



D I A M O N D
G R A P H I C S

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Diamond Graphics Terms and Conditions

If you do not agree with them, we prefer not to work with you as we believe these to be fair, equitable and reasonable for both sides of contractual obligations. If you have exceptions you wish to discuss, please do so at the beginning of the project. Otherwise, your agreement at the commencement of any project where a deposit amount is paid constitutes full and total agreement with these terms.

Communication With Diamond Graphics:

Diamond Graphics can be reached by telephone from Monday to Friday between 9AM – 5:30PM (Sydney Australia Time) on 0409 773 939 however we do not agree to take any creative direction alterations of scope or another legal or contractual obligation via telephone. All communications that are legally binding must be in writing via email.

The majority of designer/client communication is normally via email this assists all parties to keep track of correspondence. Diamond Graphics will not take design instruction or changes via telephone.

All work requests must be in clear, concise writing, via email or via forms on our website. This means that "The Client" and Diamond Graphics can look back over emails for clarification if needed. Client revisions should be, to avoid any confusion, in a single document or email (if possible), in a legible, easy to understand manner Changes sent through in 10 different emails in a disorganised or hard to understand manner will result in confusion on both sides.

All communication with Diamond Graphics must be in a professional and pleasant manner. Any clients who are threatening or who are bullying while liaising with Diamond Graphics will not be tolerated and Diamond Graphics holds the right to cease communication and break the contract on these terms. Diamond Graphics is providing a service to the client and is not an employee of the client and must be treated this way.

Payment Terms and Conditions:

"The Client" agrees to pay:

- 30% - 50% non-refundable deposit of the quoted amount to commence the design project. (depending on the project)
- Final payment is due on the day of Delivery, Sign Off or Live Date.
- Final artwork will NOT be sent to client until final payment is made.
- Final artwork will be sent to client Monday – Friday 9am – 5pm (Sydney Australia Time)

The project deposit is non-refundable, and if a project is cancelled by *"the client"*, for whatever reason, **the deposit will serve as a cancellation fee**, along with a **prorate payment based upon the time spent if it exceeds 50% of the quoted work**.

In the case of a change of mind by "The Client" this deposit is non-refundable. Diamond Graphics endeavours to provide graphic design services that meet and exceed a client's needs and expectations, but in the event of a "change of mind" by "The Client", the initial 50% deposit is forfeited and acts as a cancellation fee, plus a prorated payment based upon the time spent. The deposit is to ensure Diamond Graphics allocates time in the schedule to create work for "the client".

No final artwork or files will be delivered until final invoices are paid in full. Copyright is not transferred until all invoices are paid in full.

Delivery consists of the following:

- supply of final artwork digital files to client or printer
- via email to nominated email account

Construction files (unused concepts, revision files, fonts, Photoshop layered files, Adobe Illustrator files) remain the property of Diamond Graphics unless otherwise stated or an agreement is made.

Brief and Content:

The brief is single most important document in determining the creative and strategic direction of the project. All aspects of the project must be included in this document. Diamond Graphics takes this information and creates your design from this. The "client" agrees that additional information, changes or additions that are requested after the submission of the brief and commencement of the project over and above the original brief document, will be liable to additional charges of \$ AUD 70 per hour. In some cases the additions are minor and can be absorbed into the project costings, BUT, if a client changes the brief significantly (at Diamond Graphics discretion), this will have a significant impact to the project time-line and completion date. Extra charges will be applied in this case and while we will endeavour to inform you we are not obligated to do so if the brief has change, it is taken as a given by the client that those changes, additions and alterations will be billable at the end of the project. Some 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. Please take time to read the terms and conditions, and take time to:

- prepare a considered, well written brief with all information supplied and in detail
- provide adequate reference material
- denote your style, colours, typographic preferences
- end result goals described in detail.

If a brief is incomplete Diamond Graphics will not be held accountable if the end result is not what was in the mind of the "client". Diamond Graphics cannot be held accountable if "the client" is unhappy with the contents end result. Diamond Graphics cannot emphasise enough to please make sure the content and brief is completely thorough and every aspect of your project answered and considered. We will of course interpret this taking into account our knowledge,

experience, trends and fashion, but the more we know about your business form a visual and stylistically point of view.

Termination of Services Due to Non Payment Clause

Diamond Graphics may discontinue services if an amount payable to Diamond Graphics is overdue by more than 30 days. In any such event, *"The Client"* remains liable for the total cost of the contract including all disbursements; unless otherwise agreed between the parties. If the invoice remains unpaid, copyright on all work remains with Diamond Graphics.

Diamond Graphics can also terminate any project or contract at any time if "The Client" does any of the following:

- Is abusive by nature, rude, harassing or calling the designer names.
- Does not pay any invoices in time or does not provide bank receipts on payment.
- If Diamond Graphics goes into liquidation whether compulsory or voluntary.

Project Duration and Client Response Time

"The client" agrees to provide timely responses to Diamond Graphics after receiving status notifications, work for review or requests for information.

The client shall have 90 days to respond to each draft/request for information submitted. If the client has failed to respond after 90 days, Diamond Graphics will deem the project complete. At such time, Diamond Graphics shall have no further obligation to the client, and the client shall pay Diamond Graphics all fees and expenses associated with the work performed. Diamond Graphics will use all reasonable efforts to meet quoted completion dates. However, if time is not the essence of the Contract and we will not be liable in cases of late reporting, however caused, nor shall lateness be deemed to be a breach of Contract or an act of negligence.

Client Professional Courtesy

Diamond Graphics takes pride in professional courtesy and manners and hope our clients do too. *"The Client"* agrees to behave through all communications in a professional, courteous and respectful manner towards designers at Diamond Graphics. Any actions toward Diamond Graphics deemed by us as disrespectful, unprofessional, abusive, bullying or verbal/written cruelty on the part of *"The Client"* will result in a cancellation of the project and the deposit will serve as a cancellation fee, along with a prorated payment based upon the time spent if it exceeds 50% of the quoted work. All design work will stop immediately.

Actions that will result in cancellation of the project may include: insulting language, profanity, unwarranted criticism of the designer's general ability, disrespectful comments, personal insults, swearing, flaming on social media sites, personal insults, threats not to pay for the work for unwarranted reasons, bullying behaviour toward junior staff and general lack of respect.

Approval of Final Artwork

While Diamond Graphics takes all care to avoid errors, we accept no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. *"The Client"* is to proof read and approve all final copy before the production of artwork. No refunds or reprints are given after a final approved design has gone to print due to oversights by "The Client's" proof reading. All text and content is wholly "The Client's" responsibility. Any damage or loss caused by mistakes in content is solely "The Client's" responsibility and by no means the fault of Diamond Graphics.

Print - Colour Variations

With all printing there may be some colour variations from what you have seen on screen, to what the final product looks like, and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. Diamond Graphics will take no responsibility for colour variations after printing has been completed. Printers must contact Diamond Graphics before printing if they suspect artwork colours are incorrect.

Copyright and Granting of Rights

Diamond Graphics retains full ownership of design concepts and materials it produces in the course of a project. Once a final concept is delivered to a client and full payment for the entire project, unless otherwise stated, is received, the final files will be transferred to the client and they will retain usage and ownership for purposes outlined in the project invoice. Upon full payment, the client shall be granted ownership/usage of the final artwork as specified in the original quote/invoice.

Upon beginning any work with Diamond Graphics the Client agrees to these Terms and Conditions and is held responsible for reading them and understanding what they are agreeing to.