

Terms & Conditions

1. Quotations & Inclusions

1. All quotes are valid for 30 days.
2. All prices are in Australian dollars.
3. 2023 hourly rate is \$95+GST. Any work not scoped within your proposal will be charged at an hourly rate (minimum 1 hour charge) unless otherwise agreed.
4. Each round of feedback must be provided as one consolidated document. Any time spent consolidating feedback or clarifying competing pieces of feedback will be charged at an hourly rate.
5. All copy (text) will be provided by the Client fully edited in a Word or Google document.
6. Proposals do not include the cost of fonts, stock imagery, photography, film, copy writing or anything else not mentioned. Note there may be licensing fees associated with your team using certain fonts or stock imagery in-house. These items will be quoted separately, as required, and charged at cost.
7. Proposals do not include cost of printing. This will be quoted separately once the scope is known and charged at cost.
8. Amelia Berry Design will complete all work on time, providing the Client has provided the required content as per the provided timelines. Amelia Berry Design will not be held liable for any failure to meet the timelines caused by the Client delivering content late.
9. If urgent work or changes are required, a rush fee may be applied.

2. Rounds of changes:

1. Brand design includes up to three rounds of design changes.
2. Collateral design allows for two rounds of design changes/author's changes.
3. Additional rounds of changes will be charged at an hourly rate (minimum 1 hour charge).
4. Regardless of the number of changes made, any changes requested after the design has been signed off will be charged at an hourly rate (minimum 1 hour charge).
5. Amelia Berry Design does not allow for the supply of design working files. Print-ready PDF files or relevant template files will be supplied upon receipt of full payment. If you require working files for any collateral items, please talk to me about template development.

3. Guarantees

1. Amelia Berry Design cannot guarantee any results that come from using Amelia Berry Designs 's work and will not be held liable for loss of profits, sales, production, agreement, business opportunities or reputation.
2. Amelia Berry Design will not be held liable for any issues resulting in the use or performance of any templates once they have been edited or exported by the client. It is the Client's responsibility to test templates in their final environment prior to use.
3. Amelia Berry Design will not be held responsible or liable for any costs resulting from late artwork or printing deliveries.
4. Amelia Berry Design will not be held responsible or liable for changes in third party costs or time frames.

4. Privacy & Confidentiality

1. Amelia Berry Design and the Client will keep confidential information related to the other party except if:
 - Information is in the public domain
 - Express consent has been provided
 - A third party needs to be informed in order for either party to complete this contract
 - It is required by law to do so.

5. Copyright

1. Once the Client has paid for the works in full, Amelia Berry Design will hand over copyright of the completed work.
2. Amelia Berry Design retains copyright over all work not used. This includes any draft concepts, notes, presentations, preliminary drafts and designs that are rejected by the client.
3. Amelia Berry Design retains all intellectual property rights (moral rights) for any work completed.
4. Amelia Berry Design retains the right to use completed projects and concept artwork for the purpose of marketing as a business or Amelia Berry as an individual/designer.
5. The Client confirms they have the necessary permissions to use any text, images, video, audio or other content provided to Amelia Berry Design. The Client retains responsibility and any liability resulting from the use of content provided to Amelia Berry Design.
6. The Client agrees not to share anything on social media prior to the brand's finalisation without 's consent.

6. Approval

1. Approval is required in writing prior to work proceeding to the next stage, being sent to print, or being released. Changes to signed-off designs will be charged at an hourly rate.
2. Whilst all care is taken Amelia Berry Design is not responsible for any typographical errors or omissions.

7. Image Reproduction, Colour Matching & Printing

1. Whilst all care is taken Amelia Berry Design is not responsible for artwork supplied by the Client that does not print properly.
2. Please note that colour on projects can vary from screen to final product, and from printer to printer. Screen proofing is not indicative of final printed piece and a hard proof is always recommended.
3. Whilst all care is taken to identify and communicate issues, Amelia Berry Design is not responsible for the reproduction quality of images supplied by the Client.

8. Termination

1. The Client or Amelia Berry Design may terminate the agreement for any reason by giving 7 days written notice to the other party.
2. In the event that The Client cancels the agreement, Amelia Berry Design will invoice and be paid for the work completed to date.
3. In the event that Amelia Berry Design cancels this Agreement, Amelia Berry Design will provide any artwork completed and paid for to date.

9. Payments

1. The Client agrees to pay the fees as set out in their proposal.
2. Payments are to be made by bank deposit transfer.
3. All invoice terms are 7 days from the date of the invoice.
4. For all projects over \$1000, a 50% deposit will be paid at time of booking and is non-refundable in the event the client cancelsthe project; 50% will be charged prior to brand pack delivery.
5. Accounts which are not paid by the due date will incur a late fee of 5% of the amount of the invoice for every week the client is outstanding.
6. If debt collection is required for unpaid invoices, the Client is responsible for any costs incurred.