Terms & Conditions



MYDIARY'S (PRINT VERSION OF MYDIARY) TERMS & CONDITIONS

These Term & 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 Louisa Wood (louisa@getpositive.com.au)

1. SUPPLY OF YOUR SCHOOL/COLLEGE INFORMATION

- 1.1. After submitting your Order Form you will receive a "What To Do Now" guide. This outlines what information you need to gather, when we require it from you and where you should send it.
- 1.2. You are required to supply all school information, logos, photographs etc within 14 days of this order being signed, unless otherwise notified in writing.
- 1.3. All text information is to be supplied in a Microsoft Word document, and 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.
- 1.4. Your school information will be reformatted and designed to complement our overall diary design. This will involve changing styles etc. If you have any specific formatting requests for your school information please notify us in writing and/or supply hardcopy proofs illustrating your specifications.
- 1.5. All diary coiling will be clear in colour.
- 1.6. A limit of up to 6 images applies to personalised covers.
- 1.7. If you are supplying photographs/images of students and/or student artwork ("the Works") please ensure you have copyright in 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.
- 1.8. Images and logos are to be supplied on a non-returnable CD, saved as TIF, JPEG or EPS, at 300dpi (print quality). Non-returnable photographs and/or high quality digital/laser printouts may also be accepted, subject to quality.
- 1.9. You are required to check, sign and return all proofs to our Design team within the specified timeframe.
- 1.10. A limit of up to 10 images applies to a Personalised Bookmark (if you have chosen that option). Bookmarks will be personalised on one side only.
- 1.11. Please supply us with your school/college's CMYK colour codes (available from your printer) to enable us to match your logo/school colours as closely as possible. Pantone colours will be subject to surcharges and extra charges may apply if information is not supplied in specified formats.
- 1.12. Late supply of your school/college information will result in loss of delivery date guarantee and extra charges may apply.
- 1.13. Late supply of proofing approval documentation will result in loss of delivery date guarantee and extra charges may apply.
- 1.14. If a representative from our Design Team hasn't yet been in contact with you, please supply material to: Get Positive Productions, Shop 4, 129 Mooloolaba Esplanade, Mooloolaba QLD 4557 AUSTRALIA or PO Box 11512 Palm Beach, Papamoa 3151 in NEW ZEALAND.

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.
- 2.2. 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.
- 2.3. Please ensure that the "contact person" listed on the order form is made available for this proofing process during Term 3 & Term 4. If we cannot make contact with the "contact person" we will endeavour to contact the nominated alternative diary coordinator and will assume they have authority to sign our documentation.
- 2.4. Upon receiving your proofs, please contact us immediately if your proofs are unclear in any way.

3. DEADLINES

- 3.1. Orders are taken up until first Friday in September. Additional charges may apply for orders received after this date. These will have to be requoted on an individual basis.
- 3.2. All school/college information is to be supplied within 14 days of signing this order form. This time period may be less if your order is late.
- 3.3. All proofing material is to be checked and returned within the specified timeframe noted on the proofing form accompanying your proofs.

4. PAYMENTS/CHARGES

- 4.1. A 50% non-refundable deposit is required of your total diary order, payable within 14 days of signing this order form. We will send you a tax invoice for this amount which should be made payable to Get Positive Productions. If your school has a difficulty with this, please notify us and we will endeavour to accommodate.
- 4.2. Final payment is required on the day of delivery. Please make cheques ready to send and payable to Get Positive Productions on this day. Your final 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.

Terms & Conditions cont...



- 4.3. 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.
- 4.4. 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.
- 4.5. Items and deposit amounts will be rounded up to the nearest cent per unit on the invoice/s.

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 (eg. 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 and binding errors. If we have not heard from you within 5 working days of delivery we will presume your school has accepted the diaries.
- 6.3. Though we endeavour to always retain the high quality of our products, 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 equal quantity of problem diaries.

7. ORDER CHANGES

- 7.1. There will be no additional charges if your school/college increases their order before artwork has been submitted to print. This may however require an additional deposit amount to be paid. If order has been reduced, your unit price may increase. No deposit will be refunded, the extra deposit paid will be deducted from outstanding final payment.
- 7.2. Extra charges may apply on order changes taken after artwork has gone to print. These will be requoted on an individual basis.

8. OTHER

- 8.1. By signing this order form you warrant that you are duly authorised to bind your school/college.
- 8.2. 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
- 8.3. MyEDiary, is a product supplied by Distinction Diaries Pty Ltd ABN: 64 149 866 339 / ACN: 149 866 339.

FIXED PRICE TERMS & CONDITIONS

9. CONDITIONS OF CONTRACT

9.1. By ticking fixed price contract, we will lock in the current price of the student diary. This means that for each year you are under our contract we will not increase the diary's unit price.

MyDiary Standard Terms and Conditions still apply to your diary order.

10. VARIATIONS OF CONTRACT

10.1. Variations of less than 10% to diary quantity order will not increase your 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, we will simply reserve the right to adjust the price accordingly to cover these additional items.

11. CANCELLATIONS

11.1. In the event the school wishes to cancel 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 our 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 VERSION OF MYDIARY) LICENSE AGREEMENT

Please consult our website www.myediary.com.au for MyEDiary Term & conditions.