



ABN: 50253506581

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## **TERMS AND CONDITIONS.**

All work is carried out by Cariboo Design on the understanding that the client has agreed to the following terms and conditions.

These Terms and Conditions are subject to change.

### **Copyright.**

Draft images will be watermarked, and as such are protected by Copyright Law.

Watermarks will not be present in final approved artwork.

Draft images may not be used for any other purpose than viewing. They may not be copied, edited or distributed to any other person or company, other than those directly in negotiation with Cariboo Design without prior permission from Cariboo Design. The client is not to use any design material, concepts, artwork given during project or recreate these artwork and concepts until the full amount owing for the project has been paid.

All artwork produced by Cariboo Design on behalf for the client will remain as the property of Cariboo Design until the complete payment for the project has been received. After that moment, the delivered final product and its full copyright, including artwork in any previously agreed format, will be of the exclusive property of the client, unless otherwise stated or agreed in writing.

The working files used to create that artwork are not provided to clients at any time, unless prior arrangements have been made. Copyright of all draft designs, artwork, graphics and Intellectual Property other than final artwork produced by Cariboo Design remains the property of Cariboo Design, unless otherwise stated or agreed in writing.

### **Copyrights and Trademarks supplied to Cariboo Design.**

By supplying text, images and other data for inclusion in a clients project, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Drafts or proofs are sent for approval, for both design and content, including the possibility of typographical errors. It is the clients responsibility to check that there are no errors, and if so, corrections must be advised in writing.

It is expected that all text supplied has been checked for typographical and grammatical errors, and has been approved by all parties that will have a final say in the sign-off of any items produced.

Additional expenses may be incurred for any necessary action.

### **Cost Estimates (Quotes) and Proposals**

Cariboo Design may submit project proposals and quotes to the client based on the requirements supplied by the client. Specifications proposed and development costs quoted are based on our interpretation of the details supplied by the client. These costs are subject to change once the final requirements of the project are known or if the initial requirements supplied at the time of quoting were to change.

Any written quotes provided are valid for 30 days.

### **Payments**

Cariboo Design requires a deposit payment prior to any work been carried out:

-25% upfront payment required for selected projects if the total cost of the project is greater than \$1,000. Balance on delivery.

-100% upfront payment required if the total cost of the project is less than \$1,000.

Cariboo Design will not schedule or start any work on a project until the necessary upfront payments are received.

Immediately after accepting a quote, the client will receive an invoice for the upfront payment.

All invoices supplied by Cariboo Design are due in 14 days from the date of the invoice unless otherwise stated on the invoice.



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## **Multimedia Production**

When developing multimedia products Cariboo Design will provide visuals of the final product for your approval. The client is required to approve or suggest modifications to these visuals as a guide of the look and feel of the design and layout prior to start production of the working version of the multimedia product. Changes to design or layout once production has started may incur additional charges.

Please note that the visuals may not match the final working version of the multimedia product exactly. This is due to the visual being a static image (JPG, TIFF, GIF, PNG, PSD) and final multimedia product will be built using other programs.

## **Cancellation of Project**

Cancelling the project after approval of the quote may result in part or full payment based on the level of completion at the time of cancellation.

## **Alterations**

The client agrees that changes, additions and alterations requested over and above the original brief will be liable to additional charges. If changes are gradually required, additional charges may not be indicated at the time, as each small change is often digested and where possible can be absorbed. But, if a client continues to change the brief, require additional inclusions, alterations etc, this will impact the projects completion time and extra charges will be applied. Corrections, changes to layout, replacement of minor text or images are normally included with any artwork charges, but adding additional content after the initial brief can sometimes add significantly to design time and therefore artwork charges.

## **Repairs**

If a client or an operator assigned by the client (other than Cariboo Design) has been given permission to edit or modify an artwork, in any format, developed or modified by Cariboo Design, the client will be responsible for extra charge if they require Cariboo Design to repair the product to a functional state.

## **Third Party Suppliers**

Cariboo Design may use third party suppliers for services such as music production. Cariboo Design will manage development with any third party suppliers.