TERMS & CONDITIONS

CLIENT CORRECTIONS

Our estimate is based on Archers Design Aus Dealing with a single point of contact with the client. Three rounds of corrections after initial presentation have been allowed for in our costing. We require feedback provided by the client to be supplied in a single communication, each time. Should any further corrections be required they will be charged in addition to this estimate at standard hourly rates.

CLIENT APPROVAL

Each stage of the project requires approval for us to proceed to subsequent stages. Instruction to commence works on subsequent stages will be deemed as approval of the previous stage.

AGREED TIMELINE

This estimate assumes all parties are working to an agreed timeline for the delivery of each stage of the project. Timelines will be generated prior to commencement of works. Whilst we will do our utmost to ensure the project tracks on time, Archers Design cannot be held responsible for delays by third party suppliers nor can Archers Design be held responsible for delays by the client changes, corrections, alternations of Archers Design's design processes.

CONTENT GENERATION

Copy-writing and content generation remains the responsibility of the client. All content must be supplied in appropriate resolution, text to be final and sub-edited by the client and supplied in an unformatted Word document. Should you require the services of a copywriter or sub-editor, please advise and we will be happy to offer this service.

SUPPLY OF FINISHED ARTWORK

Archers Design will supply all finished artwork as either Adobe Illustrator EPS, InDesign files and PDF print ready files. CC 2018 print production and layered PSD files for website production. Logo artwork will be supplied as PDF, JPEG, PSD, PNG and EPS.

COMMENCEMENT OF WORK

The client agrees to provide written approval of this submission before any work is commenced, as a Letter of Agreement between the client and Archers Design concerning the work outlined in this submission. The non-refundable deposit (50%) before commencement of work is required and work will not commence until approval of quote is signed and returned. Our quote is valid for 30 days from date of receiving.

AUTHORS CORRECTIONS

The client agrees that work listed in this proposal is restricted to two rounds of Authors Corrections. Any work, alterations, changes or disagreements by the client outside of these will be charged directly to the client at an hourly rate of \$75 per hour.

PAYMENT

The client agrees to pay the invoiced amount within 7 days of receipt of an invoice. If the work time exceeds 8 calendar weeks in duration, the client agrees to make monthly invoice payments on the work done to date.

DESIGN SAMPLES

Archers Design agrees to supply for free, any number up to 3 printed samples of every item produced for the client by Archers Design during the course of this project.

PHOTOGRAPHY

Purchasing photography is not included in this proposal. If required we would be happy to provide an estimate for this.

FEES FOR SERVICE

It is agreed that the fee for service shall be the cost estimates provided within this submission, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in this submission or exceeds the time agreed upon, the client agrees to pay additional standard fees for the excess work.

EXCESS WORK

This is defined as any work involving additions to the list of items in this proposal or changes to all pieces of finished artwork after sign off by an authorised representative of the client. It is agreed that all work and materials provided for the client by Archers Design will be free and clear of all liens and encumbrances and may be lawfully used by the client without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party. If the client cancels an order at any time of the design stage, Archers Design reserves the right to render costs to the date of such cancellation. Any booking fees, delivery fees, design commencement fees or progress developments are non-refundable once work is commenced if the contract is terminated by the client.

COPYRIGHT In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between the client and Archers Design'. It is agreed that copyright for all creative will be assigned to the clients upon full project payment to Archers Design. All ideas, designs, artwork, composition, symbol, logo or other trade prepared and developed by Archers Design shall be the absolute property of Archers Design and the client shall not use any such material until full payments are made by the client to Archers Design. Archers Design may use any artwork/ design for its own promotion and portfolio use and add a 'Designed By' link to the client website and/or other materials with consent.

CONFIDENTIALITY

It is agreed that employees of Archers Design shall not at any time, either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of the client or any of its or associated companies to anyone whatsoever without the previous consent in writing of the client. The client shall not disclose, copy, adapt or use any information about design, artwork, business information or any disclosed information in anyway. This applies throughout the design process and following completion, and does not cease despite any termination by either parties.

LITIGATION

It is agreed that Archers Design indemnify and hold the client harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of the client or its employees, and it is agreed that we shall notify the client in writing of full details of any such claim.

AMENDMENTS

All and any amendments to the terms and conditions outlined in this submission must be provided in writing by the client and signed by an authorised representative of Archers Design prior to the commencement of work outlined in this submission. Archers Design reserves the right to at any time, and from time to time, to alter the terms and conditions as outlined, and as such shall apply after the client is notified of any changes.

CREDITS

The terms and conditions above have been created and supplied by AGDA (Australian Graphic Design Association) and by Archers Design.