Lightbox Creative

Terms of Trade

Terms of Trade – Lightbox Creative Limited

1. Definitions

1.1 "Client" means the individual or organisation requesting LBC to provide the Services.

1.2 "LBC" means Lightbox Creative Limited, the design studio providing the Services.

1.3 "Services" means the scope of work as agreed upon in writing between the Client and LBC.

1.4 "Product" may include any or all the following:

a) Branding

b) Design

c) Photography

d) Web Design

e) Web Development

f) Creative Design

g) Strategic Consulting

2. Scope of Engagement

2.1 These terms apply immediately upon the Client engaging LBC for any services.

2.2 Display of these terms on LBC's website constitutes sufficient notice to the Client.

2.3 By continuing to instruct LBC, the Client is deemed to have accepted these terms, whether or not an Agreement has been signed.

2.4 The Client acknowledges that these terms constitute the entire agreement between the parties and confirms that it has not relied on any oral or written representations, statements, or promises made by LBC, its employees, or agents, other than those expressly set out here.

2.5 LBC reserves the right to charge an additional fee if the scope or nature of the work changes.

2.6 LBC reserves the right not to undertake any Services, refuse to accept any content supplied by the Client, withdraw any advertisement or publication at any time for any reason, and LBC shall not be liable to the Client for any such action.

3. Amending the Terms

3.1 LBC reserves the right to amend, modify, or replace these terms at any time.

3.2 Any revised terms will be effective on the date they are published on the website.

3.3 By continuing to engage LBC after publication of the revised terms, the Client agrees to be bound by the updated terms.

3.4 If the Client does not accept the amended terms, they must notify LBC in writing within 10 business days of the changes being published. Failing that, the amended terms will be deemed accepted.

4. Timelines and Delivery

4.1 Product timelines will depend on the type of Service being requested.

a) Generally, the timeline will be outlined in the proposal provided to the Client.

b) Long-term clients will not be provided with a project proposal. LBC will complete work for the client according to the client's project brief or instructions and LBC will charge at an hourly rate and bill at the close of each month.

c) Longer projects are often billed month to month. LBC will advise the client when the project estimate is reached.

4.2 During the design process, LBC may place versions of the Client's design on one of LBC's demonstration servers so that the client may view and comment upon the design progress and approve design concepts and prototypes.

4.3 If LBC has produced a proposal document for the project, LBC will commence work once all necessary information and assets have been supplied and the project brief has been agreed on.

4.4 If the Client makes any changes to the Services once the project brief has been signed off, LBC may quote for an additional charge.

4.5 The Client is responsible for sourcing and supplying all necessary materials including, but not limited to, text, logos, and images that are free of copyright restrictions and required to complete the service.

4.6 Delivery is contingent upon the timely receipt of all required content, feedback, and approvals from the Client.

4.7 Delays in the provision of required materials by the Client may result in delays to the delivery of services and may also incur additional costs. The Client agrees that any such additional costs may be charged by LBC and will be added to the final invoice total.

4.8 LBC is not liable for any delays resulting from third-party dependencies, late submissions, or delayed responses from the Client.

5. Payment Terms

5.1 A 30% deposit of the total project fee is required prior to the commencement of any design work, unless otherwise agreed in writing by LBC.

5.2 Failure to provide the required deposit may result in delays to the delivery of the Service. LBC will not be held liable for any such delays.

5.3 LBC charges either monthly over the course of the project or upon completion of the Services. Payment terms are detailed in the invoice. Work is billed at an hourly rate, unless the quote states otherwise.

5.4 All invoices exclude GST (15%) unless explicitly stated otherwise. GST is payable by New Zealand residents. GST is zero-rated for overseas clients.

5.5 LBC reserves the right to adjust the project cost in the event of any variation to the agreed scope of Services or Client specifications. This includes, but is not limited to:

a) Additional work arising from unforeseen or hidden complexities not evident prior to commencement; and

b) Increases in material or labour costs beyond LBC's reasonable control, including fluctuations

in exchange rates, taxes, levies, freight, insurance, or third-party supplier or network operator fees.

5.6 The remaining balance inclusive of GST, disbursements, variations, concept amendments, and any other additional charges (including revisions requested after project completion) must be paid within 7 days of the final invoice being issued upon project completion.

5.7 For projects extending beyond four weeks, LBC reserves the right to issue progress invoices for 10% at regular intervals. These progress payments are subject to the same terms as outlined for the final balance.

5.8 Payment of website hosting renewals will be invoiced 1 month prior to the expiry date for a minimum term of 12 months. Domain name and email subscriptions are to be owned and managed by the Client. No refunds will be made for early cancellation of hosting services.

5.9 Website hosting, server hosting and associated infrastructure may be provided and managed by third-party suppliers who are responsible for the operation and maintenance of the services they provide. Fees charged by LBC for hosting do not include or imply any obligation by LBC to provide ongoing website maintenance, server administration, software updates, security monitoring, technical support or infrastructure servicing. Any such services provided by LBC must be separately agreed upon in writing and may incur additional charges.

5.10 Ownership of the product remains with LBC until payment has been received in full.

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6. Non-payment

6.1 Interest on overdue invoices will accrue daily from the payment due date until the date of full payment, at a rate of 2.5% per calendar month, compounded monthly. This interest shall apply both before and after judgment.

6.2 LBC may refer the debt to a collection agency or initiate legal proceedings to recover the outstanding amount, including any interest, legal fees, and collection costs, which shall be payable by the Client. In the event the Client fails to pay any invoice by the due date, LBC reserves the right to:

a) Suspend all ongoing Services until full payment is received; and

b) Withhold delivery of any final design files, websites, or intellectual property.

6.3 The client is liable for all collection costs, including any actual solicitor's fees or debt collection agency fees until the debt is paid in full.

6.4 Persistent non-payment may result in termination of Services and the cancellation of any licenses granted under these Terms.

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7. Copyright

7.1 All material, both text and images, supplied by the Client and used in the construction of the Client's design project, will remain the Client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.

7.2 LBC accepts no responsibility for any issues arising from the use of copyright-protected material supplied by the Client.

7.3 The Client is solely responsible for ensuring all content provided is appropriately licensed or free of copyright restrictions. Any costs, legal actions, or consequences are the full responsibility of the Client.

7.4 The copyright for all materials provided by LBC, such as graphics, photographs and text will remain the property of LBC until such time as LBC receives full payment. When payment is received, the materials will become the property of the client.

7.5 Where the Client instructs LBC to include or reproduce any third-party trademarks, certification marks or logos (including but not limited to PEFC, FSC, ISO or similar certification identifiers) within any deliverable:

a) The Client must ensure that all such marks are used strictly in accordance with the trademark owner's current brand and usage guidelines;

b) LBC will only use the marks as supplied and authorised by the Client or the relevant trademark owner;

c) The Client warrants that it holds, or has obtained, all necessary permissions or licenses for such use;

d) LBC will not be liable for any non-compliance or misuse of such marks where it has relied on the Client's instructions or supplied assets.

7.6 Lightbox Creative may utilise artificial intelligence ("AI") assisted tools, software, automation systems, and third-party generative platforms in the course of providing creative services.

The Client acknowledges that AI-generated or AI-assisted outputs, including images, video, graphics, audio, written content, animation, code, and other digital assets, may be produced using third-party technologies, datasets, machine learning systems, or algorithmic processes outside the reasonable control of Lightbox Creative.

While Lightbox Creative exercises professional skill, judgement, curation, editing, and review in the preparation of deliverables, Lightbox Creative does not warrant that AI-generated or AI-assisted materials will be wholly original, exclusive, free from similarity to existing works, or free from third-party intellectual property claims or other legal challenges.

The Client is responsible for reviewing and approving all final deliverables prior to publication, manufacture, distribution, advertising, broadcast, or commercial use.

To the maximum extent permitted by law, Lightbox Creative excludes liability arising from or relating to the use of AI-generated or AI-assisted content, including claims involving copyright infringement, trademark infringement, passing off, moral rights, personality rights, likeness rights, or similarities to existing works, brands, identities, or individuals arising from third-party AI systems, platforms, providers, or datasets.

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8. Confidentiality

8.1 LBC and the Client agree to treat all information and ideas communicated by the other party as confidential and agree not to share it with any third party, without the other's written consent.

8.2 Either party must promptly return or destroy all confidential information of the other party in its possession or control at the other party's request, unless required by law to retain it.

8.3 The quotation and the information contained in the quotation provided by LBC to the Client is done so on a "commercial in confidence" basis. The Client agrees not to reproduce or provide said information in any manner to any third party without the prior written approval of LBC.

9. Privacy

9.1 All emails, documents, images or other recorded information held or used by LBC is personal information and therefore considered confidential. LBC acknowledges its obligation in relation to the handling, use, disclosure and processing of personal information pursuant to the Privacy Act 1993.

10. Security Interest

10.1 These terms constitute a security agreement for the purposes of the Personal Property Securities Act 1999 (PPSA) and create a security interest in:

a) All Services previously provided (if any), and that will be provided in the future, by LBC to the Client; and

b) All the Client's present and future property being a charge, including anything in respect of which the Client has at any time a sufficient right, interest, or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Client to LBC for Services that have previously been provided (if any), and that will be provided in the future, by LBC to the Client.

10.2 The Client undertakes to:

a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which LBC may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register (PPSR); and

b) indemnify, and upon demand reimburse, LBC for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any registration made thereby; and

c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the registration in favour of a third party without the prior written consent of LBC; and

d) notify us immediately if its business practices change in a way that may affect how our services or deliverables are used or sold; and

10.3 LBC and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

10.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

10.5 Unless otherwise agreed to in writing by LBC, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.

10.6 The Client shall unconditionally ratify any actions taken by LBC under clauses 7.1 to 7.5.

11. Liability

11.1 LBC will carry out internal quality assurance testing to the best of its ability prior to each project milestone and before final delivery. This includes reviewing for design and visual integrity, technical functionality, and alignment with the approved scope of work.

11.2 The Client is responsible for thoroughly reviewing all deliverables upon receipt. This includes, but is not limited to, checking:

a) Functionality (where applicable, such as web or interactive design)

b) Performance and responsiveness

c) Visual appearance, including layout, colour accuracy, image quality, and typography

d) Spelling, grammar, and content accuracy

e) Consistency with approved brand guidelines

f) Print specifications (e.g. bleed, resolution, colour mode) for any materials intended for production

g) Proper licensing or approval of third-party materials (such as fonts, stock assets, or plugins, where applicable)

11.3 LBC accepts no responsibility for any loss, damage or expense resulting from:

a) Inaccurate or incomplete, or misleading content or data provided by the Client;

b) The Client's failure to identify errors, omissions, or inconsistencies during the proofing and approval process;

c) The use or publication, or distribution of any material that is incorrect, unlawful, or non-compliant with relevant regulations or standards.

11.4 If an error is found within a design after a website goes live, LBC reserves the right to correct the "error" either at no charge or billed at the hourly rate.

11.5 If an error is discovered after printing, LBC is not liable for the cost of reprinting.

11.6 LBC will not accept liability for any loss or damage however caused, which may be suffered or incurred, or which may arise directly or indirectly from a provided Service.

11.7 If the Client is entering into this agreement as a Sole Trader, Partner, or, in the case of a company, as a Director or Shareholder, the Client agrees to be personally liable for the performance of all Client obligations outlined in this agreement.

12. Revisions

12.1 Once the product has been delivered to the Client for proofing, the Client has 30 calendar days to request any revisions or design alternations.

12.2 If no revision requests are received within this period, LBC will consider the project as approved and completed, and the final balance will become payable.

12.3 Significant changes that alter the original brief will be treated as additional work and may incur additional charges.

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13. Intellectual Property

13.1 Unless otherwise agreed in writing, all intellectual property created by LBC, while providing Services, remains the sole property of LBC. This includes, but is not limited to:

a) Final and working design files

b) Source code and development files

c) Software and custom routines

d) Concepts, sketches, illustrations, and design elements

e) Written content and creative copy

f) Photographs, video and audio recordings

g) Any other creative material, documentation, or ideas developed during the project

13.2 Upon full payment, the Client is granted a non-exclusive, non-transferable, single-use license to use the final deliverables solely for the original intended purpose as agreed in the project scope. This license does not permit:

a) Modifying, editing, or adapting the work

b) Reusing the designs for other projects, brands, or campaigns

c) Redistributing, reselling, or sublicensing the work in any form

13.3 Any additional usage outside of the agreed scope requires prior written permission from LBC and may be subject to additional licensing fees. Usage rights for any third-party materials (such as fonts, stock images, or plugins) remain subject to their original licenses and may need to be separately purchased by the Client.

13.4 LBC retains the right to showcase the completed work, including any visuals or deliverables created for the Client, in its portfolio, website, social media, and other promotional materials, as is standard industry practice.

13.5 LBC reserves the right to reuse elements of the project, such as design styles, code snippets, layouts, or non-client-specific assets in other client work or internal projects provided such reuse does not infringe upon the Client's licensed rights or disclose any confidential information.

14. Termination

14.1 Either party may terminate this agreement on 7 working days written notice to the other party.

14.2 LBC reserves the right to cease work without liability to provide the Services and to terminate this agreement if the Client:

a) Goes into liquidation or bankruptcy, or;

b) Fails to meet any obligation in accordance with this agreement or breaches any term in this agreement.

14.3 If during the design process the Client cancels the Services, the Client will be invoiced an amount that LBC calculates as proportionate to the amount of work completed on the project. LBC will not be liable for any loss or damage arising from cancellation.

15. Governing Law

15.1 LBC's website (excluding any third party linked sites) is controlled from its principal business premises in New Zealand. It can be accessed from countries around the world to the extent permitted by the website. As each country has laws that may differ from New Zealand, by accessing the website, the Client agrees that the laws and statutes of New Zealand shall apply to any dealings, actions or claims arising our of, or in relation to, this agreement, or the Client's use of the website, irrespective of any conflict with any laws and statutes applicable to the Client's country of domicile.

15.2 These terms and conditions and any contract to which they apply will be governed by the laws of New Zealand in which the Services were provided by LBC to the Client. However, in the event of a dispute that is necessary to be referred to a Magistrates or higher Court then jurisdiction of the courts will be subject to the Auckland Courts in which LBC has its principal place of business, and that any legal proceedings will be conducted in English.

15.3 LBC makes no representation that Services offered through the website are appropriate, available or suitable for use in countries outside of New Zealand, and accessing and/or utilising any content from, or through, the website which is illegal in your country of domicile is strictly prohibited.

16. General

16.1 Nothing in this contract is intended to have the effect of contracting out of any applicable provisions of the Consumer Guarantees Act 1993 (CGA) or the Fair-Trading Act 1986 of New Zealand.

16.2 The CGA may apply to the Client if they acquire LBC's Services for personal, domestic or household use. If the CGA applies, all rights the Client may have under the CGA apply in addition to the rights they may have in this agreement.

16.3 If you are acquiring LBC's Services for the purpose of a business, then the Client agrees that the CGA will not apply to LBC's Services or provision of any other Services to the Client.

16.4 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16.5 Both parties warrant that they have the power to enter this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.