

## Terms & Conditions

### **Payment**

All invoices include GST and must be paid in full by cheque, cash, or direct deposit into a pre disclosed account, prior to the commencement of work.

Gibson Promotions Pty Ltd, reserve the right to increase our price at any time, to take into account any increases in the cost of providing the Services. These may include, increases in the cost of materials, labour or delivery etc, which are due to any factor beyond our reasonable control or your failure to give us adequate materials or instruction.

### **Distribution of supplied material**

Promotional materials can be dropped off at our warehouse, however if a courier is supplied by our organisation, a small fee may apply. Note: **ALL ADVERTISING MATERIAL** must be at our warehouse by the **MONDAY** of every week prior to the distribution date.

All advertisement material needs to be bundled in 250, 500, or 1000 packs and firmly secured. All boxes must clearly display total quantities and all relevant business details, such as

- i. Contact Name,
- ii. Contacts Landline and Mobile Number
- iii. Business Address.

Fees may apply if counting and folding is required.

We will make every effort to delivery your advertisement material in the time agreed, but this time is subject to adverse weather conditions and unforeseen circumstances that can arise outside the company's control.

During the course of distribution, we may distribute materials for other customers at the same time when distributing your advertising material.

We **DO NOT** guarantee that we will distribute your advertisement material to every letterbox in the area designated. However certain measures have been put into place in choosing the right personnel and offering the appropriate training and with the aid of several monitoring procedures, to insure that the maximum advertisement material has been distributed.

Any dispute regarding the distribution, should be brought to our attention within 3 days from completion of work, accompanied by a list outlining:

- i. The street(s) number,
- ii. The street(s) name
- iii. Suburb.

Where the order includes our address mailing services, you acknowledge and agree that, we are not responsible for any error in material supplied to us.

### **Force Majeure**

We **WILL NOT** be liable for any failure to perform or the delay in performance of any services where such failure or delay is due to anything beyond our reasonable control, including but not limited to adverse weather conditions or terrain, industrial action, accidents and illness, breakdowns of machinery or import regulations or embargoes.

### **Leftovers and Storage**

All excess distribution material will be stored FREE at our warehouse for a period of 3 months.

Any Distribution Material beyond this day which is not removed within 7 days by the client from been notified by us, will be charge a storage fee of \$25 a day for a maximum of 21 days. This fee will be paid in advance.

**Note: Any storage fee not paid in advance or Distribution material still in storage after 21 days will be destroyed.**

### **Warranties**

You warrant that:

- i. All distribution materials **WILL NOT** contain anything illegal, obscene, defamatory or offensive;
- ii. Infringe the copyright or other protected right of any entity; and
- iii. The distribution of your materials will not give rise to any claims against or liabilities to our organization, or our agents, officers, contractors or employees.

### **Indemnity**

You indemnify our organization against all expenses, losses, damages and costs that we may sustain or incur as a direct or indirect result of a breach by you of any of the above warranties and statutory regulations.

### **Termination**

We may at any time, terminate or suspend any contract with immediate effect and charge you for work completed under that contract at our current rates.

Notices which will incur contractual termination include:

- i. If you at any time cease to be unable to pay your debts as they become due;
- ii. If you at any time become subject to any form of insolvency administration;
- iii. Any step is taken by a mortgagee to take possession or dispose of the whole or any part of your assets.

### **Cancellation**

Cancellation of order any time prior to us commencing distribution of advertisement material may be subject to a 10% cancellation fee