

Terms and Conditions and Service Agreement

The terms and conditions listed below are expected to have been carefully read and understood by all customers who have accepted and paid the deposit for a quote.

"We," "us," and "our" refer to Ash designs Pty Ltd in these terms and conditions.

All customers acknowledge and accept that access to the accompanying terms and conditions as well as any applicable laws govern their usage of our services.

Kindly refrain from using our services if you do not accept these terms and conditions.

You agree to be governed by the updated terms and conditions when you use our services after we make changes to this notice, which we retain the right to change at any time.

For this reason, we advise you to read these terms and conditions each time you use our services.

General Terms and conditions

1. Quotations are on a "whole of job" basis. The removal of any items may incur additional costs.
2. Ash Designs Pty Ltd must be made aware in writing of any Fire Rating requirements and/or Certifier requirements before any commencement of work.
3. Any certification including Engineer and Structural certification required will incur additional charges.
4. Any work required to be carried outside our working hours will incur extra costs.
5. Unless specified in the Quotation, Price does not include: Access Equipment, Cranes, Council Approval, Engineer's Certificate, Traffic Control, Induction Training, and Primary Wiring.
6. Estimated time of completion will be advised at the time of order placement. Should you require your job to be completed by a specific date, you are required to notify Ash Designs Pty Ltd as early as possible in the process.
7. Unless otherwise specified in Quotation, artwork is to be supplied by customer in vectorised format.
8. Unless otherwise specified in Quotation, price does not include installation or delivery.
9. Customer is not entitled to impose retention of any part of the Price in respect of any job.
10. Goods sent via freight are at customer's risk from time of despatch from Ash Designs Pty Ltd's premises.
11. Any unknown conditions underground during excavation will be a variation to the cost e.g. rock, concrete, debris etc.
12. Ash Designs Pty Ltd will not be held liable for any damages to underground services that occur during earth works.
13. Ash Designs Pty Ltd will not be held liable for any damage caused to walls or surfaces when removing signs, existing signs, vinyl, digital prints, plaques etc. However, all reasonable care will be taken during this process.
14. All warranty claims can be made by sending sign goods back to our office. Any access equipment required will be at customer's cost.
15. All quotes are only valid for 21 days unless advised otherwise.

GRAPHIC DESIGNING

Content: We are not in charge of creating or typing any text content. We can quote you a different estimate if you would like us to write fresh content or enter text.

Graphic files should be provided in a digital, editable vector format. Digital photos in high-resolution format should be provided by you. In the event that you decide to purchase stock photos, we can recommend stock libraries. We may send you a separate estimate if you would like us to look for pictures for you, edit or photoshop the pictures etc

Quotation: Based on everything we've talked about, including any interaction via phone, email, or in person, we've created the pricing quote.

We are accountable exclusively for the things that we have decided upon.

Not included in the project scope or stated cost are items that were not considered or agreed upon. You, the client, will be responsible for additional billable time at our designer's hourly rate.

Revisions: ONCE THE CONCEPT OF ARTWORK IS ACCEPTED BY THE CLIENT, ONLY 2 SET OF CHANGES ARE ENTERTAINED. FURTHER CHANGES will be billed separately. Revisions cannot include completely new, unagreed-upon elements. We're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem, as we'll provide a separate estimate for that. Should you request additional revisions beyond what is included or that exceed the allocated time, you will receive an email notification from us requesting a confirmation that you wish to proceed with said revisions and agree that you will be charged separately. After we have received your confirmation, we will proceed.

If giving changes in the menu you are requested to send them all together, our designers may point out if the requested work goes beyond the scope of what was quoted to you and needs re quoting.

Allowances: You're responsible for the cost of any outside paid assets. This includes, but is not limited to; stock images, and premium fonts. In addition, we cannot be held liable for any third-party photos, recommended or otherwise.

Payment : Whether you choose to finish the project including installation or not you are responsible for the prices quoted to you for the graphic designing.

Copyrights: You guarantee that all elements of text, images, or other artwork you provide are either owned by yourself or that you've obtained permission to use them.

Then, when your final payment has cleared, You'll own the visual elements that we create for this project. We'll give you finished files, and you should keep them somewhere safe, as we're not required to keep a copy. You own all elements of text, images, and data you provided, unless someone else owns them. We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles, and in books.

Liability: Ash Designs Pty Ltd will work tirelessly to create incredible designs for you, but we do not take responsibility for any sales, income, or other outcomes that may arise from you using our products or services, whether they are direct, indirect, or incidental. Even though you have informed us of potential damages, we are unable to guarantee that our work will be error-free, and as a result, we cannot be held accountable to you or any other person for losses, including lost savings, profits, or other incidental, consequential, or special damages. This agreement is not reversible and is a legally binding contract.

Proof Reading: If we are creating artworks for you, we won't print until final artwork approval is given by you. You are responsible for Proofing & Approving all products created by us for you. Please check all aspects of proof, including spellings, names, phone numbers, graphics and grammatical errors. In case of wrong printing done due to above errors, client holds all the printing cost of the artworks and prints.

Timelines and Graphic Designing: Graphic Design is a time-consuming process, as much as we work on the timelines and like to meet and beat them, we would like our clients to know that time taken in giving artwork approval will have direct impact on when we can have the finished product ready. Not giving response to artworks sent to you will also affect the time taken for us to get the final product ready. Every product is different and the time taken to get them ready is different too.

Artwork Proofs An example draft product (proof) will be sent to you in PDF via email or message for you to review and approve or request amendments.

Colours in this proof are intended only as a guide, the printed product may vary slightly to the digital proof attached, (or supplied samples) due to the printing process. We do color match as best as we can, however slight colour variation may occur.

Your Original Files: Once you approve artwork depending upon services chosen, you are provided with a vectorized version of your designs. We take our customers' data and privacy seriously, and that's why we do not store any of your assets, which includes original files, fonts, and all other elements for more than 6 months. We are not responsible for storing any old file of menus, etc., either. If a new file needs to be created, our staff will advise you of the same.

Schedules and Timelines

A timeline that includes the number of manufacturing days, the intended dispatch and arrival dates, is communicated to you on your Quote Document. This should not be interpreted as a commitment or timeline from Ash Designs Pty Ltd; rather, it is merely a representation of our intended timeline.

(b) Depending on the product or service needed, our normal turnaround time is 4–7 business days from the date of the payment confirmation until it is ready for pickup at our manufacturing hub. The amount and size of the order, as well as the number of artworks given/created, may also affect the turnaround time.

Daily Cut-off times

The order will be treated as the next business day's order if the customer is unable to fulfil any of the following times:

(a) Order confirmation time, which includes providing the artwork, is 17:30 (AEST) Artworks submitted by the client

(b) 16:00 (AEST) is the artwork confirmation time.

(c) 16:00 (AEST) is the time for payment confirmation.

(d) Ash Designs Pty Ltd

will not accept verbal confirmations of any kind. Written confirmations, including quotation, order, and artwork confirmations, must be phone message or email.

After Approval

All the Deposits are Non Refundable as once deposit is paid , we procure all the raw materials for an order . We unfortunately cannot refund you back should you decide not to proceed further .

Sign Installations

Unless specifically mentioned you have been quoted for installation at fixed site

We are not responsible in installation directly or indirectly arising out of the actions or omissions of the customer (including any employee, officer or contractor of the customer) or any third party.

Unless specified otherwise we do not do any electrical work. In installations we will need electrician to leave Primary Wiring where in our signs can be plugged in. Please let us know if you will need electrician as we can use one of our trusted supplier and cost will be charged to you .

The Customer Must :

Make any necessary agreement with relevant regulatory, governmental or other authorities or other relevant third parties and obtain any consent or authorisation required in respect of the installation;

Provide any information Ash Designs may require in connection with the installation;

Pay for any relevant approval or permission related costs

Meet the requirements of any of these authorities at all times to maintain their approval;

Tell Ash Designs Pty Ltd if any information the customer has given to Ash Designs Pty Ltd changes; and

If any approval, consent or authorisation is amended or ends, the customer must advise Ash Designs Pty Ltd in writing as soon as the customer learns of any amended or terminated approval, consent or authorisation.

During Installation:

The customer must : –

Give Ash Designs Pty Ltd access to the premises so that we may perform the installation and provide all such assistance as may be reasonably requested by us promptly and without cost to Ash Designs Pty Ltd. The customer shall move any materials, and other objects obstructing or preventing installation in advance of the agreed installation date;

Use best efforts to make sure that the premises and any equipment provided are safe and without risk for Ash Designs Pty Ltd employees and agents. The customer must tell the Ash Designs Pty Ltd the location of any concealed pipes and wires which may affect the installation and about any known risks and any hazardous materials at the premises, provided that Ash Designs Pty Ltd may decline to carry out the installation if it considers that the installation in accordance with the customer's instructions nevertheless presents a risk to Ash Designs Pty Ltd employees and agents (without prejudice to any remedy that Ash Designs Pty Ltd may have in this regard).

The customer guarantees that they are legally entitled to remove materials (such old signs) from any area where goods are delivered or installed and that they are able to do so without obtaining permission from any third party.

Additionally, the buyer guarantees that the goods in question are safe to remove and do not contain any hazardous elements.

In order for Ash Designs Pty Ltd to carry out the installation, please supply us full details of the property, and any other pertinent information.

If this information changes, the client must notify Ash Designs Pty Ltd in writing.

Ensure that contractors and employees of Ash Designs Pty Ltd have access to sufficient welfare facilities (toilet and laundry facilities).

Vehicle Wrap installation:

When a vehicle is delivered to Ash Designs Pty Ltd, it is the customer's obligation to make sure it is suitable for the intended use and that the surface that will be vinyl wrapped is clean, dry, free of wax, oil, grease, and other contaminants, as well as clear of any existing graphics or decals. When Ash Designs Pty Ltd determines that a vehicle is not in good enough condition to warrant a high quality wrap installation, an exterior vehicle detailing cost will be levied in addition to the installation fee.

Ash Designs Pty Ltd Signage vehicle preparation does not include paint chip repairs or the removal of dents, scrapes and paintwork scuffs.

Ash Designs Pty Ltd will always take the utmost care if badges need to be removed. When the signage is later removed, any resulting damage to the insignia or markings on the paintwork surface might need to be fixed. Once the badge is removed, Ash Designs Pty Ltd is not responsible for any additional work that needs to be done.

If a customer asks Ash Designs Pty Ltd to remove a pre-installed vinyl wrap that was applied by a different company, Ash Designs Pty Ltd will try its best to remove the existing vinyl; however, Ash Designs Pty Ltd will not be held liable for any surface damage that may be sustained while removing the wrap.

Ash Designs Pty Ltd would rather have installations done on our property. If the client chooses to have vinyl wrap installation done at a location other than Ash Designs Pty Ltd, We will not be responsible for any problems arising from inappropriate installation settings.

Customers are responsible for transporting their vehicles to and from designated installation sites, and Ash Designs Pty Ltd advises that this be done as soon as possible.

Vehicle Storage cost: There will be a daily storage cost for any cars or trailers left at Ash Designs Pty Ltd location. Three days following the completion of the installation, a fee will be applied. If a vehicle or trailer is left at Ash Designs Pty Ltd's location for more than thirty days, a lien sale will take place.

Warranty

The technical details, suggestions, and other claims regarding the vinyl films made by the company are based on tests that are deemed to be accurate, but they do not represent a guarantee or warranty. All vinyl films are offered with the expectation that the buyer would use them for the purposes for which they were designed and in accordance with the specifications specified for each product. Should there be any issue due to Quality of Vinyl used we expect our customers to send us photos via email /messages and we will raise this with our supplier.

All our products whether created by us or supplier come with some sort of warranty . For Large Format signs your warranties can be checked upon placing the order with us or at the time of the Quote.

Should there be an issue with a sign which has been installed for more than 6 months The date on invoice should confirm this timeline. We will charge a (Sign Servicing Fee) fee of \$150+GST (unless you have been advised otherwise in writing) to come and inspect the sign if there is any additional work required for the sign will be quoted separately after site visit .

For all our digital products like Pull Up Banners, A frames , Flags, Media Walls , Gazebos , Wire Spike Sign Holders, (anything that involves Mechanisms) etc we rely on suppliers warranty for that and these warranties are also subjected to how the products were handled. If you feel anything is faulty please make a claim in writing via email or message within 7 days of picking up along with proof of fault and our team member will get in touch with you to help rectify the issue for you.

Goods must be checked at the time of pick up. We cannot arrange pickup or delivery for any warranty claims after goods have been picked up from our warehouse.

Subcontractors

Ash Designs Pty Ltd shall be entitled to use independent third party contractors on a work for hire basis to complete parts of the tasks required to be undertaken in the development and creation of the Deliverables. In such instances, full responsibility for the conduct and performance of the sub-contractor shall rest entirely with the Agency, including the quality and accuracy of the work submitted. Any delays in deliveries by the sub-contract shall not entitle the Agency to any extension of time.

In all instances where the services of a subcontractor are used, Ash Designs Pty Ltd shall obtain from the sub-contractor: a) a Non-Disclosure and Non-Compete Agreement relating to the confidential information, copyrights and intellectual property of the Client; and b) an Assignment Agreement assigning all copyrights and intellectual property rights in the work for hire created by the sub-contractor to the Client, including moral rights to such work.

FORCE MAJEURE:

Ash Designs Pty Ltd all its employees and subcontractors are not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Competition and Consumer Act 2010 (Cth) Compliance

Fair Trading: Our business operates in accordance with the Competition and Consumer Act 2010 (Cth) and is committed to fair trading practices and consumer protection.

Consumer Guarantees: Under the Australian Consumer Law (ACL), our goods and services come with guarantees that cannot be excluded under the ACL. For example, our goods and services are of acceptable quality, fit for purpose, and match their descriptions. Customers are entitled to a replacement or refund for major failures and compensation for any other reasonably foreseeable loss or damage. Customers are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Limitation of Liability: Nothing in these terms and conditions purports to modify or exclude the conditions, warranties, and undertakings, and other legal rights under the ACL that cannot be modified or excluded. Our liability is limited to the maximum extent permissible under the ACL.

Unfair Contract Terms: We do not use unfair contract terms that may be declared void under the ACL.

Notices: Any notices pursuant to the ACL should be directed to our company's appointed representative at the address and or email address specified on our signatures/website.

Compliance: We are committed to complying with our obligations under the ACL, and if you have any concerns or queries about your rights or our obligations, please contact us.

Your Secrecy

We uphold the national privacy principles set forth by the Privacy Act 1988 (Commonwealth) and protect the privacy and confidentiality of the information you supply.

We ask that you carefully read our privacy policy.

By sending us an email, you can amend your information at any time.

Our secure server safeguards all the information we get from our clients. Before being delivered to us, all client information is encrypted using our secure server software.

Additionally, every client record we gather is protected from unauthorised access or use. We don't keep credit card information on file on our servers.

Clause excluding unenforceable terms

Any clause or term that, in accordance with the applicable statute, would be unlawful, void, or unenforceable in any State or Territory will not apply there and will be interpreted as having never been a part of these terms and conditions.

This agreement will be completely enforceable and include such a clause in any other State or Territory where it is lawful and enforceable.

The whole enforceability and construction of the remaining clauses in these terms and conditions shall be unaffected by the deemed removal of any term under this paragraph.

Unexpected Events.

We may end this Agreement by providing you with at least seven (7) days' notice if a Force Majeure event results in delays lasting longer than thirty (30) days.

Any event, situation, or decision that we could not have reasonably controlled is referred to as "force majeure."

Regulatory Authority

The laws of New South Wales shall govern and be applied to the interpretation of these terms and conditions. You agree to submit to the jurisdiction of those courts for the resolution of any claims made by either party against the other arising out of these terms and conditions, and such claims shall be heard in New South Wales.

In the event that any of the terms and conditions are declared invalid by any law, such provisions will be modified, narrowed, interpreted, or otherwise changed only to the extent required to make them legally binding.

The invalid clause may be removed from these terms and conditions if necessary, but the remaining provisions will still be in full force and effect.