

Please read this information carefully, as your acceptance of our quote indicates your acceptance of these terms and conditions, including your permission to conduct a credit check and risk assessment on you.

Terms and Conditions

1. DEFINITIONS

- 1.1. In this Agreement, unless the context otherwise requires:
- 1.2. 'We', 'our' and 'us' refers to The Ideas Farm Pty Ltd.
- 1.3. 'You' and 'your' refers to our client as listed on our quote for the project.
- 1.4. 'Work', 'artwork' and 'project' refer to the by-product of the services we provide to you.

2. GENERAL CONDITIONS

- 2.1. These Terms and Conditions cover all Contracts entered into by you with us for services relating to design, printing, copywriting, visual media, websites, brand identity, marketing, consulting, media planning, illustrations, images, photography and any other service we are engaged by you to provide to you.
- 2.2. These Terms and Conditions apply to you, us and all of our Contractors and subsidiaries who work on your project.

3. WORK PROCESS

- 3.1. Development of a Brief
 - 3.1.1. We will attend an initial consultation with you at no charge to you.
 - 3.1.2. A written brief outlining your requirements will be developed based upon this initial consultation.
 - 3.1.3. This brief will be agreed upon by you in writing before we proceed.
- 3.2. Quoting and Engagement
 - 3.2.1. Based upon the brief as agreed to by you we will develop a written quote. Before the commencement of any work the quote must be signed by you and returned to us, or a purchase order or email (quoting our quote reference number and the total cost) supplied by you.
 - 3.2.2. Your signature on the quote or our receipt of your purchase order or email acknowledges your acceptance of the quote and these terms and conditions. It constitutes a Contract between us and you, and gives us your authorisation to proceed with the work.
 - 3.2.3. Your authorisation to proceed signifies your willingness to make all payments within the trading terms on all tax invoices supplied by us to you.
 - 3.2.4. All quotes may be subject to change if the scope of your project varies after agreeing to the written brief.
 - 3.2.5. At our discretion, all new clients, including, but not limited to, individuals, registered businesses, companies and organisations, may be subject to a credit check and risk assessment from our credit reporting agency.
 - 3.2.6. At our discretion we may enter into a trading arrangement with you, providing to you limited credit trading terms.
 - 3.2.7. New clients, or any existing clients at our discretion, may be required to pay a deposit of up to 100% of your quote upon supply to you by us of a valid tax invoice and prior to the commencement of your project.
- 3.3. Timelines and Delivery
 - 3.3.1. At the time of supplying a written quote to you we will provide you with an estimate of the time we expect the job to take.
 - 3.3.2. In the event that the quote is for a multi-stage project, we will develop a timeline indicating milestone delivery dates in the form of a payment trigger table.
 - 3.3.3. Our ability to meet delivery dates is dependent on your supply to us in a timely manner of all materials, content or other information that

- we require to proceed with the job.
- 3.3.4. All delivery dates are estimates based on our understanding of the brief and the requirements of the project at the time of providing a quote to you. We do not guarantee your work will be supplied to you on the date indicated.
- 3.3.5. We reserve the right to vary any delivery dates supplied to you. We will notify you within 48 hours of becoming aware of any need to vary delivery dates arising from any action of ours, and negotiate new delivery dates.
- 3.4. External Suppliers
 - 3.4.1. We have long-standing relationships with excellent suppliers who provide a range of complementary professional services including, but not limited to, printing, photography, media planning and buying, film and television production, event production and management, illustration and art.
 - 3.4.2. If you choose to use our external suppliers we will liaise with them on your behalf and include their fee in our quote to you.
 - 3.4.3. Where additional terms and conditions may apply these will be communicated and must be accepted by you prior to our engagement of their services.
 - 3.4.4. Payment for services provided by our external suppliers are subject to the same payment terms as the services provided to you by us under this Contract.
 - 3.4.5. If you prefer to source your own commissioned work or external suppliers we will happily supply final artwork direct to you or your supplier.
 - 3.4.6. If we are required to liaise with your suppliers, we reserve the right to charge a fee to you for doing so.
- 3.5. Variations, On-hold and Cancellations
 - 3.5.1. If you require variations to the brief as agreed to by you, the original project outcomes are altered or further work is requested, we reserve the right to charge additional costs.
 - 3.5.2. Where the total value of each variation explicitly requested by you is less than \$100, and the work is noted on our standard chart of rates, we will not issue you with a revised or new quote in any format. Your explicit request for the additional service will constitute your willingness to pay for the good(s) or service(s).
 - 3.5.3. Where the total value of each variation explicitly requested by you is greater than \$100 but less than \$500, we will communicate the additional costs to you in an email. You will be required to confirm via return email your agreement to the additional charges. Your agreement will indicate your willingness to pay for the good(s) or service(s).
 - 3.5.4. Where the total value of each variation explicitly requested by you is greater than \$500, we will issue you with a revised or new written quote which is subject to the terms in Clause 3.2 of this Contract.
 - 3.5.5. If, after your acceptance of the quote, the project is on hold for longer than thirty business days due to waiting on feedback from you or is cancelled by you, charges will apply. The charges will be determined by us and will comprise the number of hours we have worked on the project plus any Sundries which have been directly incurred by us on your behalf.
 - 3.5.6. You will be invoiced this amount minus deposits paid by you for this project to date. If the amount due is less than the deposit paid, we will issue you a refund for the difference less any administration costs we reasonably expect to incur in doing so.

- 3.6. Supply to us of 3rd Party Artwork and other Digital Files
 - 3.6.1. If you need to supply artwork to us for printing with one of our external suppliers, we cannot guarantee the quality of the resulting printed items and take no responsibility for the accuracy or suitability of the content to be printed.
 - 3.6.2. We will not reprint at our expense any artwork subsequently found to be inaccurate that is supplied by you to us.
 - 3.6.3. If in our opinion additional work is required to improve the likelihood of a quality printed result, we will communicate with you in accordance with Clause 3.5 of this Contract.
 - 3.6.4. If you need to supply artwork to us for any reason, it is your responsibility to ensure the digital files are free from any viruses and corruptions, and include all necessary linked or associated files as permissible under the appropriate laws.
 - 3.6.5. You warrant that all artwork and other digital files supplied to us by you does not violate Australian copyright laws. We assume, and any of our external suppliers assume, that all written and visual content adheres to copyright laws and all correct permissions have been sought and/or royalties paid for use.
- 3.7. Approvals
 - 3.7.1. Final artwork is approved by you before proceeding to production. While we take all care to ensure final artwork is correct, ultimate responsibility for its accuracy and suitability rests with you. This includes, but is not limited to, design, spelling, grammar, illustrations, images and quantity of prints required. Please check all artwork thoroughly before giving your approval to proceed to production.
 - 3.7.2. It is your responsibility to request another proof if changes are required or you cannot determine the accuracy or suitability of the proof supplied to you.
 - 3.7.3. Where you have engaged our external suppliers, we will act on your behalf to make final approvals of any pre-press and printer proofs, or other technical or production proofs, unless otherwise instructed by you.
 - 3.7.4. Where you require us to provide production, technical, pre-press or printer proofs to you, we reserve the right to charge a fee to you for doing so.
- 3.8. Printing
 - 3.8.1. All printed items may display some colour variations from electronic visual representations or previous printed versions of the Artwork. This is due to the nature of commercial printing and will not be accepted as a reason for reprinting at our expense.
 - 3.8.2. All orders for printed matter may require you to pay a deposit payment of up to 100% or COD payment by you.
- 3.9. Delivery
 - 3.9.1. We may engage the services of quality freight providers who take great care with your printed or other goods, however we and they cannot accept responsibility for any damages, delays and losses that are incurred.
 - 3.9.2. You will not hold us liable for losses or damages incurred by you as a result of delivery delays, or losses and damages of physical product.
- 3.10. Payment
 - 3.10.1. You may be required to pay a deposit prior to commencement of your job in accordance with Clause 3.2.7 of this Contract. The balance plus Sundries and any extra charges (e.g. for Changes or Variations) are payable COD.

- 3.10.2. Where we have entered into a limited credit trading agreement with you, you will be required to pay within the terms of our agreement as stated on our tax invoice to you.
- 3.10.3. If your project has multiple milestone delivery dates you may be required to make interim payments to us before the project is complete. We will provide valid tax invoices to you in accordance to the agreed project timeline, or as determined by us in the event that delivery dates change.
- 3.10.4. If you have engaged us in an ongoing capacity you will receive a valid tax invoice dated on the last day of every calendar month in which work is performed by us or any of our external suppliers for you.
- 3.10.5. We reserve the right to not continue providing services to you, cancel any live products (e.g. websites) or withhold physical goods requested by you, if you are in breach of your agreed payment terms as indicated in this Contract or on a tax invoice provided to you. You will not hold us liable for any damages or losses incurred by you as a result of our cessation of provision of any goods or services to you.
- 3.10.6. All prices quoted to you and described on any quote, tax invoice or credit note provided to you are exclusive of GST.
- 3.11. Late payment
- 3.11.1. If you are unable to pay a tax invoice by the due date please contact us before this date to make a payment arrangement. All payment arrangements must be agreed to in writing by both us and you.
- 3.11.2. If a tax invoice is not paid by the due date and no payment arrangement has been made we may list the default with our credit reporting agency, commence legal action and charge you for any fees incurred by us in relation to such actions.
- 3.11.3. A late payment fee of 5% of the total invoice will be added to your account for each calendar month or part thereof until the account is paid in full.
- 3.11.4. We reserve the right to delete or cancel any digital data, including, but not limited to, websites and related services such as hosting and domain registration, without notice on accounts that are in excess of 90 days in arrears.

4. COPYRIGHT ISSUES

- 4.1. Copyright
- 4.1.1. Under the Copyright Act 1968 the copyright for work provided to you by us is retained by us, and the copyright for photography, illustrations and any other original creative work by external suppliers is retained by the author/creator. This includes, but is not limited to, logos, symbols, images, compositions and copy created by us or our contractors.
- 4.1.2. Artwork created by us will remain our property until you have paid in full for its creation.
- 4.1.3. After paying in full for the work, and unless otherwise specified on your quote or in a supplementary agreement, you have sole license to use the work for the purpose(s) and/or time(s) specified on the quote.
- 4.1.4. If required, extended usage or sharing of copyright may be arranged for an additional cost.
- 4.2. Supply of artwork
- 4.2.1. If we design a logo for you we will supply it as an EPS and as a JPG or PNG.
- 4.2.2. Notwithstanding Clause 4.2.1 of this Contract, we do not supply files, other than final artwork in the form of a PDF, for any project and the copyright in all files remains with us.
- 4.2.3. Any variation to Clauses 4.2.1 and Clause 4.2.2 of this Contract must be negotiated prior to our supply of a quote to you and may incur a fee above and beyond the fee you will pay us for the services provided to you.
- 4.2.4. Where Clause 4.2.3 of this Contract applies, please note that sundry components of a job, including but not limited to, fonts and images, may be covered by non-transferable

copyright agreements. If this is the case, we will not supply these linked files to you and an additional license will need to be purchased by you.

4.3. Breach of our copyright

- 4.3.1. Our creative product is the basis of our business. Unlawful use of our work by you or your agents is strictly prohibited. We will vigorously pursue criminal prosecution and maximum financial compensation for any breach of our copyright, including, but not limited to, your usage of our work before payment in full is received by us, and your usage of our work for a purpose or purposes not specified in our quote or tax invoice.

5. TYPES OF WORK

5.1. Consulting and Planning

- 5.1.1. To work with your organisation on a consulting project (for example to align your organisation's culture and campaigns or to undertake a review of current positioning, branding, marketing and materials) we charge a consulting fee.
- 5.1.2. The fee is determined by the scope of work required. The fee may include meeting(s) with your team individually and/or in groups as required, analysis of discussions and/or materials, strategic thinking by us and a written report with observations and recommendations.

5.2. Concepts

- 5.2.1. Concepts are creative solutions to a brief. Examples include: the idea behind an ad or campaign; logo design and brand guidelines; a cover and style guide for a publication. To work on concepts we charge a concept development fee determined by the scope of the project.
- 5.2.2. If you are not entirely satisfied with the concepts presented, at our discretion we may undertake a minor rework at no charge.
- 5.2.3. If you request more substantial changes we will charge our appropriate hourly rate to develop new concepts.
- 5.2.4. If you require completely new concepts we will charge an additional concept development fee.
- 5.2.5. After the concept is approved the continuation of the work is charged at the appropriate hourly rate.

5.3. Creative

- 5.3.1. Creative involves working with existing elements. Examples include: design of stationery after the logo is approved; page layout for brochures after the initial concept is approved; reworking a concept; supervision of a photo shoot; copy editing.
- 5.3.2. Creative is charged at an hourly rate after concept is approved, and for work where no concept work is required.

5.4. Production

- 5.4.1. Production is work which does not involve Creative. Examples include updating a previous project, simple changes to a project and preparation of final artwork for production.
- 5.4.2. Production is charged at an hourly rate after creative is approved, and for work where no concept or creative work is required.

5.5. Revisions

- 5.5.1. Revisions are minor adjustments to text, images and layout after we initially supply draft artwork to you for review.
- 5.5.2. All work is entitled to two (2) sets of revisions. We reserve the right to charge a fee for subsequent revisions that you request.
- 5.5.3. Major adjustments to copy, images, layout or other elements of a job, are considered to be Changes and are charged in accordance with Clause 5.8 of this Contract.

5.6. Urgent projects

- 5.6.1. Express rates are charged when work is required urgently and for work required on

non-business days.

- 5.6.2. For work required in 8 hours or less we charge 200% of our standard or agreed price.
- 5.6.3. For work required in 8-24 hours we charge 150% of our standard or agreed price.
- 5.6.4. For work required in 24-48 hours we charge 125% of our standard or agreed price.
- 5.6.5. If we have quoted a job based on non-urgent timing and the job becomes urgent, we will charge the appropriate express rate.
- 5.6.6. Please note that we are not always able to accommodate urgent work and are not under any obligation to do so.
- 5.7. Minimum charge
- 5.7.1. For all projects there is a minimum charge of one hour. At our discretion this may also apply to Changes.
- 5.8. Changes
- 5.8.1. These are any changes to a project requested by you. Changes are not included in our quotes and will be charged at our appropriate hourly rate, including express rates for changes required urgently.
- 5.8.2. At our discretion we may complete minor changes at no charge.
- 5.8.3. Changes required to correct oversights or mistakes made by us will be free of charge.
- 5.9. Project management
- 5.9.1. For the time taken liaising with you on a project we may charge a project management fee of 10% for any projects initiated by you. This is calculated on the subtotal of the invoice, excluding sundries.

5.10. Sundries

- 5.10.1. Sundry costs incurred for the project will be added to your invoice. Examples include mailing, couriers and art materials. As these costs are incurred during the course of your project, we cannot include them on your quote, however they are usually minor amounts and we will do our best to advise you and request your approval before we incur them.

6. INDEMNITY

- 6.1. General indemnity
- 6.1.1. You agree to indemnify and keep indemnified and hold us harmless from and against any claim brought against us by you or a third party resulting from the provision of services by us to you, and in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by us in consequence of your breach or non-observance if these terms or your breach of any copyright, discrimination or violation of privacy.
- 6.2. Force Majeure
- 6.2.1. You will not hold us liable for any failure or delay in supply or delivery of your work or services provided by us to you where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside our reasonable control including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

7. CHANGES TO THESE TERMS AND CONDITIONS

- 7.1. Any variation to these terms and conditions initiated by you must be agreed to by us in writing and signed by one of our designated representatives prior to commencement of your job.
- 7.2. We reserve the right to make changes to these terms and conditions at any time and without notice.