



ALTITUDE

creative studio

TERMS AND CONDITIONS

It's so great to be working with you, let's create something amazing together!

In order to get the best quality of work, please read these terms and conditions carefully. Your agreement to these terms will be indicated by the execution of any contract; commencement or completion of any business activities; or use of any of the designer's services, or whichever occurs first.

OUTLINE

These Terms and Conditions govern your understanding of what is required by you (the client) and the designer. You agree to be bound by these Terms and Conditions and to any additional guidelines, restrictions, or rules that may be presented in connection with specific sections or services of the designer. All additional guidelines, restrictions or rules are hereby incorporated by reference into these Terms and Conditions.

Prior to the commencement of work, these terms and/or any additional arrangements must be agreed upon by both parties. You (the client) must also present a design brief and transfer the deposit funds (see 'Payment') to the designer, thereby constituting as confirmation of these terms and conditions.

PAYMENT

The client agrees that a 60% deposit of the quoted price is required before any design work will commence, for Projects that are quoted under the amount of \$300 full payment must be received. The Invoiced amount Due must be paid within 14 - 21 working days (2 - 3 weeks) of receiving the invoice unless stated otherwise. Additional fees may be incurred if payment is not received within this time frame.

All rights and ownership remain with the designer until full payment of the invoice/s have been received. All full payments may be sent through electronic funds transfer into a specified account.

DESIGN PROCESS

It is acknowledged by both parties that during the design process, the client has the right to request adjustments or modifications to the design work provided if they do not fall outside of the original contract. The number of revisions will be agreed upon by the designer and you (the client) before any design work has commenced. If no amount of revisions is included in the original quote or brief the number of revisions will default to a total of 3. Once the agreed number of modifications have been completed, additional alterations may be requested by the client with the inclusion of fees.

DESIGN WORK

'The client' is aware that any proofs not included in the final artwork are owned by the designer unless otherwise stated; this includes any incorporated logos, textures, graphics, vector images and stock images. The designer may use this material in future commercial and/or personal projects.

'The client' has the option to purchase either full or part ownership of any proofed artwork in conjunction with the project. Paid or unpaid draft items may be released to the client at the designer's discretion.

'The client' agrees that any final or draft design material produced by the designer may be used as printed or digital promotional material and portfolio examples to be shown to current and future clients. This includes and is not limited to paid or unpaid advertisements. (including social media) 'The client' can request specific details or information to be added in conjunction with the design material in the form of writing. If no details are supplied the designer has full discretion on what can be included. No confidential information regarding 'the client' or associated business/es will be released with the display of any design projects.

'The client' is aware that the designer and any parties contracted by the designer will not be liable for any spelling, formatting or grammatical errors or missing information within a design project. As well as pre-existing design work from another company. Where the material has; faded, degraded, scratched, warped, bowed, peeled, or detached. This includes; window tint, window decals or artwork, window laminates, shop fronts/light boxes/fittings, car decals/tint, paint jobs, varnished furniture/material, signs/sign boards and any other products or materials.

Access to editable files (i.e files in AI, ID, PSD) connected with the project will incur a 300% charge on top of the quoted price unless otherwise stated. PDF formats will be delivered "uneditable" and only accessible by the original designer unless specified otherwise at the beginning of the project. If the client wishes the PDF document to be Editable additional fees will apply. The designer has discretion whether an editable version of a PDF document may be released to the client.

CONFIDENTIALITY

The Designer acknowledges that he may receive confidential information from 'the client' and agrees to protect the confidentiality of 'the client', including information received before having signed this contract.

TERMINATION POLICY

Certain circumstances beyond the control of either party may result in the need for the cancellation of work and, in turn, termination of this contract. In the event of a cancellation after the commencement of work, the advanced payment (deposit) may be withheld by the designer to compensate for any time and resources used.

If the project is more than 50% completed (as determined by the designer and 'the client' by negotiation), a calculated payment is payable for any work beyond this point. If a project is cancelled by the designer, the deposit will be refunded in full to the client in a timely manner. In the event of cancellation of the project by the client, ownership of all copyrights and the original artwork will be retained by the designer.

FORCE MAJEURE

The Designer shall not be liable for any failure or delay in supply or delivery of products/services which is wholly or partly due to any cause or circumstance outside the reasonable control of the designer. This includes but is not limited to transport delays, power outages, theft, vandalism or accidents of any kind.

FEES FOR SERVICE

It is agreed by the client that the fee for service shall be the cost estimates provided via Invoice unless work undertaken falls outside of the agreement. 'The client' agrees to pay the appropriate fees for the excess work outside the scope of the original agreement, which will require the introduction of a newly signed agreement.

Any urgent design work that is required within a limited time frame could be subject to additional fees or charges if the work is requested later than the designer can adhere to and/or if any work is required outside of business hours including weekends and public holidays.

ADDITIONAL WORK

This is defined as additions to the list of items defined in the Project Proposal or changes to the approved artwork assigned by 'the client' or an authorised representative. 'The client' will be made aware of alterations or changes which fall outside the scope of the original estimate. If "the client" wishes to proceed with additional work and alterations, a new contractual agreement must be signed. Should additional designs not initially quoted be requested during the design process, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of design files.

AMENDMENTS TO THESE TERMS AND CONDITIONS

All amendments to the terms and conditions outlined in this submission must be provided in writing by 'the client' and signed by the designer prior to the commencement of work outlined in this submission.

These Terms & Conditions are subject to change at anytime and the client will be made aware of any such changes to the Terms & Conditions in the form of a newly sent document.

LIABILITY REGARDING WORK AND MATERIAL PROVIDED

It is agreed that all work and materials provided for 'the client' by the designer will be lawfully used by 'the client' without infringing the rights of any third party.

It is agreed that the designer ensures and holds 'the client' harmless from all claims for injury or death to any persons or damage to property (including the 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. It is agreed that the designer shall notify 'the client' in writing of full details of any such claim.

Under no circumstances shall the designer be liable to 'the client' for an indirect or consequential loss suffered by 'the client' a consequence of the material prepared by the designer including (without limitation) loss of profit, loss of contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the supplies only and does not include claims for delays, out of sequence working, non-productive overtime, the award of costs, etc. Liability to a third party for any reason is specifically excluded unless separately agreed in writing.

Signature

Date