

# Terms and Conditions

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## Orders

- ABC will not accept any orders over the phone. All orders must be placed on our online ordering system. If the product is unavailable please send an email to abc@photosigns.com.au
- ABC assumes if you're ordering through a third party who are sending files on your behalf, that you have read & understood the terms and conditions below for every order
- ABC will not be responsible for any marketing costs of your campaign that is between you & your vendor, regardless of the circumstances.

## Real Estate Boards

- All Boards are ordered online to generate a Job Number
- Boards remain the property of ABC Photosigns. The board is not deemed as "owned" by the Agent, or other parties and agrees to make the board readily available for collection once finished with.
- Boards are not to be removed or moved by any 3<sup>rd</sup> party.
- Boards are leased for a maximum usage period of up to 12 months. If a board is still installed after 12 month you will be notified via email and have the option to either 1) remove the board at no additional cost, or 2) extend your board rental period for an additional 12 months. Additional charges will apply for board rental extensions. Every 12 months thereafter you will be given the same remove or extend option. ABC Photosigns retains the right to charge clients for the replacement cost of any lost, stolen or damaged boards. If you require a permanent sign you will need to contact ABC Photosigns for a quote.
- If an agent organises removal or relocation of one our boards they can be liable for the total board cost
- Boards are erected in the best position at the Installers discretion if no instruction or notes are given prior to install. ABC Photosigns will not be responsible for any reinstalls under these conditions
- ABC can choose to remove a board if circumstances or evidence are pointing towards the board being stolen or damaged.
- The area will be inspected by the Installer prior to install, if the area is deemed to be unsafe for any reason, the Board will not be erected.
- Boards are installed as temporary structures for the purpose of short term advertising.
- ABC Photosigns will not be held liable for any damage caused to personal property due to high winds, rain, tampering or vandalism. If the board is also damaged from any of the above reasons a replacement board will need to be organized and ordered at the vendor or agents cost.
- If a Board is erected on a permanent structure that is either damaged, unstable or in poor condition, ABC Photosigns will not be held responsible for any damage to that structure, or to property surrounding that structure in the event it does fall down.
- ABC will not be responsible or liable for any damage to underground pipes, gas meters or any electrical cables. ABC assumes that you have taken all necessary steps to ensure that where the board is installed it is safe for us to pierce the ground. If there are any concerns that we could potentially do damage, ABC need to be notified of what's underground & strict installation instructions need to be given prior to installation.
- ABC will not be responsible for any council fines for boards installed on behalf of you. ABC assume that you have organised council permits and you have sought permission from vendor/owner occupier.
- Boards are installed within a 24 – 48 hours' time frame. Cut-off times for board orders are 3pm, Mon to Fri.
- ABC Photosigns will do everything possible to achieve a 24 – 48 hour install time frame, however will not be held liable in the case of unforeseen delays. (High winds, flooding, road closures breakdowns etc.)
- Boards bigger than 8x6 that require 2 men can also take longer than the standard time frame. ABC will do everything in its power to reach the best possible time frame.

## High Installs

- If you have selected the High Install option when ordering a board and the install site has not been previously assessed for safety and install protocols, a further fee may be applied taking into account high access equipment required.
- The assessment will be made on a site to site basis and you will be advised of any further costs prior to install.
- Standard High Installation is using an extendable ladder to gain access up to 3 metres maximum from ground level
- All high installations are conducted as per the Agents instruction and takes into account the requirement to use any permanent structures as support for the safe install of the boards. ABC Photosigns will not be held responsible for any damage to any permanent structures as a result of the installation or removal.

## Brochures

- All Brochure are ordered on line to generate a Job Number
- Brochures are delivered within a 24 – 48 hour time frame. Cut off times for Brochure orders is 3pm, Mon - Fri
- ABC Photosigns utilises the services of an independent provider for delivery of Brochures. ABC Photosigns will do everything possible to ensure on time deliveries of Brochures, however due to unforeseen circumstances that are out of our control, ABC Photosigns will not be held accountable for delays in delivery of Brochures, Window Cards, Drop Cards or Pamphlets.

## Photography and Floor Plans (including Drone Photography)

- All Photography and Floor plans are ordered on line to generate a Job Number
- Photography and Floor Plans are delivered within a 24 – 48 hour time frame. Cut off times or Photography and Floor Plans is 3pm, Mon – Fri.
- No Photography orders will be completed without a Job Number
- Photographers will not be responsible for;
  1. Moving Furniture
  2. Staging the property
  3. Cleaning the property inside or out
  4. Pets
  5. Photographers will take measures to ensure attention to detail is applied to some extent.
- If the Agent is not present during the shoot, the Photographer will take the best photos representing the property at their professional discretion.
- Photographers will not tolerate abuse, abusive language, excessive behaviour or hostile environments
- 3D Floor plans are a representation of the property and not a true reflection
- Drone Photography is restricted to certain areas as dictated by CASA. It is the Drone Operators responsibility to maintain Air Safety controls in accordance with CASA. There are certain "No Fly" zones which will be assessed by our licenced Drone operators. These areas will be communicated to the Agent on assessment of the site.
- ABC Photographers are allocated to different regions, however ABC Photosigns cannot guarantee the same Photographer will always be available due to absences.
- There is a fee for same day, short term turnaround of Photos and Floor plans.
- Any photography job older than 90 days will automatically be cancelled.

## Terms

- Our Trading Terms are 30 days end of month. Please note a 2% interest surcharge will apply for any account outstanding after 9- days & therefore every month whilst remaining in this period. For any clarification for this please contact our accounts department.