



## 2018 - 2019 TERMS AND CONDITIONS

### Copyright and publication

I accept material for printing and/or publication on the basis that those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing me indemnify me accordingly. You, the client acknowledges and is responsible for ensuring supplied properties (i.e. logos, images, text etc.) will not violate any law or regulations or infringe upon or violate the copyright, trademark, or other proprietary right(s) or confidential information of any third party, or violate any right of privacy.

### Proofing

Proofs of work may be submitted for your approval. I shall incur no liability for any errors not corrected by the customer in proofs so submitted. Alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the our judgement, changes therefrom made by the customer shall also be charged extra.

### Payment

I may require payment in advance before providing any goods or services. A deposit may be required from any client before any work is carried out. Likewise, if a project is large or deemed to be of significant duration then interim payments may be required. Where I have agreed credit terms for you our invoices are due for payment 14 days from their date. I reserve the right to charge for costs and expenses incurred in recovering late payment. Any dispute regarding an invoice should be brought to my attention in writing within 10 days of receipt, failing which the invoice will be assumed as accepted.

### Non- completion of services

Where you instruct us to undertake any service, you will be responsible for my costs in providing that service whether or not it proceeds to its conclusion.

### Compatibility

I will endeavor to have site that I produce work effectively on different platforms and browsers however I cannot guarantee websites will function correctly on all browsers and platforms considering the large volume of these that are available.

### Quotations and costs

My quotes are valid as specified. Any advance payments are due immediately, with the remainder due within 14 days or on project completion for any other work. Any outside costs incurred (for example: travel, photography, stock imagery, delivery and couriers). Where outside costs are incurred, I reserve the right add margins as I see fit.

My amends rate is \$100/hour + GST for the 2018-2019 financial year. All freelance work is charged in 15 minute increments. Any work outside an agreed list of deliverables, in the absence of a quote or due to author's changes is charged at this rate.

I will provide you with estimated timescale for progress and completion of work and will use reasonable endeavors to meet those timescales (as long as you perform your obligations promptly). Any quoted dates or times are our best estimates only and I cannot guarantee that they will be met.

### Copyright

Katharine Morgan (Katharine Morgan Design) retains the right to all copyright and intellectual property relating to any artwork and creative concepts or ideas until payment in full is made, but retains the copyright and ownership of the actual digital files themselves unless otherwise agreed or a release fee is paid.

Katharine Morgan (Katharine Morgan Design) is at all times the copyright owner of all native and editable digital files that we create from conception and are stored on our system. Such as: InDesign, illustrator, Photoshop and other native software formats.

Any original website code is also copyright to me. Katharine Morgan (Katharine Morgan Design) is the owner of any unused creative output, all unused options, drafts, ideas and electronic artwork created on behalf of the client e.g.; logo designs that don't get used by you, still belong to me. The client shall be the owner of the actual end product/collateral and content. (i.e. the final idea used, a printed brochure, any produced physical item, actual logo in use on actual collateral, a live website and content contained).

Should I present to you an original idea or design etc and you or another designer use the concept in a similar or identifiable way, without paying for our work, advice or intellectual property or a copyright transfer, this is strictly against my terms. You will either be invoiced for the use or legal action (hopefully not) may be taken to stop you using it.

Katharine Morgan (Katharine Morgan Design) is opposed to "free pitching" (see [agda.com.au](http://agda.com.au) for more detail). Katharine Morgan (Katharine Morgan Design) will not do work or present ideas for free, in order to show you or present an idea or when pitching in competition with another design firm. A price must be agreed upon before I spend my time on any work undertaken at your request. The general release of electronic files to the client is at the discretion of the Katharine Morgan and more often than not, will be freely given for your use but Katharine Morgan (Katharine Morgan Design) still retains the copyright ownership to the digital file itself. Should you give my file to another designer without my permission, this is in breach of my terms.

### Use of 3rd party contractor

I may, as your agent, directly or through an intermediary ask another contractor ("Third Party Contractor") to carry out some or all of any work which you instruct me to carry out for you. I shall pay the charges of Third Party Contractors on your behalf and recharge them to you with my own fees. I will take all reasonable care in selecting and instructing a Third Party Contractor. However, I have no control over the activities of a Third Party Contractor and therefore accept no responsibility for the services provided to you by that Third Party Contractor or for any errors or omissions in its work or products. An upfront payment may be required for any Third Party Contractor work.

### Use of 3rd party apps/plugins

I will as your agent do my best to ensure the performance of 3rd party apps and plugins but inevitably it is outside of my control.

### KATHARINE MORGAN

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