

Contract between _____

with ACN _____

and ABN _____

and Belgrin Pty Ltd with ABN 87 158 544 702

Date _____



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ABN 87 158 544 702

Belgrin Pty Ltd : Full Terms and Conditions

Listed below are Belgrin's standard terms and conditions. It is vital that you (The User, The Client) please take time to read through thoroughly and ensure you fully understand these terms and conditions and their implications before you commence any project with Belgrin. Please also note that from time to time Belgrin may need to alter these terms and conditions without notice. Please contact us if you do not understand any of the terms or conditions in this document.

Commencement of work

Agreement to work with, and submission of a design brief and payment of deposit to Belgrin constitutes agreement to these terms and conditions.

Payment

"The Client" agrees to pay a 50% deposit of the quoted amount to commence any design project, with a part payment of 25% during the project and the balance payable prior to delivery and or website launch. Once research, resources allocated or design work has commenced on a project, this deposit is non-refundable. In the case of a change of mind by "The Client" this deposit is non-refundable. Belgrin endeavours to provide graphic, web design, PR and Social Media services that meet and exceed a client's needs and expectations, but in the event of a "change of mind" (after a project has commenced) by "The Client", the initial 50% deposit is forfeited, plus a pro-rata payment based upon the time spent.

All printing accounts must be settled in full prior to the release of the files to the printer.

Accounts which are not paid by the due date will incur a late administration fee of \$50 plus gst. Accounts which remain outstanding for 14 days after the date of invoice will incur an additional late payment fee equivalent to 5% of the project costs for each week payment is outstanding. If you are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so we can discuss a solution that works for your company.

Design Credit

"The Client" agrees to allow a small credit with a link to each page - Another site by belgrin.com.au - on the footer of any/all pages designed by Belgrin. Removal of this credit constitutes a breach of these terms and conditions.

"The Client" also agrees to allow Belgrin to showcase any/all work created in the course of a project as part of Belgrin's portfolio. Belgrin acknowledges the confidential nature of projects and agrees to only display project work once product/site has been publicly launched/commences.

Force Majeure

Belgrin shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Belgrin 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.



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Fees for service

It is agreed that the fee for service shall be the cost estimates provided via email, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in the quote, "The Client" agrees to pay appropriate fees for the excess work, outside the scope of the original agreement. Wherever possible the client will be notified of increases in the scope of the project.

Excess work

This is defined as any work involving additions to the list of items defined in the Project Proposal or changes to all pieces of finished artwork after sign off by an authorised representative of "The Client".

From time to time "The Client" will require extra design requirements during a project, or extra files upon completion of a project. The client will be informed that the alterations or changes requested fall outside the scope of the original estimate. If the client wishes these alterations to be made they must agree in writing to an estimate provided and that amount shall be paid in full prior to commencement of changes.

Should additional design not initially quoted for be requested during the design process, an estimate will be raised and must be approved for in writing prior to further work being carried out. All additional costs will be added to the final invoice, payable prior to delivery of design files and or website launch.

Publication and/or release of work performed on behalf of the client by Belgrin may not take place before cleared funds have been received.

Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the client terminates the contract after work has commenced.

Liability & Litigation

It is agreed that all work and materials provided for "The Client" by "Belgrin" will be free and clear of all liens and encumbrances and may be lawfully used by "The Client" without infringing upon the rights of others including, and without limiting the generality of the foregoing any copyright trade secret patent or trade mark rights of any third party.

It is agreed that "Belgrin" indemnify and hold "The Client" harmless from and against all claims for injury or death to persons or damage to property (including 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, and it is agreed that we shall notify "The Client" in writing of full details of any such claim.

Under no circumstances shall Belgrin be liable to "The Client" for an indirect or consequential loss suffered by "The Client" relying on the information included in the supplies prepared by Belgrin 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, not to include claims for delays, out of sequence working, non productive overtime, award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.



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Approval of Final Artwork

While Belgrin takes all care to avoid errors, Belgrin accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. "The Client" is to proof read and approve all final copy before the production of artwork. The email verification of the Client's Representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print due to oversights by "The Client's" proof reading.

Print Returns And Refunds

It is agreed that the Belgrin is not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, (approval may be given either verbally or in writing), committed to print or posted in view of the public. Belgrin will not be held responsible for and changes or amendment made after approval. It is the sole responsibility of the client to notify Belgrin of any such errors during the revision cycle and before the final files have been generated.

In the event of a need to reprint due to errors in content, the client must inform Belgrin within 3 days of product acceptance, and must return the product (at the cost of the client) within 10 days of acceptance for assessment.

As with all print projects, payment for re-printed projects must be paid in full prior to print.

Print - Colour Variations

With all printing there may be some colour variations from what you have seen on screen, to what the final product looks like, and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at the expense of Belgrin.

Copyright

Belgrin retains full ownership of design concepts and materials it produces. Once a final concept is delivered to a client and full payment is received, complete ownership rights to the concept transfers to the client. Unused concepts remain the property of Belgrin. Belgrin may still use paid-for concepts in its promotional materials and in its design portfolio. Unless the client requests otherwise, Belgrin retains the right to display a small by-line claiming design credit on works it produces, except for corporate stationery.

Belgrin reserves the right to certain elements used to create your images including fonts, patterns, stock images, textures, colour palettes and other non exclusive items.

Belgrin reserves 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.

Other than for the promotional use of Belgrin, all services provided shall be for the exclusive use of the client's said purposes only. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all invoices, reproduction rights for all approved final designs created by Belgrin shall be outlined in the Project Proposal. For additional usage, price will be assessed as needed.

In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between client and designer'. Copyright will remain property of Belgrin



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till such time an agreement is in place. As part of Belgrin's terms of business, the copyright licence is automatically released to the client on receipt of final payment for the commissioned work. Belgrin reserve the right to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting Belgrin in print or digital media portfolios, social media and blogs, except where the client has specifically requested in writing otherwise.

Title And Risk

- The Goods shall be at the risk of "The Client" following delivery
- Notwithstanding delivery title in the Goods shall not pass to "The Client" until "The Client" has made payment of all sums owing to Belgrin
- Intellectual Property Rights of the Goods shall remain the property of Belgrin unless released, in writing, to "The Client" on payment of the agreed fees as set down in the quotation

Web Design Compatibility

Platforms:

- Windows (version 98 up to current full version)
- Macintosh (OS 10.1 up to current full release version)

Browsers:

- Internet Explorer- version 7 up to current full release (we do not support IE6 or prior)
- Firefox 2 up to current full release
- Apple Safari- version 4 up to current full release

Goodwill

This proposal assumes goodwill from both Belgrin and "The Client" regarding:

- What can reasonably be achieved in a given time frame
- Making best use of resources to achieve the most effective outcomes

Website design credit

"The Client" agrees to allow Belgrin to place a small credit on printed material exhibition displays, advertisements and/or a Belgrin own website on the customer's website. This will be in the form of text placed towards the bottom of the page.

"The Client" also agrees to allow Belgrin to place websites and other designs, along with a link to the client's site on Belgrin's own website for self promotional purposes.

Termination policy

From time-to-time circumstances beyond the control of either party may result in the need for project cancellation. In the event of the client cancelling a project after a project has commenced, the advance payment (deposit) will be forfeited in lieu of compensation to Belgrin. This is to cover design and administration time spent, resources purchased and allocated, research time and administration costs. If the project is more that 50% completed (this is determined by Belgrin and the client by negotiation) a pro-rata payment is payable for time spent up until cancellation notice, at an hourly rate of \$200 per hour plus gst.

If Belgrin cancels a project due to unforeseen circumstances, the deposit will be refunded in full to the client in a timely manner.



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In the event of cancellation of the project by the client, ownership of all copyrights and the original artwork shall be returned and retained by the Belgrin.

Website design post launch - completion alterations

Once web design is complete, Belgrin will provide the customer with the opportunity to review the resulting work. Belgrin will make one set of minor changes at no extra cost within 14 days of the start of the review period. Review period commences on the day of launch. Minor changes include small text changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Belgrin by e-mail and confirmed in writing. Belgrin will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period. An hourly fee of \$200 plus gst is payable after this time for tweaks and amendments.

Confidentiality

It is agreed that employees of Belgrin 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".

Late payments & Default

Accounts which are not paid within 7 days of the due date of invoice will incur a late administration fee of \$50 plus gst. Accounts which remain outstanding for 14 days after the due date of invoice will incur an additional late payment fee equivalent to 5% of the project costs for each week payment is outstanding.

Belgrin shall consider an account in default, unless prior arrangements have been made. Belgrin shall, at its sole discretion, suspend any and all services provided to the client by Belgrin or its subsidiaries (including but not limited to hosting, websites, concepts, artwork, PR content, social media content and email) and employ debt collection measures until the total outstanding balance has been paid in full. This includes any and all unpaid monies due for services ordered, including, but not limited to design, PR, social media, hosting, domain registration, search engine submission, maintenance, sub-contractors, printers, photographers and libraries plus bank interest calculated daily for each day payment is overdue.

Suspension of such services does not relieve the client of their obligation to pay the due amount. Files will be removed including websites and held until payment is made or for 30 days until the client has paid for their invoices in full.

"The Client" whose account is in default shall agree to pay Belgrin all legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Belgrin retains all copyright for work performed until full project costs have been paid. Belgrin reserves the right to reuse or resell work undertaken in the case of payment default.

Belgrin accepts no liability or responsibility for loss of income or damage to the "The Client" for work removed from third party servers, as a result of non-payment and "The Client" will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.



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Guarantee Of Directors

“The Client” acknowledge that Belgrin has entered into this agreement at the request of the Guarantors. The Guarantors hereby guarantee and indemnify Belgrin the due and punctual performance of the obligations of “The Client” owed by “The Client” to Belgrin under this Agreement. Without limiting the generality of clause the Guarantors acknowledge and agree that:

- (a) this Guarantee shall be a continuing Guarantee and shall not be determined by the death of any Guarantor or, in the case where the Guarantor is a company, by its liquidation;
- (b) all payments received by Belgrin shall be taken as payments in gross and the Guarantors’ rights to be subrogated in respect thereof shall not arise until Belgrin has received the full amount of Client’s indebtedness to Belgrin or the fully and proper performance of “The Client’s” obligations owed to Belgrin;
- (c) no time or other indulgence granted to “The Client” nor any variation in the terms of any contract, agreement or arrangement between Belgrin and “The Client” nor the release by Belgrin of any guarantee of security held by Belgrin shall in any way affect the liability of the Guarantor and that as between Belgrin and the Guarantor no cheque, bill of exchange or promissory note received by Belgrin in respect of “The Client’s” indebtedness to it shall be regarded as whole or part satisfaction of the obligations in respect of which it is given unless and until the same shall have been met;
- (d) the discharge, extinguishment or postponement by bankruptcy, operation of law, act of parties or otherwise of any part of the indebtedness of “The Client” shall not impair or affect the liability of the Guarantor hereunder;
- (e) if any payment made to Belgrin by or on behalf of “The Client” or the Guarantor shall subsequently be avoided by any statutory provision or otherwise howsoever such payment shall be deemed not to have discharged the Guarantor’s liability and in such event Belgrin and the Guarantor shall be restored to the position in which they would have been if such payment had not been made; and
- (f) Belgrin shall be entitled to recover from the Guarantor without first taking any steps or proceedings against “The Client”.

Amendments to these Terms and Conditions

All and any amendments to the terms and conditions outlined in this document must be provided in writing by “The Client” and signed by an authorised representative of Belgrin prior to the commencement of work outlined in this submission.

Freelance contractors and confidentiality

All contractors employed by Belgrin are held to a strict confidentiality and non-disclosure agreement. Contractors of Belgrin are also bound by a strictly enforced non-solicitation agreement for a period of 36 months after the conclusion of their work with Belgrin. If this was to be breached by the contractor, Belgrin will take swift and repertory measures to ensure the “The Client” is made aware that the contractor in question is no longer a representative of Belgrin and acting independently. Furthermore the unlawful contractor will be prosecuted through legal channels to the full extent of the law in such cases.



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Belgrin aims for complete security of our clients and if we select contractors it is based upon previous work, references, and global checks with previous employers, as well as compliance with strict Belgrin guidelines of professional behaviour and ethics.

Disclaimer

Graphic design, website design, PR, strategy, social media and marketing are all highly creative and subjective art forms. As such, Belgrin takes every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however Belgrin cannot be held responsible for variations between expectation and outcome.

All information contained in these terms and conditions are intended for general information purposes only. We try to keep this information up-to-date and ensure that it is correct, however, we make no guarantees of any kind.

Company Name in Full

ABN

ACN

Name of client

Signature of client

Date

Signature of Witness

Name of Witness



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