



Terms and Conditions

These terms and conditions, including any Credit Limits set by the Company, are effective from the date of acceptance of the proposal by the Client and may be amended or superseded from time to time by notice given by the Company by any means.

1. Interpretations

“Company” shall mean the supplier of products and/or services to the Client: Light Media Pty Ltd

“Client” shall mean the client purchasing the products and/or services from the Company.

“Price” shall mean the cost of the Goods and Services as agreed between the Company and the Client subject to clause 4 hereunder.

“Goods and Services” shall mean all goods and/or services supplied by the Company to the Client, or ordered by the Client, but not yet supplied and includes goods described on any quotation, invoice, purchase order or any other document including any recommendations and advice.

“Proposal” shall mean all proposals, quotations, offers, agreements or invitation to do business submitted by the Company to the Client.

2. Jurisdiction

This agreement shall be construed in accordance with laws of the State of Victoria and, where applicable, The Commonwealth of Australia and the Client submit to the non-exclusive jurisdiction of the courts of Victoria.

The Company shall have exclusive right to nominate the Court in which any legal action is to be commenced and conducted.

3. Offer and Acceptance

Any request from the Client to the Company for the supply of goods and services shall constitute acceptance of these general terms and conditions and proposal submitted.

4. Authorisation

The Client authorises Light Media Pty Ltd to perform the services outlined in the agreement/proposal on the Client's behalf, which may include, but is not limited to, accessing their hosting account and disk space, creating databases and applications, and submitting the project to search engines.

5. Agreement Scope, Period and Price

Services supplied, cost and rates are limited to what is specifically set forth in the proposal. Any additional services will require an additional proposal. We reserve the right to adjust our service and rates after this period.

Changes and additions outside of the scope of the proposal will be quoted and invoiced to the Client. The Client will be advised of all costs, changes and additions before commencement of the additional work. Fees for professional services do not include outside purchases such as, but not limited to, software licensing, copyright licensing, printing, photography, colour printouts, laminating, illustrations, shipping and handling or courier service. Expenses are itemized on each invoice. Expenses are subject to GST.



6. Production Schedules

Production schedules will be established and adhered to by both the Client and Light Media Pty Ltd. Where production schedules are not adhered to by the Client; final delivery date or dates will be adjusted accordingly. Additional costs may be charged for Client delays. If the delays result in an increase in time to manage or deliver the services.

7. Overtime

Estimates are based on a reasonable time schedule, and may be revised to take into consideration the Client's requested "Priority Scheduling". Requested priority schedules that require overtime and weekend work will be subject to 50% mark-up at an hourly rate. Overtime is defined as between 6.00pm – 9.00am Monday to Friday, all day Saturday, Sunday and public holidays, unless otherwise agreed.

8. Payment Terms

The Client agrees to pay Light Media Pty Ltd in accordance with the terms specified in each proposal. The Client will be required to pay 50% of the project cost before commencement of work, unless otherwise agreed on the proposal. Unless otherwise specified, all subsequent balance due are payable upon completion of key stages of the project. At the Company's sole discretion, payment may be required prior to the supply of any goods and services.

If the Client fails to pay any invoice, Light Media Pty Ltd reserves the right to withdraw the website and associated materials or refuse completion and/or delivery of work until over due balances are fully paid. All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied. Light Media Pty Ltd may charge a late payment fee of 5% per month on the outstanding amount.

In the event of cancellation of the project prior to completion, the Client must pay Light Media Pty Ltd a fee for the work completed, based on the contract price and the expenses already incurred. Credit Terms may be granted at the Company sole discretion.

In the event of a dispute, the complete undisputed portion of the account must be paid in accordance with the Payment Terms. Should it be considered necessary by the Company to incur legal and/or any other expenses, including any such expenses to any debt collection agency, in obtaining, or attempting to obtain, payment for any amount due by the Client, the Client shall be liable for all such expenses. The Client acknowledges that those expenses may be calculated on a commission basis at a percentage rate of up to 25% of the amount due and expressly agrees to pay those expenses irrespective of the amount of work actually performed by the agency.

Amounts received by the Company may be applied first against interest, charges and expenses.

Any Client having an overdue account will be precluded from participating in any special deals, discounts, bonus payments, redemptions, rebates and other incentive programs until their account is no longer overdue.

Any payment made by or on behalf of a Client which is later avoided by the application of any Statutory Provision shall be deemed not to discharge the Client's indebtedness and, in such an event, the parties are to be restored to rights which each respectively would have had if the payment had not been made.



The Client shall be liable for, and expressly undertakes to pay, all fees (including an Administration Fee in an amount to be set from time to time by the Company) for all costs incurred for any cheque being dishonored for whatever reason.

9. Statement of Debt

A certificate signed by a Director, Secretary, Financial Controller or Credit Manager of the Company shall be prima facie evidence of the amount of indebtedness of the Client to the Company.

10. Confidentiality

Light Media Pty Ltd will not disclose to any third party or use, other than for the purposes of the proposal, any knowledge or information imparted to or obtained by it during or in connection with the fulfillment of this agreement, which is of a secret or confidential nature relating to the business, equipment, processes, products, services or business strategies offered or employed by the Client.

This obligation of confidence will cease to apply in relation to information that Light Media Pty Ltd is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by Light Media Pty Ltd of its obligations of confidence under this agreement.

11. Subcontractors

Light Media Pty Ltd reserves the right to assign subcontractors or external suppliers. Any subcontractors or external suppliers will be bound to the terms of this agreement.

12. Promotion

Light Media Pty Ltd is confident that the Client's expectations will be exceeded and as such is notifying the Client that Light Media Pty Ltd reserves the right to use the Client's website, associated graphics and any unused ideas and development in the promotion of Light Media Pty Ltd services. The Client agrees to allow Light Media Pty Ltd to retain a credit and link from the footer or the website, unless otherwise agreed.

13. Copyright

The Client is responsible for all trademarks, service mark, copyright and patent infringement clearances. The Client is also responsible for arranging, prior to publication, any necessary legal clearance of materials Light Media Pty Ltd uses for this project. The Client indemnifies Light Media Pty Ltd against any loss or damage arising directly or indirectly from any unauthorized use of photographs, text, or other Intellectual Property not under copyright ownership of the Client.

14. Limitation of Liability

The services and the work product of Light Media Pty Ltd are sold "as is." In all circumstances, the maximum liability of its Designers, Directors, Officers, Employees, design Agents and Affiliates, to the Client for damages for any and all causes whatsoever, and the Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net cost of this project as specified in this Agreement. In no event shall Light Media Pty Ltd be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential,



exemplary or punitive damages arising out of or relating to the materials or the services provided by Light Media Pty Ltd even Light Media Pty Ltd has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

15. Domain Names

All domain names are legally owned by the Client. All domain name registrations are subject to availability and registration rules. The Client manages their domain(s) and payment of fees unless the Client requests in writing that Light Media Pty Ltd manage the domain name(s) on behalf of the Client. Light Media Pty Ltd will invoice the Client when fees are due.

16. Browser Variance

Our website are optimized for XHTML compliant browsers and adjusted to support Internet Explorer (IE). We test using the browsers that are statistically the most commonly used. Layout and aesthetic elements may change or degrade in some browsers. Website are tested on: Internet Explorer versions 7, 8 and 9 (PC), Latest version of Mozilla Firefox, Latest version of Apple Safari, Latest Version of Google Chrome.

Website visitors use different monitors with different settings. Colours and image quality of the website including graphics and photography will shift between computers and monitors.

17. Testing and Acceptance of the Website

Once the project has, in the opinion of Light Media Pty Ltd been completed, Light Media Pty Ltd will notify the Client either verbally or in writing, and provide the Client with an opportunity to test and review the website. If the Client determines that the website does not comply with the Project Components agreed to in this document, Light Media Pty Ltd agrees to carry out any necessary and reasonable modifications without extra charge.

18. Website, Data and Security

Upon the end of this agreement, The Client is free to transfer their website management to another service provider. Light Media Pty Ltd will supply the last backup of the site and associated data. Light Media Pty Ltd will take all reasonable actions to transfer the Client's domain name.

Ongoing Management (see definition) is not included in this agreement and will require an additional proposal and may incur charge.

If the Client does not proceed with an additional or Ongoing Management agreement, The Client is responsible for Ongoing Management of the website and indemnifies Light Media Pty Ltd against any loss or damage arising directly or indirectly from website downtime or security breaches.

19. Client Responsibilities

If the Client or an agent of the Client other than Light Media Pty Ltd attempts to update, edit or alter the site's pages, infrastructure, source files or hosting management in a way that causes damage to individual pages or the site's



architecture, time to repair web pages will be assessed at our standard hourly rate, and is an additional cost above the costs outlined in this agreement.

It is Light Media Pty Ltd's responsibility to check carefully for accuracy in all respects, ranging from spelling to technical illustrations. However Light Media Pty Ltd is not liable for errors or omissions from content submitted by the client. The Client indemnifies Light Media Pty Ltd against any loss or damage arising directly or indirectly from any errors and omissions.

20. Revisions

Light Media Pty Ltd will provide three rounds of revisions to the new websites, before the website is completed, as long as such changes are based on the designed approved by the client. Extended revisions outside of this scope will incur charge.

21. Copywrite

All text must be supplied in digital format (TXT, RTF, HTML, MS, Word, Open Office, InDesign).

22. Images

Graphics and photographs are to be supplied in digital format to the Company. Photographs must not exceed a file size of 5mb each (unless by prior arrangement). Larger files will incur an extra cost due to increased time in processing. Image manipulation and touch will incur extra charge.

23. Branding

All logos and branding must be provided in an industry standard vector format (preferences are: EPS, PDF, Illustrator)

24. Delivery

The Client shall be responsible for providing correct delivery details and for making all necessary delivery arrangements for the goods purchased.

The Company shall not be liable for any loss or damage, including consequential loss or damage, arising from delay in delivery or failure to deliver goods, either whole or in part, due to circumstances beyond its control.

The failure of the Company to deliver shall not entitle either party to treat the contract as cancelled.

Should the Client leave it to the Company to arrange carriage for delivery of goods, then all and any additional costs associated with that delivery shall be added to the Price and shall be due and payable in accordance with the Payment Terms.

The Company's obligation to deliver shall be discharged on arrival of the goods at the Client's nominated delivery destination, nominated agent or carrier or the address appearing on the invoice.

The Company may make and invoice partial deliveries and each partial delivery shall be a separate sale pursuant to these General Terms.

25. Defects

The Client shall inspect the goods upon delivery and notify the Company within 5 working days of any defects, short deliveries or any failure to fulfill any quotation or order.

The Company will, within a reasonable time following delivery, be given access to the goods in order to inspect for any alleged defects.

Should the Client fail to notify the Company within the specified period then the goods shall be deemed to be in compliance with the order and free from any defect whatsoever.

26. Retention of Title and Risk

Property in all the goods and services (including websites) supplied shall remain vested in the Company and shall not pass to the Client until all monies owing to the Company by the Client together with all collection, repossession and / or legal costs incurred, have been paid in full.

In the event that the Client defaults in the payment of any monies owing, the Company and its employees or agents shall have the right to access without notice upon the Client's premises or hosting server to repossess the goods or websites, and for this purpose the Client shall grant reasonable access rights and the Company, its employees or agents shall be entitled to do all things required to secure repossession.

Notwithstanding Retention of Title provisions as per clause 11 hereof, the risk in goods and services purchased shall pass to the Client upon delivery to the Client or its agent or a carrier nominated by the Client.

27. Cancellation and termination

The Company may cancel the delivery of goods at any time before delivery by giving notice to the Client by any means. The Company shall not be liable for any loss or damage, including any consequential loss or damage, arising from such cancellation.

The Client may cancel the delivery of goods at any time before delivery by giving notice to the Company by any means.

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that work is notice to the other of such termination. In the event that work is postponed or terminated at the request of the Client, Light Media Pty Ltd shall have the right to bill pro rata for work completed through to the date of that request, while reserving all right under this Agreement.

If additional payment is due, this shall be payable within fourteen days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Light Media Pty Ltd and Light Media Pty Ltd shall own all rights to the work.

28. Limitation of Liability

The liability of the Company to the Client for any reason related to the performance of goods under this agreement shall be limited to the replacement of the goods or the amount paid or payable by the Client in respect of the particular goods.

29. The Commonwealth Trade Practices Act 1974



The warranties, rights and remedies of the Client as outlined in the Commonwealth Trade Practices Act 1974 are not intended to be compromised as a result of anything contained in these terms and conditions, except to the degree permitted by the Act.

30. Ownership

This agreement is made in respect of the owners and/or Directors of the Client as at the date of application. The Client agrees to notify the Company in writing within seven (7) days of any change whatsoever in ownership structure and, further, indemnifies the Company against any loss or damage that may result from the Client's failure to notify the Company of any such change.

31. General

The Company accepts no responsibility for changes in any law, which may affect the supply of goods and services.

Neither the Company nor the Client shall be liable for any breach of any provision of any contract between them arising from an act of their respective God, natural disaster, terrorism, war or any other occurrence beyond the control of either party.

The invalidity or unenforceability of any provision of these General Terms and Conditions shall not affect the validity or enforceability of the remaining provisions.

Clerical errors are subject to correction and do not bind the Company.

Headings are for ease of reference only and do not form part, or affect the interpretation, of these general terms and Conditions.

The Company is committed to protecting your privacy. Its policy is to comply with the National Privacy Principles for the handling of personal information as set out in the Privacy Act, 1988. In accordance with those principles, and with the Company's Privacy Policy, persons will be given access to their personal information upon request. The Company uses the types of personal information collected, including considering and assessing applications for employment, enabling it to supply Clients with its products and services and for assessing Applications for Commercial Credit, managing accounts and, if necessary, assessing its risk in collecting debts. This information may be disclosed to the Company's associated or related entities, parties related to the Client's employment (e.g. referees and others as set out in the Privacy Policy) contractors, other credit providers, whether or not an account is overdue and, if necessary, its risk insurers, debt collectors and credit reporting agencies. If all or part of the information requested is not provided, the Company may not be able to consider any application or to provide credit facilities. Clients who have any concerns about the Privacy Policy are requested to direct them to the General Manager, 10 Cromwell St, Collingwood VIC 3066.