



Below are Australian Graphic Design (Traded under River City Marketing Pty Ltd) 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 Australian Graphic Design/River City Marketing Pty Ltd you agree to our Terms and Conditions and you are aware that you are entering a binding contract which payment is required. Please contact us if you do not understand any of the terms and conditions in this document.

Terms and Conditions Australian Graphic Design traded under River City Marketing Pty Ltd

The below conditions have been construed under Australian Law and apply to all individuals, businesses/companies/clients engaging the services River City marketing Pty Ltd, its contractors, subcontractors and employees unless otherwise agreed to in writing by both parties.

General Conditions

These Terms and Conditions cover all Contracts entered by a Client with the Company/Designer for the services on offer. These Terms and Conditions are subject to change without notification by the Company and apply to the Company and all its contractors and subsidiaries.

Brief

The Company and the Client will attend an initial FREE consultation held via phone, email or in person.

Website

All prices and packages on website may be subject to change at any time. All Prices are excl GST.

Proofs

All services include 1 initial design/setup and 2 rounds of amends unless separate agreement is made or otherwise stated in the package. After 2rd round of amends a minimum charge of 30 min applies. The Client is held responsible for approving all artwork

proofs 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 to request another copy if the proof is difficult to read or changes are required. The Client's final approved 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.

Quotes

Quotations are generated by the Company and based on the *Brief* and expected time assessed for the job. Quotations may be subject to change if additional work is required. 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. All prices quoted exclude delivery and exclude GST. By accepting a quote, the Client is accepting the Terms and Conditions and entering a contract with the Company.

Modifications

No modifications or alterations to any designs or other work created by the Designer shall be made without written consent of the Designer. In the event of that reprints are required, these shall not differ in any way from the originals supplied without the written consent of the Designer. Any modifications or alterations shall be carried out by or under the supervision of the Designer and shall be paid at a rate agreed by both parties in advance.

Invoices & Payment

The Company reserves the right to request a deposit from the Client prior to starting work on their project. If a deposit is requested by the Company, an invoice will be generated and delivered to client via email and payment is expected.

The Company may invoice the Client for the remaining cost of the artwork and associated services prior to the commencement of website construction or printing. The Company reserves the right to not proceed with these services until payment has been received in full from the Client.

All prices quoted on the Company's website and advertising material exclude delivery and GST.

All payments are to be made within 14 days of invoicing, unless agreed otherwise.

The Company reserves the right to close down projects with accounts more than 90 days outstanding payment.

By accepting this quote the ordering company and or its director/s undertake full responsibility to settle the debt in full.

Cancellation Policy

If the Client requests the cancellation of a Contract, 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. The Company reserves the right to retain any deposits made to their account. In addition, the Company reserves the right to invoice the Client to time spent on the project if the Client has been uncontactable / unresponsive for more than 30 days. The Company reserves the right to invoice for work *completed* if the project exceeds 60 days.

Commencement Fee

If the Client wish commence the Contract after 2 weeks of cancelling the Contract there is a Commencement Fee of \$59+gst for all designs and \$249+gst for websites.

Submission of Client artwork

Clients who choose to submit their own artwork, files and/or images are solely responsible for the end result of printing. Customers are reminded to submit print-ready files with the correct specifications. We will print the Client's submission as requested however 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.

It is the Client'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.

Approval

Clients approval is required for all projects, via email prior to work being released. The Company is not responsible for any spelling, grammatical, numerical errors or omissions after final approval. In circumstances errors are from The Company, it is the Clients responsibility to proof read and check thoroughly their projects to identify any errors prior to approval. The Company reserve the right to share and use all designs on its Social Media and Website.

Approval of Logos

All logo packages include 2-4 logo concepts; however only 1 logo is includes in the purchase. The Client have the opportunity to purchase 2 or more logos, price varies and will be agreed between The Company and The Client.

Copyright

The Company reserve the right to use stock images in the creation of designs if required. Costs of this will be outlined to the Client prior to purchase if not included in the proposal quote.

Ownership of copyright over all concepts and draft artwork and services remains with the Company. This includes, but is not limited to; logos, symbols, compositions and copy. Unlawful use of these Artworks by the Client is strictly prohibited. The use of Artwork prior to payment is illegal. The company reserve the right to all copyright designs until approval and full payment is made. For more information visit <http://www.copyright.org.au/>

Upon full payment of account, copyright ownership will be transferred to the Client. The Company and their designers retain rights to utilise artwork and all design elements for portfolio/self-promotion.

Print

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 may vary.

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.

Delivery

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.