

blossom

CREDIT CARD PAYMENT FORM

NAME ON CARD:

CARD NUMBER:

EXPIRY DATE: CVC CODE:

AMOUNT TO BE BILLED (\$AUD):

PROJECT NAME AND INVOICE NUMBER:

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS: YES/NO

SIGNATURE:

DATE:

Blossom Terms and Conditions

Below is an outline of our standard terms and conditions. Please take time to **read through thoroughly** and ensure you understand these terms and conditions before you commence a project with Blossom Graphic Design.

Commencement of work

"The Client" agrees to provide written approval or emailed approval of this submission before any work is commenced, as a Letter of Agreement between "The Client" and "Blossom Graphic Design" concerning the work outlined in the Blossom Project Proposal.

Payment

"The Client" agrees to pay a non-refundable 50% deposit of the quoted amount to commence any project, with the balance payable prior to delivery. If the work time exceeds 4 calendar weeks in duration, "The Client" agrees to a progress payment of 50% of the balance per month until the conclusion of the project, with any outstanding amount payable in full upon delivery.

Design samples

"The Client" agrees to supply for free, in addition to fees for service, any number up to 10 of printed samples of every item produced for "The Client" by "Blossom Graphic Design" during the course of this project (quantity to be specified by us).

Fees for service

It is agreed that the fee for service shall be the cost estimates provided on page 2 of this submission, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified on page 2 of this submission, "The Client" agrees to pay appropriate fees for the excess work, outside the scope of the original agreement.

Blossom Graphic Design Pty Ltd ABN 56 144 865 789 ACN 144 865 789

PO Box 360 Seaforth NSW 2092 Australia Tel: 61 2 8012 2002 Fax: 61 2 99396231

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Excess work

This is defined as any work involving additions to the list of items defined in the Project Proposal or changes to all pieces of finished artwork after sign off by an authorised representative of "The Client".

From time to time "The Client" will require extra design requirements during a project, or extra files upon completion of a project.

Should additional design not initially quoted for be requested during the design process, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of design files.

Publication and/or release of work performed on behalf of the client by "Blossom Graphic Design" may not take place before cleared funds have been received.

Any booking fees, design commencement fees, or progress payments are non refundable under any circumstances.

Liability regarding work and materials provided

It is agreed that all work and materials provided for "The Client" by "Blossom Graphic Design" will be free and clear of all liens and encumbrances and may be lawfully used by "The Client" without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party.

Approval of Final Artwork

"The Client" to proof read and approve all final copy before the production of artwork. The email verification of the Client's Representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation.

While Blossom takes all care to avoid errors, **"Blossom Graphic Design" accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project approved by a client.** No refunds or reprints are given after a final approved design has gone to print due to oversights by "The Client's" proof reading.

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. There will be no reprints at our expense.

Copyright

It is agreed that "The Client" will have the exclusive right to retain and reproduce any artwork, manuals, information, material reports and other output which is produced from the performance of the work outlined in this submission on page 1. It is agreed that "Blossom Graphic Design" hereby assign to "The Client", upon written confirmation of this submission, all rights title and interest in the future copyright of any artwork, manuals, information, material reports and other output which is produced, extended or modified during the performance of the work outlined in the Project Proposal. This granting of copyright does not extend to the use of design proposals submitted but not approved by "The Client" for the work outlined. Until final payment, "Blossom Graphic Design" full retains ownership of all artwork and website architecture. "Blossom Graphic Design" reserve the rights to certain elements used to create your images including fonts, patterns, stock images, textures, colour palettes and other non exclusive items.

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Blossom Graphic Design reserve the right to use stock images in the creation of designs if required. This cost is included in the Project Proposal.

Other than for the promotional use of "Blossom Graphic Design" all services provided shall be for the exclusive use of "The Client's" said purposes only. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all invoices, reproduction rights for all approved final designs created by "Blossom Graphic Design" shall be outlined in the Project Proposal. For additional usage, price will be assessed as needed.

Website design credit

"The Client" agrees to allow "Blossom Graphic Design" to place a small credit on printed material exhibition displays, advertisements and/or a Blossom Graphic Design's own website on the customer's website. This will be in the form of a small logo or line of text placed towards the bottom of the page.

"The Client" also agrees to allow "Blossom Graphic Design" to place websites and other designs, along with a link to the client's site on "Blossom Graphic Design's" own website for self promotional purposes.

Website design post- completion alterations

Once web design is complete, "Blossom Graphic Design" will provide the customer with the opportunity to review the resulting work. "Blossom Graphic Design" will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to "Blossom Graphic Design" by e-mail and confirmed by post. "Blossom Graphic Design" will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Website Management Packages

Your website can be one of the most cost effective way to promote your small business. The best sites are always well maintained. What about unused hours? All unused hours for any month are carried over to the next month. However, hours cannot be carried over from year to year.

How is the maintenance billed? All work is billed in 15 minute increments.

How long are the Web Manage contracts? Each plan lasts for a 12 month period.

Can I cancel our contract if I wish? Yes, we require 30 days written notice only. This notice may be faxed or posted.

Can we use hours in advance? No, hours must be accrued before they can be used.

What can we use our maintenance hours for? The uses are many, they include content updating, Flash design, web page design, search engine optimisation, online marketing & research.

Confidentiality

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It is agreed that employees of "Blossom Graphic Design" shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of "The Client" or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of "The Client".

Litigation

It is agreed that "Blossom Graphic Design" indemnify and hold "The Client" harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of "The Client" or its employees, and it is agreed that we shall notify "The Client" in writing of full details of any such claim.

Late payments & Default

Accounts which are not paid within 7 days will incur a late administration fee of \$20 + GST. Accounts which remain outstanding for 14 days after the date of invoice will incur an additional late payment fee equivalent to 5% of the project costs for each week payment is outstanding.

An account shall be considered in default if it remains unpaid for 30 days from the date of invoice or "the client" has stated expressly that they do not intend to pay an invoice by "Blossom Graphic Design Pty Ltd", unless prior arrangements have been made. "Blossom Graphic Design Pty Ltd" shall at its sole discretion suspend any and all services provided to the client by "Blossom Graphic Design Pty Ltd" or its subsidiaries (including but not limited to hosting, websites designed files, concepts, artwork, and email) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid monies due for services ordered, including, but not limited to design, hosting, domain registration, search engine submission, maintenance, sub-contractors, printers, photographers and libraries plus bank interest calculated daily for each day payment is overdue.

Suspension of such services does not relieve the client of its obligation to pay the due amount. Files on external servers, such as hosted e-commerce solutions will be removed and held until payment is made or for 30 days until the client has paid for their invoices in full.

"The Client" whose account is in default agree to pay "Blossom Graphic Design Pty Ltd" reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

"Blossom Graphic Design Pty Ltd" retains all copyright for work performed until full project costs have been paid. "Blossom Graphic Design Pty Ltd" reserves the right to reuse or resell work undertaken in the case of payment default.

"Blossom Graphic Design Pty Ltd" accepts no liability or responsibility for loss of income or damage to the client for work removed from third party servers, as a result of non-payment and "The Client" will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

Amendments to these Terms and Conditions

All and any amendments to the terms and conditions outlined in this submission must be provided in writing by "The Client" and signed by an authorised representative of "Blossom Graphic Design" prior to the commencement of work outlined in this submission.

Freelance contractors and confidentiality

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All contractors employed by "Blossom Graphic Design Pty Ltd" are held to a strict confidentiality and non-disclosure agreement. Contractors of "Blossom Graphic Design Pty Ltd" are also bound by a strictly enforced non-solicitation agreement for a period of 36 months after the conclusion of their work with "Blossom Graphic Design Pty Ltd". If a this was to be breached by the contractor "Blossom Graphic Design Pty Ltd" will take swift and reparatory measures to ensure the "The Client" is made aware that the contractor in question is no longer a respresentatibve of "Blossom Graphic Design Pty Ltd" and acting independently. Furthermore the unlawful contractor will be prosecuter through legal channels to the full extent of the law in such cases. "Blossom Graphic Design Pty Ltd" aim for comlete security of our clients and if we select contractors it is based upon previous work, references, and global checks with previous employers, as well as compliance with strict "Blossom Graphic Design Pty Ltd" guidelines of professional behaviour and ethics.