

design studio

artshak  
creative solutions for business,  
products and people

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206 Arthur St Fortitude Valley Q 2006  
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## TERMS AND CONDITIONS OF TRADE AND ENGAGEMENT OF SERVICES

Artshak agrees to provide to their client the services outlined in the Project Order and the client will pay Artshak for these services in accordance with the terms of the Project Order and this agreement:

### 1. DEFINITIONS

In these terms and conditions:-

"Artshak, us, we" means Artshak of 206 Arthur Street Fortitude Valley, Queensland, Director, Shelley Jelonek

"Certification" means confirmation by you that the works/services are satisfactory to be printed, scanned, imaged or otherwise produced.

"Moneys" means all moneys due, all amounts invoiced, and the value of services provided but not invoiced,

"Services, Work" means other services the subject of the Project Order and any addition or variation thereto, be it written or oral,

"The Client, you" means that person or organisation specified as the client in the Project Order,

Words importing the singular shall include the plural and words importing one gender shall include each other gender.

### 2. GOODS AND SERVICES TAX

All prices payable by you to us are exclusive of GST, unless it is clearly stated that the prices include an amount for GST. 10% GST will be charged for all work completed from 1 July 2000. Suppliers should provide Tax Invoices which include their ABN or ACN. Artshak will withhold 48.5% of payment as required under the GST legislation.

We will provide the client with a Tax Invoice.

### 4. ARTSHAK'S COMMITMENTS

#### 4.1. We will provide you with cost estimates.

For design hours, and quotes for third party products for your approval before we commence any work.

#### 4.2. Confidentiality.

It is agreed that employees of Artshak shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of the client or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of the client.

#### 4.3. Commit to your deadlines.

This is of course after both parties have agreed on a mutually acceptable deadline to meet client wishes and creative development

#### 4.4. Deliver your designs to you promptly.

Once we have signed approval of any quotes and have been supplied with the brief, copy, images and other requirements, and a deposit has been negotiated, we can begin. Typical turnaround for your first proof is within 5 working days. We can (and do) agree to other time lines if required but we cannot obviously meet your deadlines if there is any delay in engaging us, or in supplying what we need to get started.

### 3. CLIENT'S COMMITMENTS

The client shall give us instructions adequate to define your requirements including program and budget. The client is responsible for the accuracy, legalities and completeness of all particulars provided to us or obtained on the client's behalf. The client agrees to give decisions and provide required information within a reasonable time so as not to delay our work. The client acknowledges that we will rely upon your instructions. Upon receiving the client's instructions to proceed with the provision of Works/Services, we are not liable for any amendments, variations, alterations or errors not identified prior to your certification of the Work/Services.

### 5. DESIGN SAMPLES FOR OUR FOLIO

The client agrees to supply for free, in addition to fees for service, any number up to 10 or printed samples of every item produced for the client by Artshak during the course of the project.

### 6. FEE CONDITIONS

All invoices are strictly 14 days unless another trading term has been agreed to in writing. A deposit (usually 25%) will be required before the commencement of larger jobs (greater than \$5,000). Jobs that continue over an extended period of time will be invoiced as they progress, normally every fortnight and final payment upon completion and delivery of the project undertaken. Work will not commence without the said deposit.

We'd like to think that our accounts are settled with the same prompt attention we give our client's projects.

Sundries will be charged at 30% with administration fee of \$10.00

#### 6.1. Cancellation

Any jobs that are cancelled at the client's request will be invoiced for any work or expenses completed up to that point.

#### 6.2. Late/Rush Fees

All quotes prepared by Artshak are based on the work being provided to Artshak in a timely fashion in order to meet deadlines. Artshak reserves the right to charge a loading for 'rush' deadlines which are imposed by the client. Artshak will NOT accept responsibility for errors in rush jobs.

#### 6.3. Changes in Instruction

If our work is increased due to changes in the client's instructions or requirements or if our work is increased or our services protracted due to causes beyond our control then (unless our fee is already on a time charged basis) an additional fee shall be chargeable on a time basis, unless some other basis is agreed. Where for any services provided by us the fee is not stated in this agreement, such fee shall be on a time charged basis unless otherwise agreed.

Should such additional become or appear likely to become chargeable, we will promptly notify the client in writing.

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If the client fails to provide us with instructions in respect of the work or services within seven (7) days of request, we may terminate this agreement by written notice to the client at which time all fees for the work and/or services become due and payable.

### 7. TRADING TERMS

The client must pay us the total amount of the invoice within fourteen (14) days of the date of the invoice for the Services, unless payment terms are agreed to in writing by both parties.

If the client does not pay the amount of any invoice, all moneys become immediately due and payable and must be paid within seven (7) days of the date of demand. We may cease further supply to the client without notice or demand for payment.

All Moneys also become immediately due and payable to us upon:-

- a) Appointment of a liquidator or in the event of insolvency;
- b) The client's breaching the terms and conditions of our supply;
- c) Termination of the contract by the client.

We will charge interest at the rate of fifteen (15) percent plus an administration fee of One hundred and fifty dollars (\$150.00) dollars on all overdue moneys up to date of payment. We may amend these terms and conditions by giving the client notice in writing of the amendment.

The client will be liable for the actual cost of recovery of Moneys including all legal fees incurred on an indemnity basis, interest and any opportunity cost.

If the Project Order specifies payment at particular intervals, monies are due and payable upon those dates or events specified in the Project Order.

### 8. COPYRIGHT

The drawings, specifications, creative content of any works and/or services provided by us are our intellectual property and are copyright © Artshak, whether the work or services for which they are created is executed or not. You are licensed to use the drawings, specifications and creative works for the purpose for which they were made. No other license is implied. The works shall not be used for any other purpose except by agreement with us in writing. We may terminate the licence if you breach your obligations to pay.

We may agree to assign copyright to you in writing, but any assignment may be the subject of a separate agreement and payment of a separate fee/s. Artwork release fees will be applicable at a negotiated rate at any time and applicable should the working relationship cease to continue at any time for any reason.

Any third party products which are sourced for the work (such as stock photography) are used under their own licence agreements which in the event of the client's acquiring ownership to the copyright may need to be updated should the client wish to reproduce same.

Unless stated otherwise, all works, intellectual property and submissions created by Artshak are copyright © Artshak Pty Ltd. All rights reserved.

### 9. ASSIGNMENT

Neither the client nor we will assign or transfer this agreement without the written consent of the other.

### 10. TRAVELLING EXPENSES

You agree to reimburse us for expenses (including meals and accommodation for extended travel periods) incurred in respect of travel between our office and you or any particular project as directed or otherwise in connection with the project as authorised by you. Local travel by car will be charged at \$0.40 per km in addition to outlaid parking expenses.

### 11. DISBURSEMENTS

You agree to reimburse us for expenses reasonably and properly incurred in connection with the services provided under this agreement. Such expenses include but shall not be limited to printing, reproduction costs, stationary, postage and packaging, courier fees, film, subcontract consultant's expenses.

### 12. GENERAL

If you make any payment by cheque, electronic transfer or other negotiable instrument, it is agreed that we have not accepted any moneys payable unless and until the negotiable instrument or electronic transfer is met upon first presentation for payment. We reserve the right to charge you any penalty fees or charges incurred as a result of any dishonoured payment.

Any leniency, indulgence or extension of time granted by us to you will not prejudice any of our rights in any way or constitute a waiver of any of these terms and conditions.

Any and all orders or instructions placed for or on your behalf are deemed to be authorised by you unless we are notified in writing prior to the order or direction being provided or certified.

Stamp duty, if any, payable in respect of the agreement will be payable by you.