

# **TERMS OF TRADE**

## **TERMS AND CONDITIONS**

These terms and conditions shall apply to the exclusion of all others including any terms and conditions of the customer (weather on the customer's order form or otherwise). The customer acknowledges that the terms and conditions embody the whole agreement between the parties and agree to be bound by them. The terms and conditions of supply are as follows:

#### COMPANY

The Company referred to in these Terms and Conditions represent Cheeky Monkey Marketing Pty Ltd.

#### CUSTOMER

The Customer referred to in these Terms and Conditions represents the entity being addressed and any person in their employ or agent acting on their behalf.

#### **PAYMENT**

The customer will be responsible for payment for all goods supplied against their company order or for any order placed by any person in their employ or agent acting on their behalf. This shall apply to orders placed by email, via the online ordering system or via phone.

## **CREDIT ACCOUNT CUSTOMERS**

All accounts are to be settled in full 14 days from the date of invoice, unless other arrangements nhave been made and confirmed in writing by CMM. Should there be any invoices under dispute, it is the customer's responsibility to raise objection within 7 days of the invoice date for resolution. Otherwise, the Customer accepts full ownership of goods/services without prejudice and is obligated to make full payment within the terms stated, Failure to do so will result in a late charge of \$25+GST per invoice per week overdue beyond 30 days.

# **NON-ACCOUNT CUSTOMERS**

All customers without a Credit Account are to settle payment prior to design or print commencement. We accept EFT transactions or Visa/MasterCard Payments (1.5% extra). Receipts of all payments must be emailed to <a href="mailto:accounts@cheekymonkeymarketing.com.au">accounts@cheekymonkeymarketing.com.au</a> asap for verification and to ensure prompt action of your job.

# PRICING AND QUOTES

Whilst the Company endeavours to keep its prices consistent, prices may change without prior notice due to changes in the exchange rate (for paper stocks), duty rates and other taxes, wages or supplier prices or any other factor beyond our control. We endeavour to provide clients with accurate quotes on request and will advise by email as soon as possible if there is any change due to circumstances beyond our control. All prices quoted are EX-GST and Ex-Delivery, unless otherwise indicated.



'we don't monkey around - call us now to improve your business'

Ph: 1300 85 66 24

PO Box 6190, Rouse Hill NSW 2155



### **TAXES**

All prices are subject to any federal, state, or other taxes in force at the time of dispute.

### RETENTION OF TITLE

The risk for the goods passes to the Customer on delivery, however title of the goods shall remain with the Company until payment has been received in full.

### **ORDERING**

All orders must be placed via the online ordering system or via email to: production@cheekymonkeymarketing.com.au

Ordering product/services from us sent to any other email address will result in order/quote processing delays and Cheeky Monkey Marketing will not guarantee next day turnaround.

In the case of CMM providing printing services only, all print jobs must be supplied, press-ready, i.e. jobs must have crop marks and adequate bleed and be sent to us as a high-resolution PDF file only.

If we have agreed to print and deliver your job within a certain time-frame at the point of quoting or prior to receiving your artwork, any art that is sent to us non-press-ready will result in cancellation of any previously promised timeline guarantees and the customer will be notified of an updated ETA asap.

Please also note: The company will provide delivery services via a reputable courier service. We currently use 3 courier companies as well as Australia Post and check availability, price and time of day as well as location destination at the time of booking. As our same-day courier services (Sydney Metro & Suburbs only) has live GPS tracking, we endeavour to keep each customer informed and updated of ETA. All care is taken at the time of booking; however Cheeky Monkey Marketing cannot be held responsible for delays or loss of items by the courier company. On the extremely rare occasions that something goes wrong, the company will work with the client as a priority to investigate what happened and how the problem can be resolved ASAP. The client is solely responsible for supplying the correct delivery and contact details and is to ensure that someone is present to take delivery of goods at the destination address. If delivery cannot be made, Cheeky Monkey Marketing will have the courier re-attempt delivery at the first possible opportunity and advise the client. This may incur an additional cost and Cheeky Monkey Marketing will advise this in writing. Unfortunately, due to OH&S regulations and printing in more than one location, we are unable to offer pick-up of print jobs.

Should the customer have any questions or concerns regarding anything listed in this document, please discuss this **before** placing your order with our team. **We will not accept any claims made** by the customer regarding these terms of trade after an order has been placed.

If you lodge a job on our online system, or has been emailed to production, both parties agree that this agreement has been read and accepted by the client, even if this form has not been signed and emailed to CMM.

Signature	. Date:
Name:	. Position:



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