

## MYDIARY'S (PRINTED DIARY) TERMS & CONDITIONS

These Terms & Conditions have been written to make things run smoothly for all parties. If you have any concerns with them, we are happy to discuss them with you. Please contact us at [operations@MyDiary.com.au](mailto:operations@MyDiary.com.au)

### 1. SUPPLY OF YOUR SCHOOL/COLLEGE INFORMATION

- 1.1. All text information supplied should be edited and updated for the new year. Your text must be finalised before you send it to us, otherwise extra charges may apply if excessive editing is required. Your school information will be reformatted and designed to complement the overall diary design. This can include alterations such as changing styles, etc. If you have any specific formatting requests for your school information, please notify us in writing.
- 1.2. A limit of up to 6 images applies to Personalised Covers and 10 images applies to a Personalised Bookmark (if included). Bookmarks are personalised on one side only by default (surcharges apply to personalise both sides). Please ensure all images supplied are high resolution and of print quality (300ppi).
- 1.3. If you are supplying photographs/images of students and/or student artwork ("the Works") please ensure you have copyright of the Works and the student's & parent's written consent to use the Works for reproduction at profit by Get Positive Productions, in both MyDiary & MyEDiary and for Get Positive Productions to use the final personalised diary for promotional purposes. You hereby indemnify Get Positive Productions and its directors and partners against any loss, damage or claim arising from your school's failure to obtain such consent.
- 1.4. Late supply of your school/college information and/or late supply of your proofing approval will result in loss of delivery date guarantee and extra charges may apply.

### 2. PROOFING

- 2.1. You will be emailed a proofing copy in PDF format of your personalised school information section/s to sign off on. Once your school has signed off, no alterations can be made. We will assume that you accept your personalised school information in the format of the proofing copy as well as the diary as a whole if we do not receive the above documentation within stated deadlines.
- 2.2. Please ensure that the contact person you nominate on the Order Form is made available for this proofing process during Term 3 & Term 4. If we cannot make contact with your delegate we will endeavour to contact the nominated alternative diary coordinator and will assume they have authority to sign our documentation.

### 3. PAYMENTS/CHARGES

- 3.1. A 50% non-refundable deposit is required of your total diary order, payable within 14 days of invoice. If your school has difficulty with this, please notify us and we will endeavour to accommodate.
- 3.2. Final payment is required within 14 days of delivery. An invoice will be sent to you in December so that you are able to start processing payment before the school holidays so that payment is ready in January, when payment is due.
- 3.3. We have a strict no cancellation policy. If your school/college decides to withdraw at any stage, your school/college will be liable for the total payment amount of your diary.
- 3.4. 1.5% per month (calculated daily) additional charge may be applied on any total outstanding or late deposit amounts & any total outstanding or late final payment amounts.

### 4. ORDER CHANGES

- 4.1. There will be no additional charges if your school/college increases the volume ordered before artwork has been submitted to print. If an order has been reduced, your unit price may increase. No deposit will be refunded, and any extra deposit paid will be deducted from the outstanding final payment.
- 4.2. Extra charges may apply on order changes requested after artwork has been sent to print. These will be requested on an individual basis.

### 5. DELIVERY

- 5.1. A delivery fee may apply, please refer to your quote for details. We will do our best to deliver on the day specified. However we cannot guarantee an exact date due to factors beyond our control. Please factor in minor delivery delays into your earliest and latest delivery dates.

### 6. DELIVERY DAMAGE CLAIMS, FAULTS AND WEAR & TEAR

- 6.1. If the client observes any damage to the packaging of their delivered order (e.g. wet/bent cartons), the client must photograph the problem/s immediately and before opening the affected cartons. The images taken are to be emailed immediately to Get Positive Productions.
- 6.2. Upon receiving your diaries please immediately check the contents of your order to ensure that it is correct to your school/college's order specification. Please record photographic or video evidence of any issues and contact us immediately should you notice any printing errors or binding defects. If we have not heard from you within 5 working days of delivery we will presume your school has accepted the order in the condition received.
- 6.3. Though we endeavour to always ensure our products are produced to a high quality standard, due to the nature and use of a student diary, some reasonable wear and tear can be expected. Should any faults beyond reasonable use and/or excessive wear and tear be experienced, subject to photographic/video evidence being provided and dependent upon the quantity of problem diaries and other related factors, MyDiary may, solely and entirely at their discretion, either refund the value on the portion of faulty diaries, replace the problem diaries or provide a full reprint of the equivalent quantity of problem diaries.

### 7. OTHER

- 7.1. By signing the Order Form you warrant that you are duly authorised to bind your school/college.
- 7.2. You hereby agree to grant Get Positive Productions the right to use your personalised diary for Get Positive Productions' future promotional purposes. Apart from your school/college's informational text, the contents of your personalised diary remain the copyright of Louisa Wood of Get Positive Productions. Your school has permission to copy parts of the diary for student's study purposes only in the year you receive the diary.

## FIXED PRICE TERMS & CONDITIONS

- ✦ If you nominate to proceed with the 'Fixed Price Contract' option, we will lock in the current price of your student diary in return for your diary order guarantee for the fixed number of years stipulated. This means that for each year you are within the contract period, we will not increase your diary's unit price.
- ✦ MyDiary Standard Terms and Conditions still apply to your diary order.
- ✦ Variations of less than 10% to diary order quantity will not increase the unit price. If you wish to vary your diary order by more than 10% or make additions or deletions from your specifications, this is permissible though we reserve the right to adjust the price accordingly.

### CANCELLATIONS

In the event the school wishes to cancel a Fixed Price Contract, 50% of the whole balance for the outstanding participation will become due and payable forthwith, together with any costs for collection. This means if you cancel a 3 year contract at the end of year 1, your school will still be invoiced for 50% of the total amount for year 1, 2 and 3's worth of diaries.

## MYEDIARY (ELECTRONIC DIARY) LICENSE AGREEMENT

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