



Schedule 1: Fees

SERVICE	DESCRIPTION	FEE
Briefings, meetings, brainstorming, IN PERSON.	Duration of meeting and travel to and from.	\$32.50 per quarter hour + GST plus expenses. Drop tools urgent response, or after hours, weekends, public holidays: +25%. Standard working hours are Mon-Fri 9.00-5pm.
Briefings, meetings, brainstorming VIA EMAIL, ZOOM, FACETIME OR TELEPHONE	Duration of the meeting.	\$32.50 per quarter hour + GST thereafter. Drop tools urgent response, or after hours, weekends, public holidays: +25%. Standard working hours are Mon-Fri 9.00-5pm.
Design	Planning, design time, roughs, sketches, ideas and concepts.	Standard: \$130.00 per hour + GST chargeable by the quarter hour. Drop tools urgent response, or after hours, weekends, public holidays: +25%. Standard working hours are Mon-Fri 9.00-5pm.
Finished Art	Following approval, the time taken to prepare final artwork to the Client's or third party supplier specifications.	Standard: \$130.00 per hour + GST chargeable by the quarter hour. Drop tools urgent response, or after hours, weekends, public holidays: +25%. Standard working hours are Mon-Fri 9.00-5pm.
Website Development and Digital Design (Social Media, Google Analytics, Google Search Console, Google Business)	Planning, design, development, uploading, testing.	Standard: \$130.00 per hour + GST chargeable by the quarter hour. Drop tools urgent response, or after hours, weekends, public holidays: +25%. Standard working hours are Mon-Fri 9.00-5pm.
Advanced Custom Coding	Customised PHP, forms, javascript, etc.	Price on request/requirement.
Communications	All correspondence between the Designer, the Client, any third parties pertaining to the project (excluding production management), including e-mails, telephone/skype/facetime calls, sourcing quotes and other administration costs.	\$32.50 per quarter hour + GST with a minimum of \$32.50 + GST per each job briefed. Drop tools urgent response, or after hours, weekends, public holidays: +25%. Standard working hours are Mon-Fri 9.00-5pm.
Postage and Couriers	Courier deliveries, Express Post and/or standard post to and from 3rd party suppliers and/or The Client	Cost + 20%
Upload finished art to dropbox for client archives (DVD's are not supplied).	Refer to terms of trade and service.	\$32.50 per quarter hour + GST Drop tools urgent response, or after hours, weekends, public holidays: +25%. Standard working hours are Mon-Fri 9.00-5pm.
Roughs/Layouts/Mock-ups/Proofs	Stock, materials, printing and other related consumables for the production of roughs, layouts, mock-ups and/or proofs for presentation to The Client and/or third party suppliers.	Varies. Quote upon request.
Printing and Production Management	Third party quotes are provided from reliable suppliers who offer quality, value for money and good service. Quotes are subject to variation if the parameters of the brief change, or if circumstances outside of our control occur. This covers basic production management, unless otherwise stated/quoted (for more complex projects). IMPORTANT NOTE: Client's Preferred Supplier If The Client chooses to utilise the services of, and/or pay directly a preferred supplier, responsibility for the quality, accuracy and delivery remains with The Client - no responsibility will be undertaken by the Designer, even if the Client requests that the Designer oversee production, or liaise on the Client's behalf (for which an additional production management fee will be applicable with fees charged by the hour).	20% handling fee, with a minimum of \$65.00 + GST
Stock Photography	Stock photography is subject to very specific rights management terms and conditions which vary dependant upon the use and reproduction quantity. Stock images are licensed solely for use by Julie McCoy and cannot be transferred to The Client, other than being contained within finished art, in accordance with the user agreement.	Cost price, converted to AU\$ plus 20% handling fee.
Photography Direction	Includes time selecting location, props, talent, stylists, etc., travel to and from the location, setting up the photo shoot, directing the photo shoot, clean up, and liaising with the photographer on post production.	Standard: \$130.00 per hour + GST chargeable by the quarter hour. Drop tools urgent response, or after hours, weekends, public holidays: +25%. Standard working hours are Mon-Fri 9.00-5pm.
Third Party Outlays	All third party purchases on behalf of The Client.	20% handling fee, with a minimum of \$65.00 + GST

STUBBORNCREATIVE.COM.AU

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Terms of Trade and Service January 2023. Julie McCombe t/as Stubborn Creative, McCoy Design and Julie McCoy Graphic Designer ABN 89 018 872 576.

Terms and Conditions of Trade and Service.

1. DEFINITIONS

"the Designer" shall mean Julie McCombe trading as Stubborn Creative, McCoy Design and Julie McCoy Graphic Design.

"the Client" shall mean the Client or any person acting on behalf of the Client.

"Work"/"Works" means any and all works or projects created or managed by the Designer.

2. COMMENCEMENT

Commencement of work is subject to the signed approval of these terms and conditions of trade and service and may require a deposit (see section 4).

3. REMUNERATION

- The Client will pay the Designer for all fees in the manner set out in the Fees Schedule attached or per the estimate provided.
- Where an up-front payment is required before commencement of works, the Client will be issued a proforma invoice. The payment is non-refundable.
- The Client will reimburse the Designer for such out-of-pocket expenses incurred by the Designer in the course of providing the Services.

4. PAYMENT TERMS

Design fees are charged by the hour, plus any other related costs (see Schedule 1: Fees) unless stated otherwise on an Estimate. Estimates are valid for 30 days only and are subject to change if the scope of the brief is modified (see section 5).

- EXISTING CLIENTS** with a good credit history: payment is required strictly seven days from date of invoice. Invoices are issued upon completion/approval of the project (with the exception of new web development projects (see section 4b)). The Client agrees to pay the Designer within the agreed payment terms.
- NEW CLIENTS (AUSTRALIA) & WEB DEVELOPMENT PROJECTS:** An estimate will be provided and when written approval has been received by the Designer, we will provide a proforma invoice for a 50% deposit, payable prior to commencement. The balance is due upon completion of the project or by progress payments if the Client delays the project beyond four weeks (see Section 6).
- INTERNATIONAL CLIENTS:** Payment in advance. A proforma invoice will be issued, and payment is required in full by direct deposit or via PayPal to julie@stubborncreative.com.au.
- DROP TOOLS PRIORITY SERVICE:** Standard business hours are Monday to Friday, 9:00am to 5:00pm. Urgent projects or projects requiring action on weekends or public holidays incur additional fees and are subject to availability (see Schedule 1: Fees).
- PAYMENT METHOD:** Invoices include online payment options (Stripe) and direct debit details. PayPal payments: use the email julie@stubborncreative.com.au

5. EXPANSION OF THE SCOPE OF WORK

Work falling outside the scope of the services initially briefed by the Client, either verbally or in writing, will incur additional charges. Work falling outside of the scope of the Services includes, but is not limited to:

- additions to the list of Works;
- alterations to text supplied by the Client for use in the Works;
- additional drafts required in the provision of the Services;
- changes to the Client's instructions or the brief;
- changes to any of the Works after the delivery date;
- additional consultations; and
- conversion, adjustment or manipulation of images;

6. DELAYED OR CANCELLED PROJECTS

If the Client delays a project beyond four calendar weeks, the Client agrees to pay the Designer for all amounts accrued and owing according to the Designer's fee schedule.

If the Client cancels the project, the Designer shall be compensated for the services performed to the date of termination. The Client shall pay all expenses, fees, and additional costs incurred up to the date of cancellation. The Designer shall not be liable for any loss or damage whatsoever arising from such cancellation.

7. RETRIEVAL OF WORK

- The Designer retains electronic archives of completed Works for a period of no longer than five years.
- If the Client requests retrieval and delivery of the archived Works, then the Client must pay the Designer a service charge for those services;
- To the fullest extent permitted by law, the Designer accepts no liability for any loss or damage that may occur to archived work.

8. THE CLIENT'S RESPONSIBILITIES

- the Client will provide the Designer with a clear and concise brief of written instructions to allow the Designer to perform the Services.
- the Client will exercise control over the Works. The Designer will exercise reasonable care, honesty and diligence in providing the Services. The Client nonetheless warrants that it is responsible for ensuring that the Works are not contrary to law, including without limitation:
 - ensuring that the Works do not infringe the copyright or moral right of any person in relation to any material the Client has provided to the Designer;
 - ensuring that the Works do not infringe the trademark rights of any person, including without limitation the undertaking of trademark searches;
 - ensuring that the Works are not by law defamatory of any person;
 - ensuring that the Works are not obscene, blasphemous, offensive or discriminatory; and
 - ensuring that the Works do not constitute conduct that is in breach of the provisions of the Competitions and Consumer Act 2010 (Cth) or that gives rise to an action in passing off, including without limitation the undertaking of trade practices clearances where appropriate;
- the Client must ensure that all statements purporting to be facts in the Works are true and correct and that no advice or instructions in the Works will if followed or implemented by any person, cause loss, damage or injury to them or any other person;
- the Client will use and publish the Works at its own risk.
- the Client will indemnify the Designer against all claims arising from the Designer's use of any information or documents supplied by the Client or for any act or thing done by the Designer on the Client's instructions or with the Client's approval.
- THE CLIENT IS RESPONSIBLE FOR UNDERTAKING INTELLECTUAL PROPERTY TRADEMARK SEARCHES REGISTRATION** of intellectual property designed by the Designer on behalf of the Client. The Designer recommends that the Client apply to register their intellectual property with IP Australia prior to use.

- the Client is responsible for proofreading. If the Client has approved artwork, but errors remain in the finished product, such as typographic errors or misspellings, the Client shall incur the cost of correcting such errors.
- the Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, such as, but not limited to, photography, stock photography and stock illustrations.
- If the Client chooses to utilise the services of (and pay directly to) a preferred third-party supplier, the responsibility for quality, accuracy and delivery remains with the Client. NO responsibility will be taken by the Designer, even if the Client requests that the Designer oversee production or liaise on the Client's behalf for which fees will apply (see Schedule 1: Fees).

9. COPYRIGHT

- The ownership of copyright in all Works produced by the Designer which are not ultimately used remains with the Designer. The Designer also retains copyright in the following:
 - draft concepts;
 - working notes and any other internal written materials;
 - preliminary drafts, drawings, illustrations, photographs, and designs;
 - preliminary electronic works including without limitation website drafts, source code development tools, programs, multimedia applications and programmers' notes;
 - draft videos, sound recordings, outtakes, storyboards, scripts, screenplays, and character lists;
 - designs which the Client rejects; and
 - source files, source code, website framework and layout.
- Once the Client pays the Designer's Fees in full, the Designer will licence to the Client copyright in the Works, limited to the purpose and media described in the Services set out in the initial brief (refer. 8a).

The Designer's Fee includes a limited licence of copyright. If the Client requires a more encompassing licence or assignment, this must be the subject of further negotiations between the Client and Designer. An assignment of copyright will only be granted if the Designer provides this in writing.

- In all other respects, the Designer retains copyright and all other intellectual property and moral rights (including without limitation the right of adaptation) in the Works.
- LOGO DESIGN:** Upon receipt of payment, the Designer reassigns full copyright ownership of the final, approved logo design to the Client for the specific purpose for which the design was created only. This granting of copyright DOES NOT extend to the use of design proposals submitted but not approved by the Client (refer to section 9(a)(i) through to 9(a)(vi)). Moral Rights are reserved (refer to section 10).

10. MORAL RIGHT

All materials in which copyright subsists, produced by the Designer in the course of providing the Services, the Client agrees that it will not engage in acts or omissions that are contrary to any of the present or future moral rights of the Designer under Part IX of the Copyright Act 1968 (Cth).

The Designer retains the moral right to be attributed or credited for the design. The Designer retains the right to use and reproduce the Works for the purposes of:

- promoting the Designer's skills and services, including without limitation the entry of the Works in competitions or design publications relating to professional quality and recognition in the Designer's industry; and
- display of the Works in the Designer's portfolio of work (print and digitally online), including without limitation for the purpose of soliciting new work from third parties.

11. LIABILITY

- The Client acknowledges that the Designer is not responsible for conducting intellectual property searches or registration of intellectual property.
- Although the Designer will take all care in providing the Services, it accepts no liability to the fullest extent of the law regarding:
 - any consequential loss, damage or injury, however it may arise;
 - any punitive, additional or exemplary damages;
- If the Designer is found to be liable for any claims, losses, damages, costs or injuries arising out of this Agreement, the quantum of the sum of all liability or liabilities is strictly limited to the invoiced value of the project pertaining to this agreement.

12. WEB DESIGN AND DEVELOPMENT

The Designer will ensure that any site will function correctly at the time of the website development going "live" when viewed with the current versions of the following internet browsers; Mozilla Firefox, Google Chrome and Apple Safari, unless otherwise agreed in writing.

Any guarantee provided by the Designer for a website is conditional upon the website being hosted on the Designer's reseller program with Thinking Cap Studios, Brisbane, with restricted access to the hosting server or the hosting control panel for the hosting server. A copy of Thinking Cap Studios Hosting Terms of Trade and Service are available upon request.

Any guarantee provided by the Designer for a website is null and void if the Client or any other third party accesses the website via front-end login or accesses the relevant website server via an FTP connection or hosting control panel.

The Designer offers no guarantee of correct functionality with future releases of any internet browser, theme updates or plugin updates. However, the Designer will provide a quote for services to modify the website if possible to cause the site to function correctly.

Where any Client or agent or party acting for or on behalf of the Client causes disruption or error to the website or system, the Designer is not liable, and the Client will be liable for any/all costs associated or incurred with fixing the error or disruption.

Website design and development excludes domain registration, domain renewals, hosting fees, third party fees and renewals (such as themes or plug-ins).

The Designer is not liable to any party including the Client for any indirect, punitive, special, incidental or consequential damage or loss, financial or otherwise, in connection with or arising out of these Terms (including for loss of profits, use, data, or economic advantage), regardless of how it occurs.

The Designer will not be liable for any costs incurred or compensation for loss of earnings due to the site's unavailability, servers, software or any material provided by the Designer or its third-party partners.

A monthly maintenance plan is available for purchase at an additional cost to manage platform, theme, and plugin updates. The maintenance plan is payable monthly, in advance. Hosting and monthly maintenance plans are non-refundable.

13. SOCIAL MEDIA AND GOOGLE BUSINESS LISTINGS

The Designer provides Social Media and Google Business Listing support spanning account creation, graphics and posts on behalf of the Client. The Client is required to proof and approve all content. It is the Client's responsibility to oversee and respond to post comments, reviews and messages. Refer to Sections 8 and 11.