

Client Services Agreement

Terms & Conditions

COMMENCEMENT OF WORK

The Client agrees to provide signed approval of the Client Services Agreement consisting of the Proposal & Quotation and the Terms & Conditions before any work is commenced by the Designer.

QUOTATION TERMS

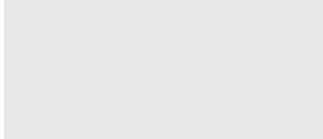
It is agreed that the fee for service shall be the amounts stated in the Schedule of Production and Billing in the Proposal & Quotation. However, the Quotation does not include any Client requested changes above and beyond those specified in this Client Services Agreement (see Revisions & Alterations).

PAYMENT TERMS

The Client agrees to pay the Designer in accordance with the terms specified in the Schedule of Production and Billing in the Proposal & Quotation. Invoices will be emailed to the Client as a PDF file. The Client agrees to pay the invoiced amount within 7 days of receipt of the invoice.

The Designer reserves the right to refuse continuation, completion or delivery of work until past due balances are paid. The Designer shall be entitled to claim from the Client all costs relating to any action taken by the Designer to recover moneys due from the Client.

Payment by the Client shall be made by cash, cheque, money order or direct electronic deposit (preferred method) to the following account.



Postal address is:
Andrew Bath
Upper Rambert Road
Eudlo Qld 4554

Please quote your invoice number and confirm payment by forwarding a copy of your remittance advice to *Andrew Bath* by email.

PRODUCTION SCHEDULES

A Schedule of Production and Billing is stated in the Proposal & Quotation, and will be adhered to by both the Client and the Designer provided that neither shall incur any liability, penalty or additional cost due to delays caused by failure attributable to printers, hosting providers, couriers and postal services, breakdown of plant, war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, theft, vandalism, riots, civil commotions, accidents, any kind of terrorism or other causes beyond the control of the Client or the Designer. Where a Production Schedule is not adhered to by the Client or the Designer, the Production Schedule including final delivery date(s) will be adjusted accordingly.

REVISIONS AND ALTERATIONS

A Revision is considered a minor change to a design. The number of Revisions will be specified in the Schedule of Production and Billing included in the Proposal & Quotation. Any Revisions over and above the number specified will be billed at an additional fee to that stated in the Proposal & Quotation, and a revised Proposal & Quotation must be agreed by both parties before work proceeds.

A Client's Alteration is considered a major change by the Client to a project to the extent that substantially alters the specifications of the original Proposal & Quotation, and a revised Proposal & Quotation must be agreed by both parties before work proceeds.

Client Services Agreement

Terms & Conditions

CONTENT

Unless the Designer's copywriting services are used, the Client will supply all text content for the project at the commencement of the project. Text should be as close to reasonably possible to its final format, with accuracy of content, spelling and grammar checked. Text should be provided in text file format (e.g. Word document) with little or no formatting.

Unless the Designer's photography, illustration or stock image services are used, the Client will supply all image content for the project at the commencement of the project. Images should be supplied in the highest resolution electronic format possible (e.g. original Illustrator or Photoshop format, or high resolution JPEG at 300dpi).

The Client is responsible for all copyright, trademark, design registration and patent infringement clearances, as well as any other necessary legal clearance, for content supplied to the Designer.

VISUALS

The Designer will provide visuals of the progressive development of designs as JPEG or PDF files emailed to the Client. A final printed proof of print designs will be supplied to the client before printing or publication (see also Approval). Website development will be displayed to the Client using a private URL.

APPROVAL

The Client will complete a signed Final Approval of proofs of finished work before it is delivered to the printer or the Client or uploaded to a server for viewing in the public domain. The Client will check proofs of finished work for accuracy in all respects ranging from spelling to technical illustrations. Whilst every care will be taken by the Designer, the Designer accepts no responsibility for errors or omissions found after the Final Approval is signed by the Client.

OVER RUNS AND UNDER RUNS

The Client will accept over runs or under runs that do not exceed 2% of the quantity ordered on any project. Quantities within this tolerance will be considered to constitute a full order.

PROPERTY AND SUPPLIERS' PERFORMANCE

Whilst the Designer will take all reasonable precautions to safeguard any property of the Client entrusted to the Designer, the Designer accepts no responsibility loss, destruction, damage or unauthorised use by others of such property.

Whilst the Designer will make every effort to ensure quality and timely delivery of all printed work and will make every effort to guard against loss to you through the failure of printers, couriers and others to perform in accordance with their commitments, the Designer accepts no responsibility for failure on their part.

PROJECT CANCELLATION

The project may be cancelled by the Client or the Designer terminating this Agreement by written notification. Upon termination of this agreement the Designer will transfer to the Client all Client property and materials in the Designer's control and for which the Client has paid. The Designer will not be responsible for any loss or expenses incurred by the Client as a result of the termination of this Agreement. The Designer will not be responsible for any loss or expenses including legal fees, in the defence of any suit, claim or action arising in any way from the working relationship between the Client and the Designer.

Client Services Agreement

Terms & Conditions

COPYRIGHT AND OWNERSHIP

Upon full payment for the project by the Client, the Designer will assign the reproduction rights of the designs contained in the finished work for the use(s) described in the Proposal & Quotation. The Client may not use or reproduce the designs or the images therein for a purpose other than the one(s) originally stated in the Proposal & Quotation, unless otherwise negotiated between the Client and the Designer. The Designer retains copyright ownership of all draft and preliminary designs, unless otherwise negotiated between the Client and the Designer. In accordance with the Australian Copyright Act (1968), "licensing of copyright is subject to a mutual agreement made between client and designer".

The Designer reserves the right to use all artwork produced for the purposes of promotion and marketing of the Designer in print, publication and/or website.

DESIGN CREDIT

The Designer reserves the right to place a discreet design credit on any appropriate artwork. An industry standard "Designed by" link will be placed on the Client's website. The Designer agrees never to place a design credit on any business stationery.

CONFIDENTIALITY

The information contained in the Proposal & Quotation, in emails sent by the Designer to the Client, and otherwise communicated by the Designer to the Client may contain certain intellectual property which remains the confidential property of the Designer, and will not be divulged by the Client to any party without the written consent of the Designer.

PRIVACY POLICY

Any information collected by the Designer from the Client will be used solely for the Designer's own promotion and marketing purposes and will not be sold to any third party.

GOVERNING LAW

The validity and enforceability of this Agreement will be interpreted in accordance with the laws of Australia and of the State of Queensland applicable to agreements entered into and performed in the State of Queensland.