

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

Terms & Conditions

Please read these terms carefully before using this site. By using this site, you agree to these terms of use. If you do not agree to these terms of use, please do not use this site.

What is this Agreement about and how is it accepted?

1. This Agreement applies to every contract for the sale of goods or services by ID MARQUEES to the Customer, unless ID MARQUEES agrees otherwise in writing.

2. Any written quotation provided by ID MARQUEES to the Customer concerning the proposed supply of goods or services is:

(a) valid for 14 days from the date of the quotation; and

(b) not an offer to sell, and no order placed by the Customer in response to any quotation will bind ID MARQUEES unless and until such order is accepted by ID MARQUEES, acting in its absolute discretion.

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

3. This Agreement is accepted by the Customer once the Customer places an order with ID MARQUEES for goods or services. No purported cancellation or suspension of an order (or any part of an order) by the Customer is binding on ID MARQUEES after that order has been accepted by ID MARQUEES.

4. This Agreement is accepted by ID MARQUEES when ID MARQUEES confirms its acceptance of an order in writing or electronic means or provides the Customer with the goods or services. All quotations are subject to withdrawal or variation by ID MARQUEES at any time prior to ID MARQUEES's acceptance of an order by notice in writing to the Customer.

What is the pricing structure for goods and services?

1. Prices quoted, whether in a price list, by written quotation or verbally, for the supply of goods and services, include GST and any other taxes or duties imposed on or in relation to the goods and services. The Customer must pay such GST, taxes or duties.

2. Pricing includes the cost of delivery of the goods to the Customer to any single metropolitan address in any capital city in Australia. Delivery is only included for catalogue items. However, ID MARQUEES reserves the right to charge for the cost of delivery if the delivery location is outside a metropolitan area, involves multiple locations or requires hand unpacking. Non standard or bespoke quotes are inclusive of freight to the Customer's address only, unless otherwise specified.

3. Quotations are based on the cost of production prevailing at the date of the quotation, and are subject to variation on or after acceptance of any order placed in reliance upon such quotation, to meet any rise or fall in such costs incurred, including a request from the Customer

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

to vary the order . ID MARQUEES will notify the Customer of any such variation.

What are the payment terms for goods and services?

1. ID MARQUEES's standard payment option is pre payment in full, prior to the commencement of any print work or services. Other payment terms may be offered at the discretion of ID MARQUEES and are subject to a satisfactory credit check.

2. Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

3. ID MARQUEES may amend any payment terms upon giving written notice to the Customer.

4. ID MARQUEES accepts payment by Visa, Mastercard and AMEX without penalty fees. ID MARQUEES however reserves the right to charge penalty fees if the agreed payment terms are not met.

What are the consequences of non-payment by the Customer?

1. If the Customer does not pay an invoice (in full) by the due date, then all moneys which would become payable by the Customer to ID MARQUEES at a later date on any account, will

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

become immediately due and payable without the requirement of any notice to the Customer, and ID MARQUEES may, without prejudice to any other remedy available to ID MARQUEES:

(a) charge the Customer interest on any sum due at the prevailing rate under the Penalty Interest Rates Act 1983 (Vic) plus 4 per cent for the period from the due date until the date of payment in full;

(b) charge the Customer for, and the Customer must indemnify ID MARQUEES from, all costs and expenses (including all legal costs and expenses) incurred by ID MARQUEES resulting from the non-payment or in taking action to enforce compliance with this Agreement or to recover any goods;

(c) cease or suspend for such period as ID MARQUEES think fit, supply of any further goods or services to the Customer;

(d) by notice in writing to the Customer, terminate this Agreement or any contract with the Customer, without affecting ID MARQUEES's accrued rights under any contract.

When does legal title to the goods pass to the Customer?

1. Until full payment in cleared funds is received by ID MARQUEES for all goods supplied by ID MARQUEES to the Customer:

(a) title and property in all goods remain vested in ID MARQUEES and do not pass to the Customer;

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

(b) the Customer must hold the goods as fiduciary bailee and agent for ID MARQUEES;

(c) the Customer must keep the goods separate from the Customer's other goods and maintain ID MARQUEES's labelling and packaging; and

(d) ID MARQUEES may without notice, enter any premises where ID MARQUEES suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not being ID MARQUEES's property, and for this purpose the Customer irrevocably licences ID MARQUEES to enter such premises and also indemnifies ID MARQUEES from and against all costs, claims, demands or actions by any party arising from such action.

What happens if there are delays in delivery of goods and services?

1. Any period or date for delivery of goods or provision of services is intended as an estimate only and is not a contractual commitment. ID MARQUEES will use its reasonable endeavours to meet any estimated dates for delivery of the goods or completion of the services but will not be liable for any loss or damage suffered by the Customer or any third party for failure to meet any estimated date.

2. If, through circumstances beyond ID MARQUEES's control, ID MARQUEES is unable to effect delivery or provision of goods or services, then ID MARQUEES may cancel the Customer's order (even if it has already been accepted) by notice in writing including electronic means to the Customer.

Can the Customer return or exchange the goods or services?

1. Descriptions, illustrations and material contained in catalogue, price lists, brochures, leaflets, specification sheets or other descriptive materials:

(a) While every effort is made to ensure their accuracy, the descriptions, illustrations and material contained in any catalogue, price list, brochure, leaflet, specification sheets or other descriptive materials provided by ID MARQUEES to the Customer represent the general nature of the items described therein and do not form part of any order or agreement and do not constitute a representation or warranty made by ID MARQUEES.

2. Artwork:

(a) ID MARQUEES reserves the right to modify the design, drawings or specifications supplied to ID MARQUEES by the Customer which do not materially affect the quality or usage of the goods by the Customer, without notice.

(b) All prices quoted are for the supply of ID MARQUEES specified print ready artwork. Should any artwork corrections be required ID MARQUEES reserves the right to make such alterations and request subsequent approval from the Customer to proceed to print. Any charges associated for this artwork correction may be passed to the Customer, subject to prior notification.

(c) ID MARQUEES holds certification to the ISO 12647-2:2004 specifications for offset lithography and will ensure that jobs printed by ID MARQUEES have colour consistency and colour quality certified to these documented International standards. However, ID MARQUEES cannot ensure an exact match in colour or texture between the Customer's artwork (including electronic graphic files or previously printed materials or any other materials supplied by the Customer) and the final delivered goods. The Customer acknowledges and accepts that there are acceptable levels of colour variation from print run to print run, from stock to stock, from back to front and between different printing processes.

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

(d) The Customer acknowledges that trimming may vary by up to 1 millimetre from the proof, specification or print job to print job and that such variation will not constitute a fault in the print job.

(e) Whilst every endeavor will be made to deliver the correct quantity of print items ordered, due to the difficulties of producing exact quantities, ID MARQUEES shall not be liable for delivering incorrect quantities and there will be no adjustment in the price if the quantity variation does not exceed 10% of the quantity specified in the order. The Customer's remedy, at ID MARQUEES's sole discretion, will be either a refund of monies paid for the shortage on a pro rata basis or a re-print of the shortage quantity to be undertaken by ID MARQUEES within a reasonable period of time.

3. General:

(a) ID MARQUEES will not be liable for any defect in the goods manufactured or supplied by ID MARQUEES which are based in whole or in part upon any designs, drawings or specifications supplied to ID MARQUEES by the Customer.

(b) Subject to clause 1(a), ID MARQUEES will not be liable for any defects, shortages, damage or non-compliance with the specifications in the Agreement unless the Customer notifies ID MARQUEES in writing with full details within 7 business days of delivery of the goods or provision of the services.

(c) If the Customer does not give the notice as required in clause 3(a), the Customer is deemed to have accepted the goods or services.

(d) Subject to clause 2(d), when any defects, shortages, claim for damage or non-compliance with the specifications in the Agreement is accepted, ID MARQUEES may, at its option, replace the defective or missing goods or re-supply the services.

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

(e) ID MARQUEES will not accept goods for return that have been altered in any way or have been used.

(f) Unless ID MARQUEES reasonably agrees that the defects, shortages, damage or non-compliance referred to in clause 1(a) is due to ID MARQUEES's fault, the Customer must pay all freight charges associated with the return of goods.

(g) Where delivery is requested by the Customer, to be left at an unattended address, ID MARQUEES will not accept liability for any subsequent issues arising from that delivery. This clause does not affect any other rights pertaining to the goods noted within these terms and conditions.

Who owns the intellectual property associated with the goods and services?

1. Any ID MARQUEES Materials (and the Intellectual Property subsisting in the ID MARQUEES Materials) provided to the Customer by ID MARQUEES in connection with the goods and services remains ID MARQUEES's exclusive property and the Customer acknowledges that the Customer has no proprietary right or interest in the ID MARQUEES Materials or ID MARQUEES's Intellectual Property.

2. All ID MARQUEES Materials and ID MARQUEES's Intellectual Property must be returned to ID MARQUEES on demand and the Customer must not:

(a) copy or disclose any ID MARQUEES Materials or ID MARQUEES's Intellectual Property to any third party without ID MARQUEES's express written consent;

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

(b) create, sell, manufacture or process any goods or services which use or take advantage of any ID MARQUEES Materials or ID MARQUEES's Intellectual Property.

3 Where the Customer provides its own materials, data or information including literary and artistic works (Client Materials) for use by ID MARQUEES to fulfil any order, the Customer warrants that:

(a) the Customer owns (or is licensed to use) the Client Materials and the Intellectual Property in those Client Materials; and

(b) the use of the Client Materials by ID MARQUEES will not infringe the Intellectual Property of any third party; and the Customer hereby grants ID MARQUEES a license to use the Client Materials and the Intellectual Property therein:

(c) for the purpose of fulfilling the Customer's orders and providing the goods and services under this Agreement; and

(d) in ID MARQUEES's promotional materials to indicate that the Customer is one of ID MARQUEES's clients and to depict the quality and range of ID MARQUEES's goods and services.

4. The Customer indemnifies and agrees to keep ID MARQUEES indemnified against all liability, losses or expenses incurred by ID MARQUEES in relation to, or in any way directly or indirectly connected with, the use of the Client Materials by ID MARQUEES.

5. All "works" (as that term is defined in the Copyright Act 1968) and other subject matter in which copyright can subsist, and all data, information, materials and processes developed or created pursuant to this Agreement and any Intellectual Property therein:

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

(a) are hereby vested in ID MARQUEES as and when such rights are brought into existence;

(b) are agreed to be the absolute and exclusive property of ID MARQUEES; and

(c) to the extent necessary, are hereby assigned absolutely to ID MARQUEES.

ID MARQUEES's liability to the Customer

1. Except as specifically set out in this Agreement any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

2. ID MARQUEES's liability for:

(a) a breach by ID MARQUEES of any term of this Agreement;

(b) a breach by ID MARQUEES of any condition or warranty implied in this Agreement;

(c) the cancellation or suspension of supply of goods or services by ID MARQUEES; or

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

(d) any loss or damage suffered or incurred by the Customer or any third party howsoever arising under or in connection with this Agreement is limited to the replacement or the re-supply of the goods or the re-supply of the services.

3. ID MARQUEES will not be liable for any indirect, special or consequential loss or damage suffered or incurred by the Customer or any third party, howsoever caused, including loss of turnover, profits, business or goodwill.

4. Nothing in this Agreement is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.

What are each party's privacy obligations?

1. ID MARQUEES is bound by the Privacy Act 1988 and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the Privacy Act 1988. Such information may be accessed by request to ID MARQUEES in accordance with the Privacy Act 1988.

2. The Customer must comply with the Privacy Act 1988 in connection with any personal information supplied to the Customer by ID MARQUEES in connection with this Agreement.

Can this Agreement be terminated?

1. ID MARQUEES may, at its option, immediately terminate this Agreement upon notice in writing:

(a) in accordance with section What are the consequences of non-payment by the Customer? clause 1(d);

(b) where the Customer has breached any term or warranty in this Agreement and fails to rectify such breach within 7 days of being provided with a notice from ID MARQUEES requesting such rectification;

(c) where the Customer is an individual, and the Customer becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally; or

(d) where the Customer is a corporation, and the Customer enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the Customer's liquidation (including provisional liquidation), winding up or dissolution without winding up.

2. Upon termination of this Agreement, any outstanding fees or charges under this Agreement will become immediately due and payable by the Customer.

Terms & Conditions

Written by ID Marquee

Sunday, 12 December 2010 23:12 - Last Updated Wednesday, 06 April 2011 00:36

Miscellaneous

1. The laws of Queensland, Australia govern this Agreement and the parties agree to the nonexclusive jurisdiction of the courts of Queensland, the Federal Court of Australia, and of courts entitled to hear appeals from those Courts.
2. Failure by ID MARQUEES to enforce any terms of this Agreement shall not be construed as a waiver of any of its rights.
3. If any term of this Agreement is unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, the term shall be severed from this Agreement without affecting the enforceability of the remaining terms.
4. This Agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.
5. A notice provided under this Agreement must be in writing and handed personally or sent by facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile are deemed received on the date and time the facsimile machine confirms transmission. Email notification where specified within the agreement will be deemed acceptable.
6. In this Agreement, unless the context clearly indicates otherwise: