



## Terms & Conditions

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING/PURCHASING SERVICES AND GOODS SUPPLIED BY MIND MEDIA GROUP, A TRADING DIVISION OF JJ VINE LIMITED.**

By trading with Mind Media Group you agree to these published Terms and Conditions and all applicable laws.

### 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 Mind Media Group by the 7<sup>th</sup> day following the date of invoice relating to those services.

**1.2** The Client shall reimburse Mind Media Group for all Job related Costs ("Job related Costs" means the Costs and expenses incurred by Mind Media Group on the Client's behalf in providing brand and communications services to the Client as detailed on any invoice). Where Mind Media Group makes payment to others on behalf of the Client, Mind Media Group may add a service charge, determined at Mind Media Group absolute discretion, to its invoiced costs. Disbursements are estimated as the number of print outs, toll calls, couriers etc 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;
- 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 Mind Media Group Services on an urgent basis, which includes where Mind Media Group is unable to correct or change design or copy because of an urgent deadline, Mind Media Group will not be liable for any losses or damages arising out of the inability to correct or change Works.

### 3. Client Confidentiality

The Client must advise Mind Media Group whether material or information communicated to Mind Media Group for the purposes of fulfilling service requirements is confidential. Mind Media Group must keep any such confidential material or information confidential, except where it is reasonably necessary to do otherwise to enable Mind Media Group to carry out its obligations, or exercise any of Mind Media Group's rights in relation to the 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 extended 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. Ownership

5.1 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:

- a) 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);
- b) You shall store our Goods separately consistent with the Goods being our property, and ensure such Goods are able to be separately identified;
- c) 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.
- d) You irrevocably give us and our agents the right to enter your premises, to remove any of the Goods supplied and resell them;

### 6. Liability

Except where provided to the contrary by the consumer Guarantees Act, Mind Media Group'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 Mind Media Group, shall not exceed the full value of the payments made by the Client under the invoice.

### 7. Delivery of Works

Delivery dates quoted are given in good faith but we cannot accept responsibility for delays through causes beyond our control.

### 8. Client Property

Client property and all property and material supplied to Mind Media Group by or on behalf of the Client is held at the Client's risk and Mind Media Group accepts no responsibility for the insurance of such property or material.

### 9. Cancellation Fees

We reserve the right to refuse cancellations of any order whereby through circumstances beyond our control our company cannot cancel on supplier or whereby dispatch by the company has already been effected. 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. 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 Mind Media Group and may not be used without Mind Media Group'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 substandard work resulting from unsuitable supplied material.

### 13. Indemnity For Breaches of Intellectual Property

Mind Media Group 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. Fair Trading Act 1986

Pursuant to the Fair Trading Act 1986 we have the right to pass on all or any costs, disbursements or charges that we incur should the Client not make payment or fall outside any of our Terms and Conditions of Sale.

### 15. Acceptance of Terms & Conditions

Receipt of these terms and subsequent trading between the Client and Mind Media Group implies acceptance of these terms and conditions. These terms and conditions apply to any work undertaken on behalf of the Client by Mind Media Group unless otherwise agreed.

### 16. Contract May be Terminated Upon Notice

Effective termination of this Agreement by the Client must be in writing and give reasonable notice to Mind Media Group. The Client must compensate Mind Media Group for all fees and expenses incurred by Mind Media Group until the date of termination. Upon receipt of such notice from the Client, Mind Media Group will take immediate steps to bring the services to a close and to reduce expenditure to a minimum.

**17.** These Terms shall be governed by and interpreted in accordance with the laws of New Zealand.

### 18. PPSA

#### 18.1 Security

You acknowledge and agree that:

- a) by assenting to these Terms, you grant a security interest (by virtue of the retention of title clause in clause 5 of these Terms) to us in all Goods previously supplied by us to you (if any) and all after acquired Goods supplied by us to you (or for your account); and
- b) these Terms shall apply notwithstanding anything, express or implied, to the contrary contained in your purchase order.

#### 18.2 Financing Statement

You undertake to:

- a) sign any further documents and/or provide any further information (which information you warrant to be complete, accurate and up-to-date in all respects) which we may reasonably require to enable registration of a financing statement or financing change of statement on the Personal Property Securities Register;
- b) not register a financing change statement or a change demand in respect to the goods (as those Terms are defined in the PPSA) without our prior written consent; and
- c) give us not less than 14 days prior written notice of any proposed change in your name and/or any other changes in your details (including but not limited to, changes in your address, facsimile number, trading name or business practice).

#### 18.2 Waiver and contracting out

- a) Unless otherwise agreed to in writing by us you waive the right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest.
- b) To the maximum extent permitted by law, you waive your rights and, with our agreement, contract out your rights under the sections referred to in sections 107 (2) (c) to (e) and (g) to (i) of the PPSA.
- c) You agree that nothing in sections 114 (a), 133 and 134 of the PPSA shall apply to these Terms and, with our agreement, contract out such sections.
- d) You and we agree that section 109 (1) of the PPSA is contracted out of in respect of particular Goods if and only for as long as we are not the secured party with priority over all other secured parties in respect of those Goods.

19. 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 [www.mindmediagroup.com](http://www.mindmediagroup.com).

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