

AGENCY TERMS AND CONDITIONS

Last updated September 2023

Acceptance of quotation and payment of deposit will be taken as acceptance of the following terms and conditions. Please ensure you have read and fully understand what is written below. Please contact us if anything is not clear to you.

- 1) All costs provided exclude GST where applicable and are valid for thirty days from the date of the quotation.
- 2) The costs provided when quoting are guide prices based upon what we anticipate the creative, time and production requirements to be based on previous experience and on typical processes, plus client co-operation in provision of content, meeting deadlines and approval. Within reason, additional charges may be payable if there are significant variations to this, although the client would be made aware of this well in advance. We advise to allow for a 10% contingency on price when considering your budget to allow for potential unanticipated requirements, additional development or 'scope creep'. Please also note that late payment of invoices may result in additional charges being incurred.
- 3) No creative or development work will commence until the agency has received written approval of the quotation (by hand or by email) and a minimum deposit of 30% of the agreed costs (unless otherwise agreed in writing) will be invoiced at the start of the project (with 30-day payment terms). This ensures that the agency is fully equipped to provide the very highest levels of service and expertise, from project inception through to completion.
- 4) The balance of payment will be due in full, 30 days from date of invoice (e.g. on approval of logo, delivery of printed items, deployment of website, etc): failure to make final payment at this point may result in delays in project delivery. All invoices must be settled in full prior to go live or final supply of assets and materials. Late payments may result in additional charges being made.
- 5) If a quotation has been provided where a job will be approached in 'phases', each stage will be invoiced at stage completion. Payment terms for each stage are 30 days from issue of invoice, and confirmation the invoice has been *received, accepted, and being processed* is required before the agency is able to progress to the next phase.
- 6) If any project exceeds the estimated timeline agreed or extends beyond twelve weeks from approval of quotation (whichever occurs first), the agency reserves the right to invoice for completed work and/or cover any costs outlaid in anticipation of completing the work (such as deposits made or cancellation fees) irrespective of content or final approval being provided by the client.
- 7) Deposit structure:
 - a) To commence work (unless agreed otherwise), our payment structure is 30% deposit to commence work, and the remaining 70% on completion, plus any variations.
 - b) If printing, fulfilment, mailing, media buying or third-party services are required, upfront payment for these services may be required and are to be negotiated and agreed prior to commencing the work. Please note that the agency will be unable to proceed without receipt of proof of this payment.
- 8) Unless otherwise stated above or previously agreed in writing, all invoices are due within thirty days of any invoice date. Please note points number 3, 4, 5 and 7 above and how this could have an impact on time scales.
- 9) Unless otherwise agreed in writing, work will usually commence within ten working days of deposit receipt. Any anticipated completion date provided by the agency is subject to options chosen and client co-operation in provision of information, resource (logos, images etc) and approval. The agency will do its very best to ensure that agreed timelines are adhered to, but please be aware that circumstances, amends requested, or additional requirements may potentially result in delays. Timelines provided are estimated but the agency will not be held liable if the project over-runs due to delays caused by the client passing information or approval deadlines, or any third-party issues or force majeure (acts of God).
- 10) In the unlikely event that the client is not satisfied with the first round of presented work, the agency will develop a further round of additional creative development and presentation. If after this third round there is still no agreement on direction, the agency reserves the right to potentially bring to an end any agreement with the client with no refund of deposit or payments made previously for work that has already been completed by the agency.
- 11) Costs provided allow for an allowance of client amends as mentioned in the agreement, after which time additional charges may become payable, although the client would be made aware of this in advance.
- 12) At the end of each stage of the process (including – but not limited to – before sending an item to print or publishing a website etc) the client will need to 'sign-off' their approval either in person or by email. No further development can be undertaken until the agency is in receipt of written approval confirmation. Any amends to work after signed approval may incur additional charges for further time spent, although the client would be made aware of this in advance.
- 13) Fees provided allow for occasional meetings at key stages for a 'reasonable' length of time between the agency and client. Some meetings may incur additional charges for time spent, although the client would be made aware of this in advance.
- 15) Unless otherwise agreed in writing, our fees exclude: GST where applicable; stock library images, photography or video outside of our in-house resources; bespoke illustration; copywriting; website hosting or backups; translation services; travel and accommodation outside of Sydney; talent (models and actors etc.); any third-party media, production, distribution, couriers, proofs, mock-ups, proof reading or printing that may be required; other third-party costs incurred (such as merchant bank and payment gateway charges) etc.
- 16) It is assumed that unless otherwise stated, most copy and images will be provided by the client, although the agency will contribute to this (through headlines, and top-line messages etc) as a natural part of the creative process. The agency is able to provide a full copywriting service or copy advice, as well as illustration and photography at an additional cost if required.
- 17) The agency recommends that clients use our preferred suppliers for print and is able to provide competitive quotations to ensure high quality and service is maintained until delivery of the final product. We always seek a number of quotations from our trusted print suppliers and provide a complete management service: from print sourcing to print-liaison to proof checking. Although clients are not contract-bound to use the agency to provide this service, it is highly recommended for quality control and peace of mind. If a client prefers to use their own print supplier, the agency will simply provide artwork directly to the client to manage and forward, and will be unable to monitor, advise or take any responsibility for the process or final output.

18) In addition to print suppliers, the agency works closely with other third-party partners and suppliers, including sign manufacturers and installers, photographers, illustrators, film makers, interior designers, external website developers and coders, and other relevant partners to provide an extensive high-quality service offering beyond immediate in-house capabilities.

19) Clients should be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual (each output source e.g the agency printer, the client's printer, the image setter, the monitor etc will differ from the other), the types of inks or make-up of colours (even Pantone colours can vary significantly and often surprisingly depending on what stock or substrate they are printed on), the type of print process (short-run digital, longer-run litho printing), the substrate (paper, card, plastic etc) used, individual preferences (ambient light, personal computer settings etc) and several other reasons. As a result of this the agency is unable to guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected by the client. In the case of printed items, the only true guide as to what is likely to be produced, is to request a 'wet-proof' on the actual intended substrate with the actual inks to be used, although this will incur additional cost. However as long as the client accepts there may be inconsistencies across work produced, this step may not be necessary. The agency does not accept any responsibility for colour variations as a result of these indeterminate factors.

20) Until payment is received in full, all designs, artwork and rights to design and artwork (whether in digital or printed format) remain the intellectual property of Initial Marketing Pty Ltd. Full copyright and ownership of all 'commissioned' work will reside with Initial Marketing Pty Ltd until full payment has been received, at which point the agency will surrender to the client, all claims of ownership and full copyright for final work produced (not including alternative designs, concepts, options, files, images or documents developed throughout the process). This agreement is subject to appropriate credit and acknowledgment appearing wherever possible and the agency's right to use the work for self-promotion in its portfolio, in presentations, in advertising, in print and online, under the name Initial Marketing Pty Ltd and/or any future business name that Initial Marketing Pty Ltd will have in the future.

21) It is the responsibility of the Client to ensure that no copyright or trademark has been infringed and to make their own application for copyright or trademark if required.

22) If requested, the agency will (at its discretion) provide the client with end-artwork in its final form (e.g. print-ready PDF; outlined EPS file etc). However, the agency does not by default (and possibly without further charge) provide clients with original artwork or HTML code (for example an InDesign file, layered Photoshop file or HTML source file) or any 'working' or 'development' files, rejected concepts and designs, images or documents generated throughout the project. Ownership and copyright of all unused or rejected files, documents and designs will reside with Initial Marketing Pty Ltd for non-exclusive future use.

23) If working or packaged files are required, a supply fee will be charged in addition to the project scope. The amount for this fee will be quoted on a per job basis. After this point, Initial Marketing Pty Ltd is no longer responsible for amends, design changes or print accuracies (for example) - the Client is responsible moving forward.

24) The agency will not at any time or in any manner, either directly or indirectly, use for our personal benefit or divulge, disclose, or communicate in any manner any information that is proprietary to the client. We will act reasonably to protect such information and treat it as strictly confidential.

25) The client agrees to indemnify Initial Marketing Pty Ltd and keep the agency indemnified and hold the agency harmless from and against any claims, actions, proceedings, losses, liabilities, damages, costs, or expenses suffered or incurred in relation to work or services provided. The agency is not liable for any loss that may occur before, during or after the development of projects undertaken. The agency will not be held responsible for any delays, errors or losses arising from any third party.

26) The client agrees to alert the agency in writing to any defects or problems in relation to work and services provided, within 30 days of the final invoice date. The agency will not be liable for any claims made after this period.

27) For all web related projects, unless specifically stated, the client will retain 100% ownership of the web page design only (ownership is not applicable to proprietary software and programs or source code, such as databases, e-commerce and/or content management systems, web application source code or flash files/animations).

28) Appropriate credit and acknowledgment for work produced by the agency should be attributed to Initial Marketing Pty Ltd where possible (for instance written in small text on the back of a printed item or at the bottom of a website) and may be referenced for the agency's promotional purposes unless otherwise (in exceptional circumstances) prearranged with the client.

30) These terms and conditions of business supersede any previous versions and apply to all present and future projects unless otherwise agreed in writing. Initial Marketing Pty Ltd reserves the right to change or modify these terms at any stage with immediate effect. By agreeing to these terms, your statutory rights are not affected.

31) Initial Marketing Pty Ltd's suppliers cannot be approached for work outside of the scope of the project by the Client, from the company or any future company they may work for.

32) Working hours for Initial Marketing Pty Ltd are 9am to 5pm Monday to Friday. Working outside these hours to meet unexpected deadlines will incur a 50% urgency fee (time and a half).

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