

TERMS & CONDITIONS

Below is *iRH Designs* standard Terms and Conditions. Please take time to read through our Terms and Conditions thoroughly and ensure you understand them before you commence a project with us. By requesting designs and/or services from *iRH Designs* you agree to our Terms and Conditions and you are aware that you are entering a binding contract - payment is required.

Our Terms and Conditions are supplied with every quote and must be signed before we start work to ensure all our Clients/Customers fully understand all responsibilities and processes of each project. Please contact us to discuss any queries or concerns you may have before accepting them.

These are the terms and conditions of the quote provided and services supplied by *iRH Designs*. Except as otherwise expressly agreed upon in writing between *iRH Designs* and the Client/Customer, the terms and conditions shall apply notwithstanding any provisions to the contrary which may appear on any order form or other document issued by the Client/Customer.

The below conditions have been construed under Australian Law and apply to all individuals, businesses or companies (Client/s or Customer/s) engaging the services of *iRH Designs*, its contractors, subcontractors and employees (the Company) unless otherwise agreed to in writing by both parties.

Definitions

- **The Company** means iRH Designs (ABN: 20 838 464 881);
- **The Client/Customer** means the person/people/business/organisation soliciting the Company for Services;
- **Services** means design, printing, copywriting, visual media, web sites, brand identity, illustrations, images and photography (Artwork), conceptualised and/or delivered by the Company;

General Conditions of Contract

1. These Terms and Conditions cover all Contracts entered into by a Client/Customer with the Company for services relating to design, printing, copywriting, visual media, web sites, brand identity, illustrations, images and photography (Artwork).
2. These Terms and Conditions are subject to change without notification by the Company.
3. These Terms and Conditions apply to the Company and all its contractors and subsidiaries.
4. All orders placed with the Company shall only be accepted subject to these terms and conditions and the Company may at any time, and from time to time, alter these terms and conditions. Such altered terms and conditions shall apply after notification by the Company to the Client/Customer.
5. If the Client/Customer cancels or alters any order or part order at any time, after the Company has received the signed and agreed upon quote, then the Company reserves the right to render additional costs to the date of such cancellation or alteration.

Original Visual Brief, Quotes, Variations and Guarantee

1. The Company and the Client/Customer will attend an initial consultation at no charge to the Client/Customer. This can be held via phone, via email or in person. A (Visual Brief) will be constructed through the collection of ideas discussed, logos and designs. This will assist in the evaluation and formulation of the Client's/Customer's design requirements.
2. Prices for the required design Services are determined by the Company's price list, subject to change.
3. After the initial consultation phase, quotations are generated by the Company on the findings of the Visual Brief discussions. Quotes will be issued in accordance with the Client's/Customer's design needs (Services) and the prices determined by the Company.
4. Quotations are valid for a period of 30 days and may be subject to change if additional work is required.
5. All turnaround time quotations are estimates and are based on calendar working (business) days. No quoted printing, Artwork or delivery dates are guaranteed and may vary.
6. If no delivery date for final Artwork is decided upon and noted during the initial consultation, payment will be required at the time/s detailed herein. The length of time between consultation and delivery of final Artwork will have no effect on the requirement to remit funds on invoicing.
7. The Company offers a set number of revisions to Artwork under the original Visual Brief, as stated in the Company's price list information. Additional revisions/variations to the prescribed allotment will be charged separately, at an hourly rate.

Terms of Payment

1. On accepting the Quote generated, following the initial consultation phase, issued by the Company, the Client/Customer agrees to the following:
 - a. A 50% deposit required for Services to commence and is no-refundable upon accepting of the quote issued, terms and conditions. This amount is payable within 7 days of the date of issue, via cheque, PayPal or electronic transfer. The Client is required to notify the Company that such moneys have been sent or transferred. No Services will be conducted, until moneys have been cleared.
 - b. An invoice will be generated and delivered to client via email when payment is received, for the deposit amount.
 - c. By remitting deposit funds to the Company, by any of the payment methods outlined above, the Client is accepting the Terms and Conditions and entering a contract with the Company.
 - d. In cases where no deposit is required, the Client is considered to accept the Terms and Conditions upon request of services from the Company.
 - e. On completion of Services (initial Artwork), such designs will be emailed to the Client/Customer. The Company offers a set number of revisions to Artwork under the original Visual Brief, as stated in the Company's price list information. Additional revisions/variations to the prescribed allotment will be charged separately, at an hourly rate.
 - f. If the Client/Customer requires any variations/revisions/changes to the Artwork supplied, they must notify the Company in writing (via email). These variations/revisions/changes to the Artwork will be generated by the Company and issued back to the Client/Customer, up to the set number of revisions to Artwork under the original Visual Brief, as stated in the Company's price list information.
 - g. On accepting the Artwork, the Company will finalise the Artwork, issuing an Invoice for the remaining 50% and any additional charges incurred. This Invoice is payable within the 30 days.
 - h. If the Client/Customer requests the cancellation of a Service/s at this point, the Company will determine the cost of Artwork and services provided. The Client will be invoiced this amount minus any deposits paid on the project to date, payable within 30 days.

- i. The Company will declare a project completed if no response is received from Client/Customer within 30 days of providing Artwork and this Artwork will be determined as the final accepted Artwork. The Company will then invoice the Client for final payment of total project and non-payment will result in collection processes. Legal action may also be taken by the Company to recover all monies owed.
- j. If the Client/Customer fails to make payments in accordance with clauses set out above, the Company shall be entitled to charge a late payment fee (including default interest) at a rate of 10% per day on all overdue and/or unpaid amounts, past the due date. The Client/Customer agrees that such late fees and default interest is not a penalty, but a true measure of damages incurred by the Company. Payments received from the Client/Customer will be credited first against any default interest and all such charges shall be payable on demand.
- k. The Company shall also be entitled to claim from the Client/Customer all costs relating to any action taken by the Company to recover moneys due from the Client/Customer, including any legal costs and disbursements on a solicitor-client basis and cease any further delivery of services or products to the Client/Customer that have not been delivered.

Approving Artwork / Proofs / Designs / Printing

2. The Client/Customer is held responsible for approving all Artwork and ensuring accuracy and suitability. This includes, but is not limited to; design, spelling, grammar, illustrations, images and quantity. It is the responsibility of the Client/Customer to request another copy if the proof is difficult to read or changes are required.
3. The Client's/Customer's final accepted proof is the Artwork that will be submitted for prints and/or web construction. There will be no reprints or web development at our expense. Printout of Client/Customer proof is supplied at intended final print size (100%) to assist in confirming colours, design, bleed, size and type.
4. If the Client/Customer, chooses to use one of the Company's printing affiliated companies, the Company will provide the Client/Customer with a separate quote for such services and will source quotes from a maximum of three (3) local printing businesses. Such investigation is a separate Service done by the Company on behalf of the Client/Customer and, will incur a flat fee of \$30. This amount will be itemised separately on the final invoice issued.
5. Payment for printing costs, after quotes are provided by the Company to the Client/Customer, upon their choosing, can be made directly to the nominated printing company or via the Company. For the Company to do this on behalf of the Client/Customer, an extra 10% fee (no GST) of the printing quote will be charged, and the Client/Customer will be responsible for paying the printing quote amount plus 10% to the Company before printing job is booked. This amount will be itemised separately on the final invoice issued.
6. Similarly, in the case of Web services, the Client/Customer may opt for the Company to solicit an affiliated web programmer and/or developer. The Company will provide the Client/Customer with a separate quote for each service sourced (maximum of three (3) web programmers/developers). Such investigation is a separate Service done by the Company on behalf of the Client/Customer and, will incur a flat fee of \$30. This amount will be itemised separately on the final invoice issued. Further consultation and direction with the Client's/Customer's chosen web programmer/developer, by the Company, will be charged at the Company's hourly rate, or part thereof. These amounts will be itemised separately on the final invoice issued.

Submission of Client/Customer Artwork

7. Clients/Customers who choose to submit their own Artwork, files and/or images are solely responsible for the end result of printing. Clients/Customers are reminded to submit print-ready Artwork with the correct specifications. The Company is not responsible for Artwork mistakes. The Company is also not liable for supplied file errors. There will be no reprints at our expense.
8. It is the Client's/Customer's responsibility to ensure that any Artwork, images, files and text submitted does not violate Australian copyright laws. The Company and its contractors assumes all written and visual content adheres to copyright laws and all correct permissions have been sought and/or royalties paid for use.

Copyright and Ownership

1. Ownership of copyright over all concepts and draft Artwork remains with the Company. This includes, but is not limited to; logos, symbols, compositions and copy. Unlawful use of these Artworks by the Client/Customer is strictly prohibited. **The use of Artwork prior to payment is illegal.** For more information visit <http://www.copyright.org.au/information>
2. Artwork designed will remain the property of the Company until account is paid in full. Future re-print requests of the same Artwork will only incur a print management fee.
3. Upon full payment of account, copyright ownership will be transferred to the Client/Customer. The Company retain rights to utilise Artwork and all design elements for portfolio/self-promotion.
4. The Company shall retain copyright ownership of all draft concepts, artwork, compositions, symbols and logos ("the draft Artwork" or "Initial Artwork) created or prepared for the Client/Customer pursuant to these terms and conditions but for any reason whatsoever not so utilised by the Client/Customer and the Client/Customer acknowledges the Company title in the draft artwork.
5. All Artwork should be supplied in the highest resolution electronic format possible, i.e. logos/images in original Illustrator/Photoshop format, or hi-res JPEG files (300 dpi).

Printing

1. Printing will not commence until full payment for Artwork and print services is received. The current turnaround time for printing is 5-10 working days dependant on the product type and timeframes indicated by the selected printing company. This period commences at date of Client/Customer approval of Artwork proof and payment.
2. All turnaround time quotations are estimates and are based on calendar working (business) days. No quoted printing, artwork or delivery dates are guaranteed and may vary.
3. With all printing there may be some colour variations from electronic visual representations of Artwork and previous orders to the final printed Artworks. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at our expense.

Project Duration and Client Response Time

1. The Client/Customer agrees to provide timely responses to the Company after receiving status notifications, work for review or requests for information. The Client/Customer shall have 30 days to respond to each draft/request for information/additions. If the Client/Customer has failed to respond after 30 days, the Company will deem the project complete. At such time, the Company shall have no further obligation to the Client/Customer, and a final invoice, detailing all fees and expenses associated with the Services performed to date will be issued.

Delivery and Postage

2. The Company cannot be held liable for printing products that are damaged, lost or delayed when delivered by post or courier although the utmost care will be taken to ensure the products arrive on time and undamaged.
3. Delivery and postage costs will be determined by the RRP price set by Australia Post or chosen Courier company.
4. Such amounts will be temporarily covered by the Company, after which a separate postage invoice and original receipt will be sent to the Client/Customer for proof, recovery and payment of such costs. Charges for this service will only reflect that of the receipt issued by the chosen delivery method. If the Client/Customer requires express post or guaranteed next day delivery, as offered by Australia Post, the Client/Customer is expected to indicate this in writing via email. Australia Post's fees will apply.
5. All postage/handling will be issued with a tracking number; however, the company cannot take any responsibility for the delivery of your items, as they are at the discretion of Australia Post or the nominated Courier.

Disclaimer

Please read our Terms and Conditions above, also available on our website at www.irhdesigns.com

I, _____, having read and understood *iRH Designs'* payment terms and above terms and conditions, wish to proceed with the design Service/s.

Signed _____.

Date _____.