

# PROJECT TERMS AND CONDITIONS

**Last updated:** 1 May 2019

These project terms and conditions are part of the contract you enter into when you engage 4Words. Please read them through carefully and get in touch if you have any questions – 33 6 74 44 17 34 or [mary@4words.fr](mailto:mary@4words.fr)

These Terms and Conditions apply to all work provided by: Mary Cameron

Trading as: 4Words

ABN: 40 436 832 918

## 1. DEFINITIONS

“You” is the client, your employees and agents.

“We”, “Us” and “Our” is 4Words, its employees and agents.

## 2. QUOTES AND PROPOSALS

1.1. All quotes and proposals are valid for 14 days from submission date.

1.2. All quotes include:

1.2.1. Two rounds of revisions at no extra charge.

1.2.2. Additional charges, at a rate of \$100 per hour, will be charged for any additional revisions or proofreading outside of the proposal scope.

1.3. You have maximum of **14 days to respond with revisions** from submission of first draft.

1.4. Additional charges, at a rate of \$100 per hour, will be charged for any additional revisions or proofreading supplied after the 14 day revision period.

1.5. This quote does not include (unless specifically stated):

1.5.1. Liaison with other agents such as graphic designers or web developers.

1.5.2. Meetings outside of the initial creative brief.

1.5.3. Travel time for onsite meetings.

## 2. DEPOSITS

- 2.1. A non-refundable deposit of **50% of the total amount quoted** is required on approval of quote before work can begin.
- 2.2. Where the amount is **less than \$500, the full amount is required** on approval of quote before work can begin.
- 2.3. The deposit invoice must be paid before any project work can begin.

## 3. PAYMENT

- 3.1. The final invoice will be **issued 14 days after the first full draft is sent to 'the client'** or when final sign off is given (whichever occurs first).
- 3.2. Payment terms are **14 days from the date** on your invoice.
- 3.3. 4Words reserves the right to charge you interest on overdue accounts at a rate of **10% for the first 21 days overdue** and 20% thereafter.
- 3.4. If we engage a third party organisation to recover your debt, you are responsible for paying the additional costs involved, including any legal expenses.
- 3.5. You can pay via bank transfer.
- 3.6. If your project is urgent and requires a first-draft turnaround of less than **48 hours / 2 working days**, a rush loading of 25% will apply.
- 3.7. Any costs additional to the Services ordered (including couriers, other media and travel costs) are in addition to the amount quoted and shall be charged to 'the Client' as required. These costs will be itemised separately in the invoice.

## 4. FACE TO FACE MEETINGS

- 4.1. Additional face-to-face meetings can be added to the project at your request.
- 4.2. Face to face meetings will be charged at our hourly rate of \$100, and will include any necessary travel time.
- 4.3. Meetings must be cancelled at least 24 hours before – or the full charge of the meeting will be added to your final invoice.

## **5. CHANGES IN SCOPE**

- 5.1. Any modifications to the original project brief during the course of execution will render the provided quotation invalid.
- 5.2. Additional fees/charges may be applied to cover time and expenses required to complete any new work.
- 5.3. The new quote will need to be approved and revised deposit paid before work can restart.

## **6. TIMEFRAMES**

- 6.1. We endeavour to deliver all work by the agreed deadline. However circumstances beyond our control, including major illness or family emergencies may prevent us from getting work to you on time.
- 6.2. We will inform you within two business days if there are any timeframe issues.
- 6.3. Unless otherwise agreed you will provide information and amends to us within seven days.
- 6.4. If we are unable to complete work because we have not received information from you, we will continue the project at our next opportunity. This may affect your overall timeline.

## **7. COMMUNICATION**

- 7.1. You are asked to nominate one primary contact for all revisions and contact throughout the project.
- 7.2. If you do not communicate with us for 30 days, the project will be deemed closed and any final amount owing will be billed.

## **8. CONFIDENTIALITY**

- 8.1. If we've signed a separate confidentiality agreement or Non-Disclosure agreement with you, then that agreement takes precedence.
- 8.2. We won't disclose any information that you indicate is confidential.

- 8.3. You agree not to disclose any information about our pricing structure or project documents.
- 8.4. Mary Cameron reserves the right to use 'the Client' projects for her own promotional use unless a Non-Disclosure Agreement precluding this has been signed.
- 8.5. Mary Cameron may approach 'the Client' for a testimonial after the project is completed to their satisfaction, although provision of the testimonial is not obligatory.
- 8.6. We reserve the right to refer to this project and 4Words, and to use your logo and content for promotional or educational purposes.

## **9. TERMINATION**

- 9.1. 'The Client' may terminate the job at any time via email.
- 9.2. If 'the Client' terminates the job, 4Words will invoice for the total stage in progress at the minimum estimated fee.
- 9.3. Mary Cameron may terminate the job at any time via email.
- 9.4. If Mary Cameron terminates the job, 4Words will invoice for the total stage in progress at the minimum estimated fee.

## **10. RISK**

Mary Cameron is not responsible for any delivery delay if the delay or failure to supply is caused by matters beyond reasonable control including, without limitation:

- Acts of God
- Power failure
- Equipment failure

## **11. COPYRIGHT**

- 1.1. You gain full copyright and intellectual property rights for any work delivered by 4Words when you complete the final payment.
- 1.2. Until final payment is received 4Words retains the intellectual property for all work delivered.

## 12. CLAIMS AND LIABILITIES

- 12.1. We endeavour to ensure that our work doesn't infringe on any copyright or other right of a third party.
- 12.2. We **are not liable in any way** for any direct, indirect, incidental, special or consequential losses or damages resulting from use of services including but not limited to: loss of data and other intangibles; costs or damages resulting from or related to any services purchased or obtained; resulting from unauthorised access to, or alteration of your transmissions or data.
- 12.3. You agree to indemnify and to hold us harmless against any and all claims, costs, and expenses, including solicitors fees, due to materials included in any work undertaken at your request.
- 12.4. All materials provided by you are assumed to be legal and accurate.
- 12.5. You are responsible for checking the factual accuracy of the content for this project.
- 12.6. We work hard to ensure our work is free from errors, but we don't offer an error free guarantee. You are responsible for final approval.
- 12.7. Mary Cameron takes no responsibility for the material and how it is used once you have approved the final draft.
- 12.8. If you wish to make a claim about incorrect performance or breach of these Terms and Conditions you must send it, in writing, to Mary Cameron within **six months of delivery**.
- 12.9. Any imposed liability shall be limited to resupply of information or services.

## 13. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions.

They shall be governed by Australian law, and the parties hereby agree to submit themselves to the exclusive jurisdiction of Australian Courts.