

TERMS & CONDITIONS | SCHOOL EVENTS PLANNERS AND PRINTED PUBLICATIONS



DEFINITIONS

In these terms and conditions “Company” means Classroom Calendars (Australia) Pty Ltd and “Client” means the company or organization (usually a school) that has agreed to receive and distribute the Company’s Publications. “Publications” means Events Planners and other printed materials published for the recipient organisation. “Order” means a request or order (whether written or verbal) for a Publication to be created for that organization.

CONDITIONS

1. These terms and conditions shall govern every Publication and shall constitute a contract between the Company and the Client and shall apply to all Orders accepted by the Company.
2. The Client warrants that the person making the Order is authorised to do so on behalf of the company, person or organisation (the “Authorised Person”). The Company will accept no liability or responsibility if an unauthorised person places the Order, provided the Company has made reasonable attempts to establish that the person is authorised to act on behalf of the Client. In such a case, the Client accepts liability for the Order.
3. The Company reserves the right to refuse, withdraw, omit or otherwise deal with all Orders at its absolute discretion without any liability to the Company thereby arising.
4. The Events Planners and the contained advertising must comply with the Australian Code of Advertising Practice, and all laws and guidelines that may be applicable. Should the Events Planner not comply, the Company shall not be held responsible and reserves the right not to publish an Events Planner or advertisement.
5. The Client is aware that from time to time the Company may find it necessary to modify the colour or size of the Publication, change the position of any insertion or make other alterations. The Company shall in no circumstances be held responsible for the expenses incurred, as a result of additions, changes or deletions.
6. The Client acknowledges that although the Publication is “individualized” for each client, the layout and design is largely based on a template design which is protected by a copyright held by the Company. As such, the Company reserves the right to update, change and/or modify the template design as it deems necessary, thereby passing on any changes to the Client’s individualized Publication. Any changes to the template design will be at the sole discretion of the Company, but with consultation from relevant interested parties where deemed necessary.
7. The Client accepts that the Company will accept no liability for any error in a publication or the non-publication of an Events Planner.
8. The Client shall have the right to request the Company in writing to make changes to the Events Planner and the Company shall use its reasonable endeavours to comply with such requests. These changes can only be accepted up to the final sign off copy date of each publication.
9. A verbal recording may be taken as confirmation of an order or approval provided the Client has given their consent to the recording and the details of the order have been covered satisfactorily in the recording.
10. Unless otherwise agreed, Publications are supplied to the organization free of charge.
11. The Company does not guarantee the start date of the Publication. The Company will make every endeavor to ensure that the publication start date is as close to the schedule as possible.
12. The Client acknowledges that once an Order is made and Classroom Calendars have commenced the production process, it cannot be stopped and the agreement cannot be cancelled unless by mutual agreement. The Client agrees that any cost and/or loss of revenue arising from the Client forcing a stop to the publication after the Company has commenced the production process will be repaid to the Company in full.
13. The Client acknowledges that the Company will work to ensure the Publication includes relevant dates and events, and acknowledges that from time to time information will be requested from the Client, which must be provided to the Company in a timely manner.
14. The Company will provide the client with a Proof of the Planner for approval prior to completion. This proof will not include advertiser artwork, but simply be for checking included dates and details.
15. The Client acknowledges that the Company will request confirmation that the Planners have been distributed to students and teachers as the Company needs to provide this as proof to advertisers. The Client accepts all liability arising if a publication is found to be delivered in time to the school, but not distributed in time for the planner start date.
16. The Client acknowledges that any sponsorship package or donation arising from the Order will be presented once the 1st year’s publication (or subsequent publication) distribution acknowledgement has been returned to the Company completed and signed.
17. The Client acknowledges that if an “iPad” or particular android “Tablet” donation is stipulated as part of their sponsorship package, then the Company will donate that indicated model up to the value of \$250. However, if at the time of donation the indicated model within this price bracket is unavailable, then a similar product or cash donation of \$250 will be supplied as an alternative. In this event, the Company will use its discretion to determine the most suitable alternative. This condition is included here as device models are continually changing and it is impossible to determine if the exact stipulated model will be available at the time of donation.
18. All prices quoted are subject to variation as a result of government taxes and levies.
19. The various provisions of these Terms & Conditions are severable and if any of its provisions shall be held to be invalid or unenforceable by any competent court jurisdiction then such invalidity or unenforceability shall not affect the remaining provisions of this Contract.
20. Any contract or Order shall be governed and construed in all respects in accordance with the laws applicable in Queensland and any disputes will be subject to the jurisdiction of the Queensland Courts.

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21. The various provisions of these Terms & Conditions may be amended and changed at anytime without notice. The latest version may be found at: www.classroomcalendars.com.au or by emailing termsandconditions@classroomcalendars.com.au

22. The Client shall indemnify the Company against any claim (including legal and other costs and expenses incurred in dealing with any claim) arising from the publication of an Events Planner