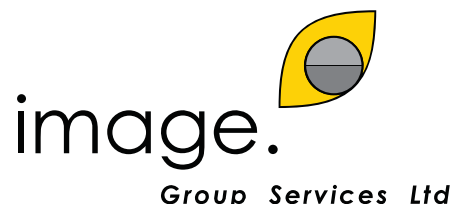


# Terms & Conditions



Last updated: 19/05/2026

## Contact:

Image Group Services Ltd  
1 Dalziel Place, Woolston, Christchurch, 8023  
03 381 2964  
[info@imagegroupservices.com](mailto:info@imagegroupservices.com)

These Terms & Conditions apply to all services supplied by **Image Group Services Ltd** ("Image Group", "we", "us", or "our") to the client ("you", "your", or "the client").

By approving a quote, placing an order, confirming a booking, supplying materials, using our signage or content, or instructing Image Group Services Ltd to proceed, you agree to the Terms & Conditions outlined in this document.

These Terms should be read together with any quote, invoice, booking confirmation, service package, account agreement, written instruction, or other written agreement between Image Group and the client.

## 1. Services Covered

Image Group provides real estate, commercial property and marketing-related services, including but not limited to:

- Signage design, manufacture and installation
- Signage rental, hire and temporary-use signage
- Signage packages, inclusions, and upgrades
- Real estate photography
- Videography and walk-through video
- Drone photography & videography
- Stickers, overlays and printed products
- Open home signage
- Solar lights and related rental lighting equipment
- Trailer signage
- Portable and temporary signage
- Sign removals and related installation services
- Digital editing, file preparation and file delivery
- Other agreed marketing, print, signage or media services

The exact services supplied will be those confirmed in your quote, booking, package, invoice, written instruction, or agreed scope of work.

## 2. Quotes, Pricing, and GST

Quotes are valid for 21 days unless stated otherwise.

Prices may vary if the job requirements change, including changes to size, quantity, materials, finish, installation requirements, location, access, urgency, weather conditions, supplier costs, freight, delivery, travel, mileage, or client instructions.

A quote is accepted when you approve it in writing, request work to proceed, make payment, confirm a booking, or otherwise instruct us to begin the job.

Unless stated otherwise, all prices are in New Zealand dollars and include GST.

Any additional work, changes, reprints, remakes, urgent work, extra visits, failed access, delivery, freight, client collection requirements, rental signage changes, or work outside the agreed scope may incur additional charges.

Work outside Image Group's standard service area may incur mileage, travel, delivery, freight, accommodation, or other related charges. Any applicable travel, mileage, freight or delivery fees

will be advised where reasonably practical and may be included in the quote, invoice, booking confirmation, or charged separately.

### **3. Packages, Inclusions, and Upgrades**

Where Image Group offers service packages, including signage packages, photography packages, video packages, drone packages, marketing packages, or combined sign and photo packages, the included services, quantities, sizes, formats, locations, timeframes, and deliverables will be those stated in the relevant quote, package description, booking confirmation, invoice, or written agreement.

Package pricing applies only to the inclusions stated in the relevant package description, quote, booking confirmation, invoice, or written agreement.

Package inclusions are not automatically interchangeable, transferable, refundable, or redeemable for cash or credit unless Image Group agrees in writing.

Certain package upgrades may be available, including upgrades to signage, photography, videography, drone work, delivery timeframes, quantities, sizes, materials, or other agreed package components. Any upgrade must be approved by Image Group and may incur additional charges.

Packages may be upgraded where Image Group agrees, but package inclusions cannot be downgraded, removed, credited, substituted, or exchanged for a refund, discount, cash, account credit, or other service unless Image Group agrees in writing.

Any services, products, sizes, quantities, locations, revisions, re-edits, urgent work, additional visits, mileage, freight, installation requirements, design changes, signage upgrades, photo upgrades, video upgrades, drone work, or other work outside the stated package inclusions may incur additional charges.

If a package includes signage, the signage size, material, installation, rental status, removal, and any applicable limitations will be those stated in the package description, quote, or booking confirmation.

If a package includes photography, videography, drone work, or other media services, the number of images, video type, shoot type, editing level, delivery format, usage rights, and any applicable limitations will be those stated in the package description, quote, or booking confirmation.

Unused package inclusions, services, visits, images, signage items, or other components are not refundable or transferable unless Image Group agrees otherwise in writing.

Image Group may reasonably substitute, vary, or adjust package inclusions where required due to weather, access, site conditions, safety, supplier availability, production limitations, legal restrictions, drone restrictions, or circumstances outside our reasonable control.

### **4. Client Instructions and Responsibilities**

You are responsible for providing clear, accurate and complete instructions before work begins.

This includes, where relevant:

- Property address
- Contact details
- Access information
- Signage position or installation instructions
- Agent, agency, vendor, landlord, tenant, body corporate, or property owner approvals
- Copy, logos, brand files and design requirements
- Deadlines and campaign requirements
- Health and safety risks or site access limitations
- Any legal, agency, vendor, landlord, platform, or advertising requirements that apply

We rely on the information you provide. We are not responsible for delays, errors, rework, additional costs, failed visits, or incorrect output caused by incomplete, incorrect, unclear or late instructions.

You are responsible for ensuring that anyone who needs to approve the work, access, signage, photography, video, drone work, design, print, editing or publication has done so before we begin.

You are responsible for ensuring that any instruction to install, move, alter or remove signage is authorised by the client, vendor, property owner, landlord, body corporate, or any other party whose approval is required.

You are responsible for obtaining and complying with any permits, approvals, permissions, council requirements, body corporate rules, landlord requirements, property owner requirements, site rules, traffic management requirements, or other restrictions required for signage installation, placement, display, access, removal or related work, including signage placed on or near a council berm, road reserve, footpath, verge, public land, shared accessway, or any other area controlled by a council, road controlling authority, property owner, landlord, body corporate, or third party, unless Image Group has specifically agreed in writing to arrange these.

## **5. Access to Property and Site Conditions**

Where access is required, you must ensure that Image Group can access the property safely, lawfully and within reasonable operating conditions.

For photography, videography, drone work, signage installation, sign removal, open home signage or other site-based work, the client is responsible for arranging any necessary permission from the property owner, occupier, vendor, tenant, landlord, body corporate, agency, council, or relevant authority.

For key entry, lockbox access, agency-provided access or unattended property access, we will attend when operationally practical. Unless specifically agreed in writing, we do not guarantee an exact arrival time.

If we cannot complete the job due to lack of access, locked gates, incorrect keys, alarm issues, unsafe conditions, animals, tenants, contractors, incorrect information, weather limitations, the property not being ready, or other circumstances outside our reasonable control, additional fees may apply.

If we are unable to access a property or site due to roadworks, road closures, traffic management, blocked driveways, restricted parking, construction activity, unsafe access, council works, neighbouring works, or other access restrictions outside our reasonable control, additional fees may apply for any return visit, delay, rescheduling, travel, or work already completed or attempted.

## **6. Turnaround Times and Delays**

We will make reasonable efforts to meet agreed timeframes. However, turnaround times are estimates unless specifically confirmed in writing as guaranteed.

Delays may occur due to weather, access issues, production constraints, supplier delays, artwork approval delays, staff or contractor availability, traffic, equipment issues, health and safety concerns, drone restrictions, roadworks, road closures, traffic management, restricted parking, blocked access, construction activity, courier or freight delays, or other circumstances outside our reasonable control.

Where no fixed completion time has been agreed, we will complete services within a reasonable time, having regard to the nature of the work, the information supplied, the job requirements and any circumstances affecting completion.

We are not liable for loss, delay, campaign disruption, settlement issues, marketing delays, or lost opportunity caused by a delay outside our reasonable control.

## **7. Artwork, Proofs and Approvals**

For signage, stickers, overlays, print, design, and related products, we may provide one or more digital proofs before production.

You are responsible for checking all details carefully before approving **each and every proof** supplied. Where multiple proofs, versions, sizes, layouts, signs, stickers, overlays, panels, print

items or design options are supplied, approval of one proof does not mean the other proofs have been checked or approved.

Where artwork, sign designs, print files or production files are supplied to Image Group through a third-party platform, including Campaigntrack, or by an agent, agency, designer, supplier or other third party, those files will be treated as supplied, checked and approved by the client before being sent to Image Group. In those cases, Image Group is not responsible for checking spelling, names, phone numbers, email addresses, logos, layout, dimensions, QR codes, property details, compliance wording, brand requirements, or the accuracy or suitability of the supplied artwork, unless we have specifically agreed in writing to provide proofing or checking services.

You must check every proof individually, including but not limited to:

- Spelling
- Names
- Phone numbers
- Email addresses
- Logos
- Colours
- Dimensions
- Layout
- QR codes
- Property details
- Listing information
- Dates/times
- Agency requirements
- Legal or compliance wording
- Any information required by a vendor, landlord, agency, franchise, council or other party

Once a proof is approved, any changes, reprints, remakes or corrections may incur additional charges, even if another related proof was correct.

Colours shown on screen may vary from printed or manufactured products due to screen settings, material type, printing process, lighting, finish and production method.

Approval may be given by email, text message, written confirmation, online approval, verbal instruction followed by production, payment, or any other instruction to proceed.

Any reprints, remakes, corrections or additional work required because of an error, omission, incorrect file, unsuitable artwork, wrong dimensions, low-quality file, or other issue in client-supplied or third-party-supplied artwork may incur additional charges.

## **8. Photography and Videography**

Photography and videography are creative services. While we aim to present properties professionally and accurately, the final appearance of images and video may be affected by weather, lighting, property condition, access, staging, cleanliness, neighbouring properties, time of day, reflections, room size, and other site conditions.

Unless otherwise agreed in writing, our services do not include cleaning, staging, moving furniture, gardening, repairs, rubbish removal, window cleaning, decluttering, styling, or property preparation.

The client is responsible for ensuring the property is ready before the scheduled shoot or visit.

If the property is not ready, accessible, safe, or suitable to photograph or film, we may proceed as presented, reschedule, or charge additional fees depending on the circumstances.

## **9. Drone Services**

Drone photography and videography are subject to weather, safety, legal, airspace, privacy, access and operational conditions.

Drone work will only be carried out where Image Group considers it can be completed safely and in accordance with applicable Civil Aviation Authority rules, airspace requirements, landowner or occupier permissions, privacy considerations, and site conditions.

We may decline, postpone, alter, or cancel drone work if we consider conditions unsafe, unsuitable, unlawful, restricted, or commercially unreasonable.

Drone work may be affected by:

- Wind, rain, low light or poor visibility
- Nearby airports, heliports, controlled airspace or restricted zones
- People, vehicles, roads, powerlines, trees, buildings or hazards
- Neighbouring properties or privacy concerns
- Civil Aviation Authority requirements
- Site-specific safety concerns
- Operational or equipment limitations

Where drone work cannot be completed, we will discuss available alternatives where practical. If other parts of the job can proceed, we may complete those parts and adjust the job, timing or charges as appropriate.

## **10. Signage Manufacture, Rental, Installation, Removal, Freight, and Collection**

### **10.1 Signage Manufacture**

Signage, stickers, overlays and printed products will be produced according to the agreed quote, artwork, dimensions, materials, and specifications.

The client is responsible for approving the artwork, size, content, layout and placement instructions before production.

Once production has started, cancellation or changes may incur charges for design, printing, materials, manufacturing, labour and any other costs already incurred.

### **10.2 Sign Rental**

Where signage is supplied on a rental, hire, loan, temporary-use or similar basis, the sign, frame, post, hardware, fixings, panels, printed components and any associated materials remain the property of Image Group at all times unless otherwise agreed in writing.

Where Image Group supplies solar lights, lighting units, batteries, brackets, fixings, chargers, or related lighting equipment for use with signage, those items are supplied on a rental, hire, loan, or temporary-use basis unless otherwise agreed in writing. Solar lights and related lighting equipment remain the property of Image Group at all times and must be returned or made available for collection when requested, at the end of the campaign, or when the related signage is removed. If solar lights or related lighting equipment are damaged, lost, stolen, destroyed, altered, retained, not returned, or not made available for collection, Image Group may charge the client for repair, replacement, recovery, collection, labour, travel, administration, and any other reasonable costs incurred.

The client receives only a temporary right to use the rental signage for the agreed property, campaign, location and rental period.

Unless otherwise stated, rental signage is charged as a rental fee combined with printing and installation fees, for the agreed installation and removal of that signage. The rental fee does not transfer ownership of the sign or any associated materials to the client.

The rental fee includes standard setup reasonably required for the agreed rental signage. If a rental sign design, layout, artwork, branding, content or production file needs to be altered beyond what Image Group considers reasonably necessary for standard setup, additional design, artwork, administration, production or labour fees may apply.

Rental signage must not be sold, transferred, altered, moved, removed, damaged, covered, repurposed, reused, retained, disposed of, or provided to any third party without Image Group's prior written approval.

The client is responsible for taking reasonable care of rental signage while it is at the property, in the client's possession, or under the client's control.

If rental signage or associated materials are damaged, lost, stolen, destroyed, vandalised, altered, moved, removed, retained, disposed of, or not returned, Image Group may charge the client for repair, replacement, recovery, reinstallation, removal, additional rental, labour, travel, materials, production, administration and any other reasonable costs incurred.

Rental signage remains payable for the agreed rental period or campaign period, and additional charges may apply if the signage is kept, used, retained, or not made available for removal beyond the agreed period.

Image Group may remove rental signage at the end of the agreed rental period, campaign period, listing period, or when instructed by the client, vendor, or authorised representative, subject to safe and reasonable access.

### **10.3 Installation**

This section applies only where Image Group has agreed to install the signage.

We will use reasonable care when installing signage. However, installation involves work on or near land, fences, posts, buildings, surfaces, driveways, gardens and outdoor materials.

The client is responsible for advising us of underground services, irrigation, cabling, pipes, fragile surfaces, restricted areas, hidden hazards, boundary issues, landlord rules, body corporate requirements, council restrictions, or any other site-specific risks.

The client is responsible for ensuring that signage installation, placement and display are permitted at the relevant site and comply with any council requirements, landlord requirements, body corporate rules, property owner requirements, traffic management rules, road reserve requirements, berm restrictions, public land rules, site rules, or other applicable restrictions, including where signage is placed on or near a council berm, road reserve, footpath, verge, public land, shared accessway, or any other area controlled by a council, road controlling authority, property owner, landlord, body corporate, or third party, unless Image Group has specifically agreed in writing to arrange or verify these matters.

Image Group is not responsible for any fines, penalties, fees, infringement notices, removal costs, towing costs, traffic management costs, council charges, road controlling authority charges, body corporate charges, landlord charges, property owner charges, reinstatement costs, damage costs, or other costs arising from signage installation, placement, display, access or removal, including signage placed on or near a council berm, road reserve, footpath, verge, public land, shared accessway, or any other area controlled by a council, road controlling authority, property owner, landlord, body corporate, or third party, except to the extent caused by Image Group's negligence, breach of these Terms, or breach of applicable law.

Unless caused by our negligence, we are not responsible for damage caused by hidden, undisclosed or unknown site conditions.

If the requested installation position is unsafe, unsuitable, unlawful, inaccessible, likely to cause damage, or otherwise inappropriate, we may alter the installation position, request further instructions, postpone work, or decline to complete the installation.

Image Group may refuse, postpone, relocate, or decline any requested signage installation or placement if we consider that the location may be unsafe, unlawful, non-compliant, on public land, on a council berm, within a road reserve, obstructing access or visibility, or otherwise unsuitable.

If installation cannot be completed due to access restrictions, roadworks, road closures, unsafe conditions, blocked access, blocked driveways, restricted parking, traffic management, construction activity, council works, neighbouring works, or other circumstances outside our reasonable control, the work may be rescheduled and additional charges may apply.

### **10.4 Sign Removal**

If sign removal is included in a package or quote, it applies only to the agreed sign or signage for that job.

Free or included sign removal, where offered, applies only when reasonable access is available and removal can be carried out in the normal course of our work.

Signs will only be removed when Image Group receives removal instructions from the client, vendor, or another authorised person accepted by Image Group. Image Group is not required to remove signage based on instructions from neighbours, members of the public, buyers, tenants, contractors, or other third parties unless those instructions are confirmed by the client, vendor, or an authorised representative.

The client is responsible for ensuring that any instruction to remove signage is authorised and accurate.

Where solar lights or related lighting equipment have been supplied with signage, the client must ensure they are not removed, retained, altered, damaged, or disposed of by the client, vendor, tenant, contractor, or any third party. Solar lights and related lighting equipment must be made available for collection when the signage is removed or when requested by Image Group.

Additional fees may apply for urgent removals, difficult access, damaged signs, missing information, unsafe sites, remote locations, signs that have been altered, moved, obstructed, vandalised, stolen, damaged by third parties, affected by weather, or where additional work is required.

### **10.5 Third-Party Damage, Loss or Interference**

Once signage has been installed, Image Group is not responsible for damage, loss, theft, vandalism, movement, removal, obstruction, alteration or interference caused by third parties, weather events, animals, vehicles, neighbouring works, contractors, tenants, occupants, members of the public, or any other circumstances outside our reasonable control.

If signage is damaged, removed, moved, stolen, vandalised, obstructed, or otherwise affected after installation, any repair, replacement, reinstallation, relocation, inspection, or additional site visit may incur additional charges.

The client is responsible for notifying Image Group as soon as reasonably possible if signage is damaged, missing, unsafe, moved, or requires attention.

Where we are asked to repair, replace, reinstall, relocate or inspect affected signage, we may charge for materials, labour, travel, production, installation and any other reasonable costs incurred.

Image Group is not responsible for damage, loss or interference affecting signage after installation except to the extent that it was caused by Image Group's negligence, breach of these Terms, or breach of applicable law.

Image Group may refuse or postpone repair, replacement or removal work if the site is unsafe, inaccessible, unlawful, or otherwise unsuitable.

### **10.6 Freight, Delivery and Client Collection**

Image Group may, where agreed, ship, courier, deliver, or make signage available for collection by the client, a person authorised by the client, or a third party.

Where the client arranges for another person, agent, contractor, courier, installer, staff member, family member, or other third party to collect signage, that person will be treated as authorised by the client. Image Group may release the signage to that person where we believe they are collecting on the client's behalf.

Where signage is supplied for freight, courier, delivery, or client collection only, Image Group is responsible for producing the signage according to the agreed specifications, but is not responsible for installation, site suitability, placement, fixing methods, permits, approvals, safety, compliance, damage caused during installation, or the final installed result.

Once signage is collected by the client, a person authorised by the client, or handed to a courier, freight provider, delivery provider, installer, contractor, agent, or other third party, risk of loss, damage, delay, theft, mishandling, incorrect installation, or failed delivery passes to the client to the maximum extent permitted by law.

The client is responsible for checking collected or delivered signage as soon as reasonably possible and notifying Image Group promptly of any issue.

Freight, courier, packaging, handling, mileage, delivery, collection-related costs, and any redelivery or return freight charges may be charged to the client.

If signage is damaged in transit, delayed, lost, incorrectly handled, or affected by a third-party freight or courier provider, Image Group will assist where reasonably practical, but is not responsible for issues caused by the freight, courier, delivery provider, client, installer, contractor, authorised collection person, or other third party.

### **10.7 Open Home, Portable, and Trailer Signage**

Image Group may supply open home signs, pointer signs, A-frame signs, portable signage, trailer signage, corflute signage, stickers, overlays, inserts, or other temporary signage for use by the client, agent, agency, vendor, or other third party.

Where signage is supplied for use, placement, display, transport, or installation by the client or any third party, Image Group is not responsible for where or how that signage is placed, installed, displayed, moved, secured, stored, transported, maintained, or removed.

The client is responsible for ensuring that open home signage, portable signage, trailer signage and any other signage placed or used by the client or a third party complies with all applicable laws, council requirements, traffic rules, road safety requirements, landlord requirements, body corporate rules, property owner requirements, agency policies, and site-specific restrictions.

Image Group is not responsible for any fines, penalties, infringement notices, towing costs, removal costs, damage, injury, loss, theft, vandalism, traffic issues, accidents, complaints, council action, property owner action, or third-party claims arising from the placement, use, transport, storage, display, or removal of open home signage, portable signage, trailer signage, or any signage placed by the client or a third party, except to the extent caused by Image Group's negligence, breach of these Terms, or breach of applicable law.

If open home signage, portable signage, trailer signage or other temporary signage is damaged, lost, stolen, destroyed, altered, not returned, or requires repair or replacement, additional charges may apply.

## **11. Cancellations, Postponements and Changes**

If you need to cancel, postpone or change a booking, you must notify us as soon as possible.

Cancellation, postponement or change charges will reflect the stage the job has reached and any costs already incurred by Image Group. This may include design time, administration, materials, printing, manufacturing, rental signage setup, rental signage production, travel, mileage, freight, delivery, installation preparation, contractor time, photography, videography, editing, booking allocation, or any completed part of the service.

For example, if a sign has been printed but the installation is cancelled before it is installed, the client will be charged for the printing or manufacturing component, but not the installation component.

If photography, videography, drone work, signage installation, sign removal, delivery, freight, client collection, rental signage, or another site visit cannot proceed due to lack of access, unsafe conditions, incorrect information, weather limitations, the property not being ready, cancellation at short notice, or circumstances outside our reasonable control, a partial or full fee may apply depending on the work already completed or costs already incurred.

Where a job is cancelled after work has begun, Image Group may charge for all completed work, committed costs, materials used, production already carried out, supplier charges, contractor charges, freight charges, courier charges, travel charges, rental signage charges, and any reasonable costs that cannot be recovered.

We will act reasonably when assessing cancellation, postponement or change charges.

## **12. Payment Terms**

Payment terms will be stated on the quote, invoice, account agreement, or booking confirmation.

Unless otherwise agreed, invoices are payable by the due date shown on the invoice.

We may require payment upfront, part-payment, or payment before release of final files, installation, production, manufacture, delivery, freight, client collection, or completion of work.

If a job is cancelled, postponed or changed after work has started, the client remains responsible for payment of all completed work and costs incurred up to the point of cancellation, postponement or change.

Overdue invoices may result in:

- Work being paused
- Future bookings being placed on hold
- Files, signage or products being withheld
- Delivery being delayed
  
- Sign removal or collection being delayed where legally permitted
- Debt collection costs being added where legally recoverable
- Interest being charged on overdue amounts where this has been disclosed and is legally permitted

You are responsible for reasonable costs we incur in recovering overdue amounts, where legally recoverable.

Ownership of final files, signage, printed products or other deliverables may remain with Image Group until payment has been received in full.

Rental signage and associated materials remain the property of Image Group at all times, regardless of payment.

### **13. Ownership, Copyright, and Use of Creative Work**

Unless otherwise agreed in writing, ownership of final supplied photography, video, drone footage, and edited images will pass to the client once payment for the relevant work has been received in full.

Image Group retains ownership of all raw files, unedited files, source files, working files, project files, templates, design files, artwork files, layouts, production files, unused material, draft material, and other internal creative or production material unless otherwise agreed in writing.

The client receives the right to use the final supplied content for the marketing, promotion, sale, lease, or campaign purpose for which it was supplied. The client must not use the content in a way that is misleading, unlawful, or in breach of these Terms.

The client grants Image Group Services Ltd a non-exclusive, royalty-free, ongoing licence to use, store, reproduce, publish, display, adapt, edit, archive, and promote final supplied photography, video, drone footage, edited images, signage designs, campaign examples, and other completed work for legitimate business purposes, including our website, social media, advertising, portfolio, sales material, internal training, awards, case studies, and future promotional use, unless otherwise agreed in writing.

The client confirms that, where required, they have obtained any necessary authority from the vendor, property owner, occupier, landlord, tenant, agency, or other relevant party for Image Group to use completed work for the promotional purposes described in this section.

Image Group will not knowingly use content in a way that breaches applicable privacy law, confidentiality obligations agreed in writing, or lawful written instructions received and accepted before the work begins.

If a client requires certain content to remain confidential or not be used for promotional purposes, this must be requested and agreed by Image Group in writing before work begins.

### **14. Restrictions on Use of Final Content and Production Files**

Unless otherwise agreed in writing, ownership of final supplied content does not give the client the right to:

- Resell the content as standalone media

- Claim authorship of the content
- Provide source files, raw files, unedited files, working files, project files, templates, design files, artwork files, layouts, or production files to third parties
- Re-edit, alter, or manipulate content in a misleading way
- Use content for unrelated properties, campaigns, agents, agencies, businesses, or listings
- Use content in a way that breaches law, privacy, agency rules, platform rules, vendor instructions, landlord requirements, or third-party rights
- Use any unpaid content, files, products, or deliverables where payment has been withheld, reversed, or remains overdue

Raw files, unedited files, working files, project files, templates, design files, artwork files, layouts, and production files are not included unless specifically agreed in writing and may incur an additional fee.

## **15. Third-Party Material Supplied by Client**

If you provide logos, brand files, text, music, floorplans, imagery, graphics, fonts, plans, property information, photographs, video, or other material, you confirm that you have the right to use and supply those materials.

You are responsible for ensuring that any material you provide is accurate, suitable for the intended purpose, and does not breach copyright, trade mark rights, privacy rights, confidentiality obligations, advertising rules, agency rules, platform requirements, or any other third-party rights.

Where client-supplied material appears to be poor quality, low resolution, incomplete, incorrectly formatted, unsuitable, unclear, outdated, or otherwise likely to affect the final result, Image Group may, where reasonably practical, notify the client or recommend alternative material. However, Image Group is not responsible for identifying, checking, correcting, replacing, improving, or warning about unsuitable client-supplied material unless we have specifically agreed in writing to provide that service.

If no alternative material is supplied, or if the client instructs us to proceed, Image Group may use the client-supplied material as provided. Any reduction in quality, errors, limitations, production issues, rework, reprints, remakes, corrections, delays, or additional costs resulting from client-supplied material are the client's responsibility.

You agree to indemnify Image Group against claims, costs, losses or liability arising from material you provide or instruct us to use.

We may refuse to use material that we consider unlawful, infringing, offensive, misleading, unsuitable, poor quality, unsafe, or inappropriate.

## **16. Accuracy of Property Information and Marketing Claims**

The client is responsible for checking the accuracy, suitability and quality of any information, images, video files, or other material supplied to Image Group.

The client is responsible for confirming the accuracy of all property-related information, including descriptions, dimensions, locations, boundaries, features, inclusions, exclusions, availability, sale or lease details, pricing, overlays, captions, claims and marketing statements.

Image Group does not independently verify property information unless specifically agreed in writing.

You must review all supplied content before publishing, printing, installing, sharing or distributing it.

You must not use our content in a way that is misleading, deceptive, likely to mislead, or likely to give a false impression about a property, service, campaign or business.

The client remains responsible for ensuring that all property marketing, advertising, descriptions, images, video, signage, claims and published material comply with the Fair Trading Act 1986, Real Estate Agents Act obligations where applicable, agency requirements, vendor instructions, platform rules and any other applicable advertising standards or laws.

## **17. Editing, Retouching and Representation**

Editing and retouching may be used to improve presentation, consistency, clarity and visual quality.

However, real estate and property marketing should not mislead buyers, tenants, vendors, landlords, agents or the public.

Unless clearly agreed and appropriate, we may decline requests to remove, alter, conceal or misrepresent permanent property features, defects, neighbouring structures, powerlines, damage, views, boundaries, access issues, hazards, or other material facts.

The client is responsible for approving whether edited content is accurate, appropriate, lawful, compliant and suitable for publication.

## **18. Usage of AI-Assisted Content**

Image Group may use Artificial Intelligence tools and AI-assisted software to support parts of our workflow, including, but not limited to:

- Image enhancement
- Photo and video editing support
- Object removal or visual clean-up where appropriate
- Sky replacements or lighting adjustments where requested or suitable
- Drafting or refining property descriptions, captions, headings or marketing text
- Internal workflow, file organisation, quality control or production support

AI tools are used to improve efficiency, consistency and presentation quality. However, AI-generated or AI-assisted outputs may not always perfectly reflect the exact details, condition, features or unique characteristics of a property.

All clients are responsible for reviewing final content before use. This includes checking that images, videos, descriptions, overlays, captions and other marketing material accurately represent the property and comply with any legal, agency, vendor, platform or advertising requirements.

We will take reasonable care when using AI-assisted tools, but we do not guarantee that AI-assisted content will be free from errors, omissions, distortions, assumptions, inaccuracies, or unintended changes.

By using our services, you acknowledge and accept that AI tools may be used as part of our production process. To the maximum extent permitted by law, Image Group is not liable for loss, claims, complaints, penalties, campaign issues or other consequences arising from your use of AI-assisted content that you have approved, published, supplied, or failed to review.

Where a specific style of AI editing is requested by you, you are responsible for ensuring the result is appropriate, accurate, lawful and not misleading.

We reserve the right to decline AI editing requests that we consider misleading, unethical, unlawful, deceptive, privacy-invasive, or likely to misrepresent the property.

Where personal information is involved, including photographs of identifiable people, we will take reasonable steps to handle that information in accordance with applicable privacy obligations.

Where reasonably practical, we will avoid using AI-assisted tools to process sensitive personal information unless it is reasonably required to provide the requested service.

## **19. Privacy**

We may collect and use personal information required to provide our services, manage bookings, process payments, communicate with clients, deliver files, improve our services and meet legal obligations.

This may include names, phone numbers, email addresses, property addresses, agency details, access instructions, billing details, job-related information, and information contained in photographs, video or other supplied materials.

We may share information with employees, contractors, suppliers, payment providers, software providers, AI-assisted software providers, cloud storage providers, delivery providers, or other service providers, where reasonably required to provide our services.

We will take reasonable steps to protect personal information. However, no internet, email, file transfer, cloud storage or digital system can be guaranteed to be completely secure.

Clients are responsible for ensuring that any personal information they provide to us, or ask us to collect, photograph, film, edit, publish or process, is provided lawfully and with the necessary permissions.

Where reasonably practical, clients should ensure that personal items, private documents, identifiable people, licence plates, alarm codes, family photos or sensitive information are removed or concealed before photography, videography, drone work, editing, publication or file supply.

A separate Privacy Policy is published on our website and should be read alongside these Terms.

## **20. Health and Safety**

We may refuse, stop, postpone or alter work if we believe a site is unsafe, unsuitable, unlawful, or creates an unreasonable risk to any person, property, equipment or the public.

You must tell us about known hazards, including but not limited to:

- Animals
- Asbestos risk
- Unstable structures
- Electrical hazards
- Unsafe access
- Aggressive occupants
- Unsafe ground
- Traffic hazards
- Construction activity
- Restricted areas
- Biosecurity issues
- Any other risk that may affect our staff, contractors, equipment or the public

We are not required to complete work where doing so would create an unreasonable safety risk.

Additional fees may apply where work is delayed, changed or repeated because of undisclosed hazards or unsafe conditions.

## **21. Business Use and Consumer Law**

Where services are acquired by a client for business purposes, including by a real estate agent, agency, property manager, developer, landlord, commercial vendor, franchise, company, or other person acquiring the services in trade, the client acknowledges that the services are supplied for business purposes.

To the extent permitted by law, the parties agree that any provisions of the Consumer Guarantees Act 1993 that may lawfully be contracted out of do not apply, provided that it is fair and reasonable for them not to apply.

Nothing in these Terms limits any rights, remedies, guarantees, or obligations that cannot lawfully be excluded.

We will provide services with reasonable care and skill, and will act reasonably in relation to any issue, correction, delay, cancellation charge or remedy.

## **22. Limitation of Liability**

To the maximum extent permitted by law, Image Group is not liable for indirect loss, loss of profit, loss of sale, loss of rent, loss of opportunity, campaign delays, reputational damage, third-party claims, platform issues, vendor disputes, buyer complaints, or consequential loss.

Image Group is not liable for loss, damage, theft, vandalism, movement, removal, obstruction or interference affecting signage after installation, except to the extent caused by Image Group's negligence, breach of these Terms, or breach of applicable law.

Image Group is not liable for damage, loss, theft, vandalism, removal, alteration, destruction or interference affecting rental signage while it is at the property, in the client's possession, or under the client's control, except to the extent caused by Image Group's negligence, breach of these Terms, or breach of applicable law.

Where signage is supplied for freight, courier, delivery, or client collection only, Image Group is not liable for installation issues, site suitability, fixing methods, placement, permits, approvals, safety, compliance, damage caused during installation, or the final installed result, except to the extent caused by Image Group's negligence, breach of these Terms, or breach of applicable law.

Image Group is not liable for the placement, use, transport, storage, display, removal, safety or compliance of open home signage, portable signage, trailer signage or other signage placed or controlled by the client or a third party, except to the extent caused by Image Group's negligence, breach of these Terms, or breach of applicable law.

Image Group is not liable for fines, penalties, infringement notices, removal costs, towing costs, traffic management costs, council charges, road controlling authority charges, body corporate charges, landlord charges, property owner charges, reinstatement costs, damage costs, or other costs arising from signage installation, placement, display, access or removal, including signage placed on or near a council berm, road reserve, footpath, verge, public land, shared accessway, or any other area controlled by a council, road controlling authority, property owner, landlord, body corporate, or third party, except to the extent caused by Image Group's negligence, breach of these Terms, or breach of applicable law.

Where liability cannot be excluded, our liability is limited, at our option and to the extent permitted by law, to:

- Resupplying the service
- Correcting the issue
- Reprinting or remaking the affected product
- Refunding the amount paid for the affected service or product

Nothing in these Terms limits liability that cannot legally be excluded.

The client remains responsible for reviewing, approving and checking all final content before use, publication, printing, installation, distribution or upload.

### **23. Complaints and Corrections**

If there is an issue with our work, you must notify us as soon as possible and provide reasonable details of the problem.

We must be given a reasonable opportunity to inspect, assess and correct any issue before you arrange third-party corrections, replacement work or claim costs.

Where reasonably possible, complaints should be raised within **7 days** of delivery, installation or completion.

This timeframe does not remove any rights or remedies that cannot legally be excluded, but helps ensure issues can be assessed and corrected promptly.

If we agree that a correction is required because of our error, we will take reasonable steps to correct the issue within a reasonable time.

Additional charges may apply where corrections are required because of incorrect client instructions, changed requirements, late changes, approved artwork errors, property conditions, third-party actions, client-supplied material, rental signage damage or loss, freight, courier, delivery, installation by others, open home signage, trailer signage, portable signage, or circumstances outside our reasonable control.

### **24. Force Majeure**

We are not liable for delay or failure caused by events outside our reasonable control, including

but not limited to:

- Weather
- Natural disasters
- Illness or injury
- Accidents
- Supplier delays
- Material shortages
- Equipment failure
- Power outages
- Internet or software outages
- Road closures
- Roadworks
- Restricted parking
- Blocked site access
- Traffic management or traffic disruption
- Construction activity
- Council works
- Neighbouring works
- Freight or courier delays
- Failed deliveries caused by third parties
- Government restrictions
- Airspace restrictions
- Strikes or labour disruption
- Fire, flood or emergency events
- Any other unexpected event outside our reasonable control

Where such an event occurs, we may delay, reschedule, alter or cancel affected services as reasonably required.

## **25. Governing Law & Disputes**

These Terms and Conditions are governed by the laws of New Zealand.

If a dispute arises, the parties will first try to resolve it in good faith by discussion. If the dispute cannot be resolved within a reasonable time, either party may pursue any rights or remedies available under New Zealand law.

Nothing in this section limits any rights, remedies, or obligations that cannot legally be excluded.

## **26. Changes to These Terms**

We may update these Terms & Conditions from time to time.

The latest version will apply from the date it is published or provided to you, unless otherwise stated.

For work already accepted under an earlier version, the version accepted at the time of the quote, booking or instruction will generally apply unless we agree otherwise in writing.

## **Copyright Notice**

Unless otherwise agreed in writing, final supplied photography, video, drone footage, and edited images become the property of the client once payment has been received in full. Image Group Services Ltd retains ownership of raw files, unedited files, source files, working files, project files, templates, design files, artwork files, layouts, production files, unused material, draft material, and other internal creative or production material. Image Group Services Ltd may use completed work for advertising, portfolio, website, social media, case study, award, internal training, and promotional purposes in accordance with these Terms & Conditions, unless otherwise agreed in writing.

## **27. Contact Details**

For questions about these Terms & Conditions, contact:

**Image Group Services Ltd**

**Email:** [info@imagegroupservices.com](mailto:info@imagegroupservices.com)

**Phone:** 03 381 2964

**Address:** 1 Dalziel Place, Woolston, Christchurch, 8023