

This agreement is between **Load Media (“we” or “us”)**, of 10 Mercurio Drive, Flinders Park, SA, 5025 and **The Customer (“you”)**.

1. **The customer** hereby agrees that by accepting the quote provided by **Load Media** and selecting “I accept”, you agree to be bound by the following terms and conditions which you have read and understood. Load Media reserves the right to modify these terms, for any reason at any time.
2. **WARRANTIES & COPYRIGHT**
 - (a) Load Media warrants that it will provide its service with due skill and care and any material supplied by it in connection with those services will be reasonable fit for the purpose for which they are supplied.
 - (b) You warrant and represent that you are the owner of the copyright and other intellectual property rights or have the necessary licence in the videos it has requested Load Media to reproduce and / or to modify. We acknowledge that you or the copyright owner of such videos will continue to retain all intellectual property rights, including but not limited to copyright, for such videos when copied; or
 - (c) You warrant and represent that you have, where necessary, acquired (and can produce upon reasonable request by us) all necessary waivers, consents, releases, permissions and licences in connection with each video, including but not limited to image consent, model consent or subject matter consent; or
 - (d) You warrant that each video does not depict subject matter in a manner that violates any laws or individual rights (including a law relating to decency, censorship, publicity or privacy), court order or other ruling of a governmental agency.
 - (e) You will not subject Load Media to any liability.
 - (f) You indemnify Load Media against any loss, damage and expense which Load Media may incur, whether directly or indirectly, as a result of or in connection with:
 - (i) your failure to have the right to make copies of the Material
 - or
 - (ii) the supply or non-supply of our facilities, equipment or services to you.
3. **QUOTES**

Quotes are valid for 1 month. Load Media reserve the right to revise the quoted price if the information provided by you was incorrect or incomplete. If there are any variation to the quoted price due to any reason, we will notify you of the variation.
4. **GIFT VOUCHERS**

Gift Vouchers are valid for twelve (12) months from date of purchase. Gift cards can only be used at Load Media. Not redeemable for cash. We will not refund cash for any unused gift card amount. Any unused amount after the expiry date of this card will not be refunded or credited.
5. **PAYMENT**
 - (a) Payment terms are strictly cash on delivery, unless by prior arrangement Electronic Funds Transfer (EFT) has been approved. If EFT is approved then payment must be received by Load Media prior to the release of goods.
 - (b) All good remain the property of Load Media until payment is received.
6. **DELIVERY**
 - (a) All delivery and return charges are the responsibility of the customer.
 - (b) Load Media is not responsible for goods lost, stolen or damaged in transit.
7. **LIABILITY**

Load Media accepts no liability for any loss or damage (including consequential loss or damage) however caused, which may arise directly or indirectly from the supply of services or failure to supply services to you, including loss or damage to any Materials provided by you to Load Media.