

PROTEUSMEDIA Terms of Business



1. Unless by alternative agreement with us these must be considered the terms of business of ProteusMedia, herein after referred to as "the Studio". Please read carefully. We will be happy to explain if there is anything you do not fully understand.

2. Quotes. Quotes are based on comprehensive design briefs written and approved before design work commences. This will ensure clarity of communication, the ability to meet deadlines and costly mistakes avoided. Where verbal instructions only are received from the client the studio shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.

3. Estimates. The Studio issues Estimates subject to revision due to suppliers increased charges or changes in a client's specifications or brief in the course of production. Estimates are based on the current cost of production, labour and materials. Estimates exceeding 30 days are subject to amendment. The Studio reserves the right to invoice clients for progress payments where completion of a commission exceeds a normal and reasonable period of progress from design or layout to completion of artwork or printing.

Data entry is available at an additional cost.

4. For all creative design and artwork produced, the Studio charges the prevailing studio rates within Melbourne at the time the work is produced between \$60.00 and \$100.00 per hour.

5. For any external work necessary including Finished Artwork, Photography, Typesetting and Printing, hosting, etc, the Studio will invoice at cost plus commission.

6. Copyright & Ownership. Presentations and the concepts contained therein, designs, digital design, typesetting, illustrations, finished art, film, plates, tapes and all associated visual or audio material remain the property of the Studio. Copyright is vested in the Studio. The payment of a fee for a proposal or presentation is reimbursement for executive costs only and is not in consideration for the use of the idea, graphics or technique. When payment of a fee is made in consideration for the use of the idea, graphics, or technique, proposed copyright remains with the Studio unless otherwise mutually agreed.

7. Official Orders. The Studio requires an official order (purchase order) or written confirmation for all goods and services prior to commissioning such supplies. The official orders should be received as soon as possible. Following the reception of the purchase order by the studio a quote will be forwarded to the client. The quote will need to be confirmed by signature and returned to the studio before work can be commenced.

8. Invoicing. Payment of our invoices is due 15 days from the date of invoice, except for the following:

- (a) Printing and Film Costs
- (b) Distribution Costs
- (c) Advertising Placement Costs

(d) Photography. Payment of photography including 5 sites at \$60.00

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per site plus 40.00 petrol and 20.00 parking. Must be paid on acceptance of the quote. The client will be invoiced for this portion of the work payment will be required prior to the work being undertaken.

9. Cancellation Fees. When work is carried out against a client brief, which is not progressed, the Studio will invoice the costs incurred in progressing the work up to the point of cancellation. This includes the fees for photography and the design of the Advertisement.

10. Repeat Fees. If a campaign, graphics, photography is run a second time, substantially utilising the technique and mechanics of our originally executed recommendation then the Studio will invoice a repeat fee which will be 50% of the original fee. In the case of Designs \$100.00 per repeated advertisement.

11. All orders are executed on the client's behalf according to the terms of business laid down by the Studio's suppliers and clients are to be considered bound by these terms.

12. Preliminary Work. Work produced, whether experimentally or otherwise at client's request will be charged for.

13. Proofs. Author's corrections on and after first proof, including alterations in style, will be charged extra \$30.00 per alteration request. Proofs of all work may be submitted for client's approval and no responsibility will be accepted for any errors in proofs which have been approved by the client and returned to us. In cases where the client is not able to proof material and/or requests that the Studio proof the material on behalf of the client, the Studio will exercise due care but will not accept responsibility for any errors.

14. Expediated Delivery. Should delivery of the work be required sooner than the normal time requisite for its proper production, every effort will be made to prevent defects, but reasonable allowances must be made by the client in such cases. Should such delivery necessitate overtime being worked or other additional cost being incurred, a charge will be made to cover the increased cost.

15. Quantity Delivery. Every endeavour will be made to deliver the correct quantity ordered but, owing to the difficulty of producing exact quantities, quotations are conditional upon a margin of 10% being allowed for overs or shortage, the same to be charged for or deducted on a material cost basis.

16. Standing Matter and Printers' Materials. Artwork and data may be deleted from the system and/or lithographic or other work effaced immediately after the order is executed, unless written arrangements are made to the contrary.

17. Client's Property. When supplied to the Studio, client's property will be held at the client's risk. Every care will be taken to secure the best results where materials are supplied, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

18. Loss or Damage. The Studio accepts no responsibility for loss or damage to artwork, photographs, transparencies and such material

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taken by the Studio.

19. Consequential Loss. Responsibility will not be accepted for consequential loss or damage occasioned by delay in delivery.

20. Force Majeure. Every effort will be made to carry out any contract based on an estimate, but the due performance of it is subject to variation for cancellation owing to an Act of God, War, Strikes, Lockout, Fire, Flood, Drought or any other cause beyond control, or owing to inability to procure materials or articles except at increased prices due to any foregoing causes.

21. Cost Variation. Estimates are based on the current cost of production (materials, working hours and wages), and are subject to amendment on or after acceptance to meet any recognised rise or fall of such cost.

22. Photography. The Studio will retain all negatives of black and white, colour and digital photographs on a client's behalf. All prints for reproduction must be commissioned from the Studio (to ensure a high standard of print

quality is delivered from our photography). Otherwise photographs fees are calculated on the basis of the prevailing service fees (\$60.00 per site) plus cost (Petrol costs per five sites \$40.00 plus \$20.00 parking) of materials, props, contact prints, out-of-pocket expenses and model fees where applicable.

The Studio executes, on the client's behalf, the normal model release forms. This covers the majority of risks generally recognised. The Studio accepts no responsibility for proceedings arising from the use of photography by clients.

When colour photography is commissioned the Studio undertakes to sell to clients the transparency rights or negative rights for the one particular photograph used. Duplicates or similar transparencies where available, will be made available at rates to be agreed. Charges and fees will be made at the different rates for colour on the same basis as black and white photography. Mounting, retouching, or other forms of presentation will be carried out only at a client's request and will be charged for.

23. WEB SITES. The Studio will retain all original files on the client's behalf. Otherwise photographs fees are calculated on the basis of the prevailing service fees (\$60.00 per site) plus cost (Petrol costs per five sites \$40.00 plus \$20.00 parking) of materials, props, contact prints, out-of-pocket expenses and model fees where applicable.

(b)Website contracts will be signed on the Studio documents by the studio representative and the representative of the business being engaged for a website development. The business will then be issued an invoice on the studios documents to be paid immediately or as agreed on the contract. Contracts and Invoices will be supplied as copies to to the Client.

(c)Payments. Payments by the client (legal business representative) being engaged will be made by cheque and crossed not negotiable or by EFT. All payments are to be made to the studio. The studio take no responsi-

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bility for payments not being made to the studio and will consider this as a non binding transaction.

(d)Infrastructure. All infrastucture must be paid with all initial funds received

from the client. If the funds are not sufficient to cover all infrastructure costs the studio will purchase on behalf of the client all services purchasable but not exceeding the funds supplied.

24. Settlement of Accounts. All accounts with the Studio will be settled in full within fifteen days from the date of invoice. The Studio reserves the right to add a surcharge of 10% of the next amount overdue beyond a 30 day credit period per month on the total amount outstanding. All payments should be made by cheque and crossed not negotiable or by EFT.

25. Failure to settle Accounts . The studio reserves the right to add all material costs including hourly rates for administrative costs arising from efforts made to conclude outstanding account. All Charges and fees related to legal action taken by the studio to settle outstanding accounts will be charged to the amount overdue.