

Project Terms and Conditions

1. Quotes and fees

1.1 All fees quoted or referred to are plus GST unless stated otherwise.

1.2 Prices charged for services will be according to a current quote for those services. For all services not quoted, the fees will be determined according to our standard billing rates of \$150 per hour for research, design, project management and consultancy, and \$150 per hour for web development and social media marketing.

1.3 Work completed outside the scope of any quote provided will be charged at the standard fees described in Clause 1.2. Rising Front will endeavour to notify the Client of any changes in billing, however bears no liability with respect to this.

1.4 Quotations will remain valid for 30 days from the date of the quote.

2. Commencement of work

2.1 The Client agrees to provide a written brief before any quotation or conceptual work is commenced. This brief may be in the form of a formal letter, email or in urgent occasions by telephone. Briefs should contain objectives, target audience information, preferences and examples of similar work, quantities, timelines and delivery deadlines, and an indication of budgets.

2.2 A 50% deposit of the total project quote is required to be paid upon the acceptance of a quote. Once payment has been received by Rising Front, we will commence work.

2.3 Rising Front has a 'no-free-pitch' policy. Please do not ask for free design concepts so you can decide if you would like to work with us. Any conceptual work provided by Rising Front will be fully billed to the Client.

3. Invoicing and credit terms

3.1 Payment of our invoices (other than the deposit invoice) is due on or prior to 14 days from the date of the invoice unless otherwise stated by Rising Front.

3.2 Rising Front retains the right to charge interest on overdue payments at the rate of 2% per day until payment is received.

3.3 Rising Front's express or implied approval for extending the credit terms may be revoked or amended at any time.

3.4 Rising Front reserves the right to adjust this figure. Rising Front will endeavour to inform the Client of any changes to the deposit terms, however bears no liability with respect to this.

3.5 Projects which extend beyond 2 weeks may be part-invoiced for work complete to date.

4. Billable items

4.1 In addition to the fees and costs estimated in our quotation, costs incurred for outside services including, but not limited to, printed proofs and courier services are billable at cost plus admin fees.

4.2 In the event that the Client calls or emails Rising Front for assistance, advice or knowledge which is not expressly included in any existing quotation we reserve the right to invoice for the time taken to address the Client's request. Refer to fees in clause 1.2.

4.3 Fees for print and/or production management include an average amount of time required for tasks including some or all of the following: locating services, liaising with third parties, acquiring quotes, construction of prototypes, proofing (not including proofing of content supplied by Client), press checks and organising delivery of the final product.

4.4 In the event the Client purchases materials, goods, services, or any items other than those specified by Rising Front, Rising Front is not liable for the cost, quality, workmanship, condition, or appearance of those items.

5. Overtime

5.1 Fees quoted are based upon work performed during the course of regular working hours (based on a 38 hour week).

5.2 Overtime, urgent, holiday and/or weekend work necessitated by the Client's directive is billed in addition to the fees quoted at a previously and mutually agreed upon fee.

6. Consequences for non-payment

6.1 Should the Client fail to make payment in accordance with Clause 2.1, Rising Front may: a) Withhold or withdraw the item to which the invoice relates. b) Refuse to provide any further services to the Client, including both the current project and any future projects. c) Where the invoice relates to a website, domain name or website hosting, suspend the website until payment is made.

6.2 Rising Front retains the right to engage a third party to retrieve any or all outstanding debts where the Client has unreasonably broken the credit terms agreed upon herein. a) The Client is liable for all reasonable expenses relating to the recovery of outstanding debt (including the expenses resulting from debt collection commission and/or legal costs).

7. Rights

7.1 All work supplied to the Client is for use only in those areas outlined in the proposal or Statement of Work.

7.2 The integrity of all artwork, photography and/or illustrations supplied to the Client must be maintained.

7.3 The Client cannot change, edit, crop or publish any artwork supplied by Rising Front without prior written permission.

7.4 Rising Front reserves the right to publish images of any work provided to the Client in our own promotional material and on our website.

7.5 All work is copyrighted and will remain the property of Rising Front until payment is made in full. At times we may engage 3rd party off-the-shelf products or services, which we don't own rights to, but will be leasing from the vendor. The copyright to these 3rd party products or services will remain with that vendor.

8. Credits

8.1 Unless otherwise agreed, Rising Front shall be accorded a credit line on all published and printed material, to read as follows: Design – Rising Front.com or Website by Rising Front.

9. Final artwork

9.1 Fees quoted include one set of final artwork files. Changes to final artwork after provision to the client will be provided at an additional cost based on the extent and complexity of the changes, at \$150 per hour or a previously and mutually agreed upon fee.

9.2 If any client artwork is required on CD/DVD or USB, an administration fee of \$33.00 plus courier/ postage will be payable.

9.3 If we are requested to email logos or artwork files to anyone, a minimum administration fee of \$30.00 will be payable.

10. Work change order ('WCO')

10.1 Work change orders will be issued for substantial additional work and/or changes requested after approvals or commencement of work.

10.2 WCO's include a description of the change/addition requested, estimated additional costs, and changes to work schedules/project completion. Client's signature is required on WCO's to proceed with changes/additions.

11. Responsibilities for content

11.1 Rising Front does not take responsibility for the spelling and/or grammar of any text, including but not limited to text supplied by the Client or any text created by Rising Front for the client that has been proofed and signed off by the Client. The responsibility to proof this content remains with the Client.

11.2 Rising Front does not take responsibility for copyright issues associated with graphics, photographs, artwork, templates or other files supplied by the Client.

11.3 Rising Front cannot guarantee the quality of any photography supplied by the Client.

11.4 Rising Front does not take ownership of digital content published by the Client and / or other vendors engaged by the Client.

12. Timelines

12.1 Rising Front's ability to meet the agreed deadline/s are based upon the Client's provision of all necessary information and approvals in a timely manner.

13. Termination policy

13.1 The Client and/or Rising Front may terminate the project based upon mutually agreeable terms to be determined in writing.

13.2 The quotation provided at the commencement of the project will void upon cancellation, and the Client will be invoiced according to the standard hourly rates outlined in Clause 1.2 for work completed.

14. Privacy

14.1 All information exchanged between the Client and Rising Front will be held in strict Commercial-in-Confidence.

15. Refunds policy

15.1 Refunds and values of refunds are negotiated on an individual basis.

15.2 Contact your Rising Front project manager to initiate a refund claim.

15.3 Refunds are delivered in the form of money and/or time in lieu.

I acknowledge that I have read and agree to the above terms and conditions.

CLIENT NAME: _____

SIGNED: _____

DATE: _____