outstanding invoices, or (ii) there is a material breach of these terms and conditions.
- (f) JTB Studios will be entitled to cancel any agreement with you where you become insolvent, enter into voluntary arrangements with creditors, enter receivership or cease trading for any reason. This will be done without prejudice to any other rights or remedies available to JTB Studios. Amounts owing will be invoiced and immediately due and payable.

### 11. General

- 11.1 JTB Studios may require a personal guarantee from the Director of a company in cases where files/ artwork is required before payment.
- 11.2 JTB Studios reserves the right to change these Terms and Conditions without notice to you. It is your responsibility to review JTB Studios web site periodically to ascertain whether these Terms and Conditions have changed. The amended Terms and Conditions will become effective as soon as they are posted on the JTB Studios web site, following which, if you continue to use the service, you are deemed to have agreed to be bound by those amendments.