

Terms and Conditions

These Terms and Conditions (“T&Cs”) govern the relationship between **Timeline Partners Pty Ltd**, ABN 32 656 366 059 (“we,” “us,” or “our”), and the client (“you” or “your”). By engaging our services, purchasing goods, or accepting a quote, you agree to these T&Cs.

1. Definitions

In these T&Cs, unless the context requires otherwise:

- **Client:** The individual or entity named in the Service Agreement, Quotation, or Invoice.
 - **Contract:** The agreement formed when you accept our Quotation or Proposal, including these T&Cs.
 - **Goods and Services:** The goods and services outlined in the Proposal, Quotation, or Invoice.
 - **Price:** The amount payable for the Goods and Services, as specified in the Invoice.
 - **Supplier:** Timeline Partners Pty Ltd, ABN 32 656 366 059.
 - **Terms:** These General Terms and Conditions.
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2. Contract Formation

2.1 By accepting our Quotation or Proposal, you agree to these T&Cs.

2.2 A Contract arises when you accept the Quotation, and we issue an Invoice.

2.3 In the event of inconsistencies, these T&Cs take precedence unless otherwise stated in the Quotation, Proposal, or Invoice.

3. Price and Payment Terms

3.1 The Price for Goods and Services is as set out in the Invoice.

3.2 Payments must be made as follows unless otherwise stated in the Quotation or Proposal:

- 50% upon acceptance of the Quotation.
- 30% upon completion of initial stages (e.g., filming for video production).

- Remaining balance upon delivery of the final product or service.
3.3 Payments must be made within the terms specified in the Invoice.
3.4 Additional costs may include, but are not limited to:
 - Music licensing: \$60 per song for non-commercial use.
 - Courier fees: Billed as required.
 - Physical delivery: \$110 per hard drive or \$20 per USB flash storage device.
 - Travel expenses outside the Perth Metro Area: Calculated based on distance.
 - Location fees and filming permits: As applicable.
3.5 Unpaid Goods and Services will not be delivered, and ownership will remain with us until full payment is received.
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4. Delivery of Goods and Services

- 4.1 Delivery timelines and methods will be specified in the Quotation, Proposal, or Invoice.
 - 4.2 We retain Master Footage (raw footage, video files, audio files) for up to one month after project completion unless otherwise agreed. After this period, the materials may be disposed of.
 - 4.3 We are not responsible for delays caused by third-party suppliers, couriers, or factors beyond our control.
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5. Subscription Services

- 5.1 Subscriptions (e.g., web hosting, Microsoft 365) are billed on a recurring basis unless otherwise stated.
 - 5.2 Subscriptions are renewed automatically unless cancelled in writing at least 30 days before the renewal date.
 - 5.3 We are not liable for interruptions caused by third-party providers or scheduled maintenance.
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6. Variations

- 6.1 Any changes to the scope, nature, or quantity of Goods and Services must be requested in writing.
 - 6.2 Additional costs for variations will be quoted and invoiced separately.
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7. Client Responsibilities

- 7.1 You are responsible for providing all necessary information, access, and resources to perform the agreed services.
- 7.2 You must ensure current backups of all data prior to engaging IT support services.

7.3 You are responsible for maintaining the security of systems and data where we are not the primary administrator.

8. Intellectual Property

8.1 Ownership of final deliverables (e.g., websites, videos) transfers to you upon full payment.

8.2 We retain ownership of proprietary tools, templates, and raw footage unless otherwise agreed in writing.

8.3 We reserve the right to use completed works (or excerpts) for promotional purposes unless you explicitly request otherwise in writing.

9. Privacy and Data Security

9.1 We comply with the Australian Privacy Act in the collection, storage, and use of your data. A full copy of our Privacy Policy is available at www.timelinepartners.com.au/privacy.

9.2 We are not liable for data breaches caused by vulnerabilities in your systems or third-party services.

10. Limitation of Liability

10.1 We are not liable for:

- Interruptions in third-party services (e.g., web hosting, Microsoft 365).
- Delays caused by external factors or events beyond our control.
- Loss of data unless caused directly by our negligence.

10.2 Our total liability is limited to the value of the Goods and Services provided.

11. Warranty and Returns

11.1 Warranty terms for hardware and third-party products are as provided by the manufacturer or supplier.

11.2 Our detailed **Delivery, Returns & Refunds Policy** forms part of these T&Cs and is available at www.timelinepartners.com.au/returns.

12. Termination and Cancellation

12.1 Either party may terminate the Contract with written notice.

12.2 If terminated by you, any work completed to date will be invoiced and payable in full.

12.3 We reserve the right to cancel a Contract if circumstances beyond our control prevent fulfillment.

13. Force Majeure

13.1 We are not liable for delays or failure to perform due to events beyond our control, including natural disasters, strikes, or supplier disruptions.

14. Dispute Resolution

14.1 Disputes must first be addressed through good-faith negotiations.

14.2 If unresolved, disputes may be referred to mediation under the rules of the Australian Commercial Disputes Centre (ACDC). Costs of mediation will be shared equally.

15. Governing Law

15.1 These T&Cs are governed by the laws of Western Australia. Disputes will be subject to the jurisdiction of its courts.

16. Entire Agreement

16.1 These T&Cs, together with the Proposal, Quotation, and Invoice, constitute the entire agreement between us and you.