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## **TERMS AND CONDITIONS OF BUSINESS**

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### 1. DEFINITIONS

- A. **'Agreement'** means these terms and conditions of business together with the Quotations which set out the Services to be carried out for the Client.
- B. **'Client'** means the company, partnership, individual or body who or which engages the Services of Yeo Creative Solutions.
- C. **'Confidential Information'** means any information which is disclosed to the Client by Yeo Creative Solutions pursuant to, or in connection with, this Agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential) or shall otherwise come into the hands of the Client in relation to the Services other than information which is already in the public domain.
- D. **'Deliverable'** means the bespoke project work produced by Yeo Creative Solutions (including, but not limited to photographs, images, plans, reports, drawings, visualisations, documents and other materials, in any format) in the course of the Services for Delivery to the Client.
- E. **'Design Brief Meeting'** means a meeting between Yeo Creative Solutions and the Client for the purpose of working or revising the project requirements, for the Client to provide instructions to Yeo Creative Solutions and for Yeo Creative Solutions to provide feedback to the Client.
- F. **'Quotation'** means a quotation provided by Yeo Creative Solutions to the Client, which contains a description of the Services and the fees payable for the Services.
- G. **'Services'** means the services to be provided by Yeo Creative Solutions to the Client as set out in the Quotations.
- H. **'TME Basis'** means a time, materials and expense basis for charging fees.
- I. **'Yeo Creative Solutions'** means Yeo3D Pty Ltd trading as Yeo Creative Solutions with a registered address at 4/1 Olympia Road, Naremburn, NSW 2065, Australia. ABN 11 603 655 198.
- J. The project and the scope of services are generally defined in these Terms and Conditions and the associated Quotation(s). The services in this Agreement are limited to the scope and terms defined herein and any additional services must be defined by a supplemental agreement.

### 2. ASSUMPTIONS

- A. This Agreement is based on the project briefing undertaken by the Client and Yeo Creative Solutions and attended by nominated representatives of both.
- B. The Client shall conform to all applicable building codes, developmental restrictions and Occupational Health & Safety obligations.
- C. Any services performed for the Client by Yeo Creative Solutions on the project defined in this Agreement in lieu of an executed agreement, or the Client continuing to instruct Yeo Creative Solutions or engage with Yeo Creative Solutions in relation to the Services, shall constitute an implied acceptance by the Client of the scope, fees, and terms defined in this Agreement for those services rendered.

### 3. INFORMATION TO BE PROVIDED BY THE CLIENT

- A. Unless agreed otherwise, information provided by the client will include, but is not limited to, brand guidelines, video screen content, branding graphics, event details including delegate numbers, preferred seating arrangements and styling.
- B. The Client must provide all information about the structure and materials/textures as necessary to create each scene. This is generally the same information required by artists for hand renderings; including all plans, elevations, colour swatches and material samples. Yeo Creative Solutions can provide a quotation for design services on request.
- C. The Client must provide the name, position and contact details of a single representative who will have the

authority to accept and approve the Services and invoices provided by Yeo Creative Solutions and to communicate with and instruct Yeo Creative Solutions on behalf of the Client. The Client must immediately inform Yeo Creative Solutions if the representative ceases to have such authority or if a new representative is appointed.

- D. Where geographically appropriate, an initial face-to-face Design Brief Meeting will be arranged between the representative of Yeo Creative Solutions and the Client to work through the project requirements. Failing this, a remote alternative can be arranged.
- E. Yeo Creative Solutions offers an online image review service that allows Clients to mark up alterations to draft images in real time. All Clients are encouraged to make use of this service.

#### **4. SCOPE OF PROFESSIONAL SERVICES - VISUALISATION**

- A. Yeo Creative Solutions will prepare a visualization that demonstrates the visual impact of the design as described below. This project and the scope of services are generally defined within this document, the associated Quotation and the initial Design Brief Meeting.
- B. Yeo Creative Solutions provides a creative design service that is charged separately to the visualization service and itemised on the Quotation accordingly.
- C. All digital images used to furnish visualisations are from Yeo Creative Solutions's stock library of images, either created by Yeo Creative Solutions or purchased for its commercial use. Any custom images requested will be quoted upon request and only after receiving the necessary information to do so.
- D. 3D elements (including furnishings, equipment and people) are provided from Yeo Creative Solutions's stock library. Any custom elements will be quoted upon request and only after receiving the necessary information to do so.
- E. Yeo Creative Solutions will make every effort to accurately match colour information and materials provided by the client. The Client acknowledges that colours and materials will vary from the supplied information due to lighting conditions and the specific printer and/or display device used to display the image. Reasonable variations from supplied colour data and material representation are to be expected.
- F. Client initiated changes (including changes to information and materials provided to Yeo Creative Solutions by the Client) will be charged at the hourly production rate as set out in the relevant Quotation. Examples might include changes to architectural elements, site or room orientation and floor plan modifications.
- G. After receipt of all client supplied information, Yeo Creative Solutions will complete the scenes required under this Agreement to the best of its knowledge and ability. All scenes will represent Yeo Creative Solutions's best effort and skill for design interpretation and aesthetics given the available information, time and cost constraints as per this Agreement.
- H. For animation sequences the Client shall provide a detailed storyboard and script for camera movements. Alternatively, Yeo Creative Solutions can provide a separate Quotation for the storyboarding and direction of the sequence.
- I. Yeo Creative Solutions offers a range of post-production services such as compositing, editing and audio tracks and Quotations for these services can be provided on request.
- J. Yeo Creative Solutions will provide the Client with a draft version of up to five (5) still images or an animation sequence to review. Yeo Creative Solutions will revise, within reason, any elements of the sequence which were overlooked or do not conform to the information provided at the briefing stage. As a general rule, one set of Client revisions will be undertaken at no cost to the Client. Further revisions will be charged at the hourly production rate in use at the time as set out in the relevant.
- K. Yeo Creative Solutions will provide up to five (5) production images of the concept at a resolution of up to 3000x3000 or animation sequence at a resolution of up to 1920x1080 pixels.
- L. Higher image resolution is to be agreed between the Client and Yeo Creative Solutions at the briefing stage to ensure a sufficient level of detail is included in the production stage of the project. To this end, still images of up to 6K and animated sequences of up to 4K are available subject to acceptance of the relevant Quotation.
- M. Yeo Creative Solutions reserves the right to use a watermark on the production visualisations until receipt of final payment, at which time Yeo Creative Solutions will deliver the production materials without a

watermark.

- N. Yeo Creative Solutions will provide the Client with computer readable media as delivery on the professional services provided. Pending any further contractual agreements, the responsibility of Yeo Creative Solutions in relation to the Visualisation Services will end at this point.

## 5. SCOPE OF PROFESSIONAL SERVICES – DRAFTING

- A. Yeo Creative Solutions will undertake a survey of the venue at the Client’s request. This survey will gather information relevant to the project and any other related information requested by the Client during the Design Brief Meeting. This would normally, but not always, include the main conference or exhibition area, variances in floor level (i.e. steps, ramps & raised platforms), ceiling heights, loading dock access, lift access limitations, door & window positions and interior décor references.
- B. Floor plans are produced from the venue survey and it is therefore a prerequisite that Yeo Creative Solutions undertake a suitable site survey before continuing to this stage.
- C. Yeo Creative Solutions will work within the constraints of the allocated venue to produce scenic ground plans and elevations containing sufficient detail for the chosen set builder to cost and fabricate the scenic elements. A Design Brief Meeting is a prerequisite to this stage which usually follows the sign off of visualisations produced by Yeo Creative Solutions.
- D. On occasions when sufficient detail cannot be provided for construction through a scenic floorplan and/or elevations, Yeo Creative Solutions will produce full scenic construction drawings of these elements. These will include suggested construction techniques and may also include machine readable cutting files for CNC or hot wire cutting machines.
- E. Drafting services are charged on a TME Basis and specific services and estimated costs for each are provided in the Quotation.

## 6. SCOPE OF PROFESSIONAL SERVICES – DESIGN & CREATIVE

- A. Yeo Creative Solutions will work with the Client through an initial Design Brief Meeting to produce a creative brief for the event, exhibition or installation (**Creative Brief**).
- B. Yeo Creative Solutions will further develop the Creative Brief into a selection of concepts (usually three) as 3D line drawings which can be further developed through Yeo Creative Solutions’s visualisation service.
- C. Design & Creative services are charged on a Time, Materials, Expense basis and specific services and estimated costs for each are provided in the Quotation.

## 7. SCOPE OF PROFESSIONAL SERVICES – PROJECT MANAGEMENT

- A. Yeo Creative Solutions will, as required, undertake the procurement of other consultants, including transport, scenic construction, audiovisual, theming and Occupational Health & Safety advisors.
- B. Yeo Creative Solutions will prepare appropriate contracts, specifically, but not limited to, scenic construction services.
- C. Yeo Creative Solutions will manage, coordinate and administer the specialist consultants by;
  - i. Regularly and actively managing, monitoring, reviewing or revising project Deliverables
  - ii. Facilitating the exchange, keeping and maintenance of information.
- D. Yeo Creative Solutions will provide technical review and consultancy with regard to the technical and creative production of live events and prerecorded entertainment.
- E. Yeo Creative Solutions will provide time, cost, quality and risk management advice (including in respect to relevant Occupational Health and Safety matters) as appropriate.
- F. Yeo Creative Solutions will provide the Client with regular reports on the progress of the project at intervals agreed at the Design Brief Meeting.
- G. Project Management services are charged on a TME Basis and specific services and estimated costs for each are provided in the Quotation.

## 8. FEES

- A. Yeo Creative Solutions shall charge fees as described in this document and the associated Quotations.

## 9. STANDARD BUSINESS TERMS

- A. The continuous progress of Yeo Creative Solutions services requires prompt payment. Yeo Creative Solutions may suspend services under this Agreement until payment has been received in full for all amounts due for our services and expenses as set out in the Quotations. No new or additional work will be undertaken until all previously agreed payments have been made in full.
- B. Yeo Creative Solutions reserves the right to charge the Client for additional requests that are beyond the scope of services specified in this Agreement together with the Quotation and associated briefing documents.
- C. Fees are charged on a Time, Materials, Expense (TME) basis, an estimate of which is indicated in the Quotation. Estimates of time required are based on Yeo Creative Solutions's experience. This estimated amount normally represents a figure near or above the amount necessary to conduct the work described. However, all projects are unique and cannot be specifically calculated by this method. Therefore all fees are an estimated figure whereby no guarantee is offered to complete the services described within the allocation. All charges will be on a TME basis. Yeo Creative Solutions shall contact the Client in writing if the final fees are set to exceed the estimated amount by more than 15%.
- D. Sub-consultants contracted directly by the Client but managed by Yeo Creative Solutions will be administered at a cost of 20% of the sub consultant contract fee.

## 10. TAXES

- A. Any government imposed taxes or fees, including Australian GST at the current rate, shall be added to the invoice for services under this Agreement.

## 11. TERMINATION

- A. Either party may terminate this Agreement by notice in writing to the other if the party notified:
  - i. fails to observe any term of this Agreement; and
  - ii. fails to rectify this breach, to the satisfaction of the notifying party, following the expiration of 14 days notice of the breach being given in writing by the notifying party to the other party.
- B. Either party may terminate this Agreement upon the happening of any of the following events:
  - i. the other party enters into a deed of arrangement or an order is made for it to be wound up;
  - ii. if an administrator, receiver or receiver/manager or a liquidator is appointed to the other party pursuant to the Corporations Act; or
  - iii. if the other party would be presumed to be insolvent by a court in any of the circumstances referred to in the Corporations Act.
- C. Upon termination of this Agreement any fees, expenses or reimbursements payable by the Client to Yeo Creative Solutions in respect of any period prior to the termination must be paid by the Client within 7 days after the date of termination.

## 12. RENEGOTIATION OF FEES

- A. Quotations and the rates within, are valid for a period of one (1) calendar month.
- B. Yeo Creative Solutions reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are, in fact being rendered.

### **13. LEGAL INTERPRETATIONS CLARIFIED**

- A. The Services are based on the work of professional designers and visualisers and do not constitute the rendering of legal advice or opinion. The Client is responsible for obtaining separate advice in relation to the interpretation of laws, rules and ordinances. The Client is advised to secure adequate legal advice as needed for the project.

### **14. PROJECT DELAYS**

- A. The Client recognises and agrees that various factors both within and without the control of Yeo Creative Solutions can operate to delay our work and the overall completion of the project. Other than amounts that Yeo Creative Solutions is able to recover under an insurance policy, the Client agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever including, but not limited to the production of digital images or animations, post production, beginning or completion of scenic production; or performance of any phase of the work pursuant to this Agreement. If Yeo Creative Solutions is not able to perform the services under this Agreement for a period of 6 months then the Client is entitled to terminate this Agreement without penalty.
- B. Should the duration of the project or the scope of work or design be extended for any reasons whatsoever by the Client, an equitable and reasonable extension of time will be granted to Yeo Creative Solutions to complete the work and any additional costs incurred by Yeo Creative Solutions will be charged at standard hourly rates to the Client, unless otherwise agreed to in writing prior to any work being started.

### **15. IMAGING PRODUCT DISCLAIMER**

- A. The Client understands that the images produced by Yeo Creative Solutions will not be an exact representation of the final construction. The Client may furnish Yeo Creative Solutions with a written disclaimer that is to be inserted into the final presentation. The Client will also provide any special disclaimer recommendations such as length and location within the production.

### **16. RELATIONSHIP BETWEEN PARTIES**

- A. It is the specific intent and understanding of the parties to this Agreement that this Agreement does not create a contract between Yeo Creative Solutions and the ultimate purchasers of services provided by the Client.
- B. Nothing in this Agreement constitutes the relationship of employer and employee between the Client and Yeo Creative Solutions or between the Client and Yeo Creative Solutions's Personnel. It is the express intention of the parties that any such relationships are denied.
- C. This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement.
- D. During the term of this Agreement, the Client must not solicit, canvas, approach or accept any approach from any Yeo Creative Solutions employee or contractor with a view to dealing directly with that person to perform the services that are to be performed under this Agreement.

### **17. INTELLECTUAL PROPERTY**

- A. The parties acknowledge that the intellectual property of material provided by the Client belongs to the Client and intellectual property of all Yeo Creative Solutions creative and Deliverables shall belong to Yeo Creative Solutions.
- B. The Client grants Yeo Creative Solutions a non-exclusive, irrevocable, world-wide royalty free license to use the Client supplied material to create and develop the Deliverables.

- C. Yeo Creative Solutions grants a non-exclusive, irrevocable, world-wide, royalty free license to use the Deliverable only for the purposes set out in this Agreement. All other rights in the Deliverable are reserved to Yeo Creative Solutions.
- D. For the avoidance of doubt, where any Client supplied material is modified and/or altered by Yeo Creative Solutions, the Intellectual Property Rights in the original Client supplied material remains the property of the Client, but the modifications and/or alterations made shall be the property of Yeo Creative Solutions. Yeo Creative Solutions will grant a non-exclusive, irrevocable, world-wide, royalty free license to the Client to use such modifications and/or alterations for the purposes set out in this Agreement.
- E. The Client acknowledges that it cannot use the Deliverable for a purpose other than that set out in this Agreement without Yeo Creative Solutions's written consent in the form of a license. Where a license is granted, the Client accepts that Yeo Creative Solutions is entitled to charge the license fee applicable from time to time.
- F. The Client agrees that it shall at all times (both during the term of this Agreement and after its termination) keep confidential and shall not use (other than strictly for the purposes of this Agreement) and shall not, without the prior written consent of Yeo Creative Solutions, disclose to any third party any Confidential Information unless the information:
  - i. Was public knowledge or already known to the Client at the time of disclosure by Yeo Creative Solutions; or
  - ii. Subsequently becomes public knowledge other than by breach of this Agreement; or
  - iii. Subsequently comes lawfully into the possession of the Client from a third party.
- G. All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by the Client from Yeo Creative Solutions shall be returned promptly to Yeo Creative Solutions on termination of this Agreement, and no copies shall be kept.
- H. The Client warrants that any Client supplied materials and its use by Yeo Creative Solutions for the provision of the Services will not infringe the Intellectual Property Rights or other rights of any third party and the Client shall indemnify Yeo Creative Solutions fully against any loss, damage, costs, expenses or other claims arising from any such infringement.
- I. Yeo Creative Solutions warrants that any materials supplied by Yeo Creative Solutions and its use as anticipated by this Agreement will not infringe the Intellectual Property Rights or other rights of any third party and Yeo Creative Solutions shall indemnify the Client fully against any loss, damage, costs, expenses or other claims arising from any such infringement.

## **18. GOVERNING LAW**

- A. This Agreement will be governed by and is construed in accordance with the laws of New South Wales, Australia without regard to its rules concerning conflicts of laws. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.
- B. In the event of a dispute arising out of or relating to this contract,
- C. Before any legal proceeding may be commenced by either party, any dispute, controversy or claim arising out of or relating to this contract, the parties must seek a settlement of that dispute by mediation. The mediation shall take place in accordance with the Australian Centre for International Commercial Arbitration (ACICA) Mediation Rules. The mediation shall take place in Sydney, Australia and be administered by the ACICA. The costs of the mediation shall be divided evenly between the parties.
- D. Notwithstanding clause 18C, a party will not be prevented from seeking urgent equitable relief before an appropriate court.

## **19. WARRANTIES, LIABILITY AND LIMITATION OF DAMAGES**

- A. Should a dispute arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, legal fees and related expenses.
- B. Yeo Creative Solutions's complete liability for damages incurred, of any nature, shall not exceed the total

contract fee as specified in this document and associated accepted Quotations and as actually paid to Yeo Creative Solutions.

- C. Yeo Creative Solutions provides no warranty that any result or objective can or will be achieved or attained at all or by any date, whether stated in this Agreement or elsewhere.
- D. Neither party is liable to the other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other party of an indirect or consequential nature including any economic loss or other loss of turnover, profits, business or goodwill.
- E. Each of the Parties acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement. Any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

## **20. ENTIRE UNDERSTANDING**

- A. This Agreement represents the entire understanding between the Client and Yeo Creative Solutions in respect to this Project.

## **21. AMENDMENT**

- A. This Agreement may only be amended in writing signed by duly authorised representatives of the parties.

## **22. WAIVER**

- A. No failure or delay by Yeo Creative Solutions in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor may any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.
- B. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

## **23. ASSIGNMENT**

- A. Subject to paragraph 21.B, neither party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other party.
- B. A party may assign and transfer all its rights and obligations under this Agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other party to be bound by the obligations of the assignor under this Agreement.

## **24. FURTHER ASSURANCE**

- A. Each party to this Agreement must at the request and expense of the other do all things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

## **25. SEVERANCE**

- A. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.



## **26. NOTICES**

- A. A notice or other communication connected with this Agreement has no legal effect unless it is in writing. In addition to any other method of service provided by law, the notice may be sent by pre-paid post to the address of the addressee as notified to the other Party from time to time or sent by email or fax to the email or fax number of the addressee.

## **27. ACCEPTANCE AND AUTHORIZATION TO PROCEED**

- A. Acceptance by the Client of the Quotation(s) provided by Yeo Creative Solutions for this project are to be taken as the Client's entire understanding and acceptance of these Terms and Conditions.
- B. Quotations are valid for a period of one (1) calendar month.
- C. This Agreement is valid from the time the Client accepts the Quotation and until completion of the project.