

## TERMS AND CONDITIONS

Below are SITE SOCIETY's standard terms and conditions. It is vital that you (The Client) please take time to read through thoroughly and ensure you fully understand these terms and conditions and their implications before you commence any project with SITE SOCIETY. Please also note that from time to time SITE SOCIETY may need to alter these terms and conditions without notice. Please contact us if you do not understand any of the terms and conditions in this document.

### Commencement of work

Agreement to work with, submission of SoW and payment of a deposit (if applicable) to SITE SOCIETY constitutes agreement to these terms and conditions.

### Payment Terms

"The Client" agrees to pay a **50% deposit** of the quoted amount to commence any project, with the balance payable prior to delivery. Once research, resources allocated or design work has commenced on a project, this deposit is **non-refundable**. In the case of a change of mind by "The Client," this deposit is **non-refundable**. SITE SOCIETY endeavours to provide content and creative services that meet and exceed a client's needs and expectations, but in the event of a "change of mind" (after a project has commenced) by "The Client", the initial 50% deposit is forfeited, plus a pro-rata payment based upon the time spent.

### Work Case Studies & Design samples

"The Client" agrees to allow SITE SOCIETY to showcase any/all work created in the course of a project as part of the SITE SOCIETY portfolio. SITE SOCIETY acknowledges the confidential nature of projects and agrees to only display project work once product/service has been publicly launched.

SITE SOCIETY will first send an email to "The Client" requesting approval to do so. Under no circumstances, SITE SOCIETY will publish content without "The Client" consent.

### Force Majeure

SITE SOCIETY shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of SITE SOCIETY.

## Scope of Work

SITE SOCIETY may make any changes to the Scope of Work, design, materials or functionality of the deliverables or provision of the Services: (a) which are required to comply with any applicable legal or regulatory requirements; (b) are required or advisable to prevent the services and/or deliverables infringing third party rights, including Intellectual Property Rights; or (c) which in Site Society's reasonable opinion, do not materially affect the quality or performance of the Services.

If at any time "The Client" wishes to make any alterations to all or any part of the services including the Scope of Work, and/or Customer Materials and/or data then "The Client" will provide SITE SOCIETY with full written specifications of such alterations and with such further information as SITE SOCIETY may require.

SITE SOCIETY will either decline to undertake such alterations or will submit to "The Client" a quotation for such alterations specifying what changes (if any) will be required to the services including fees and the deliverables.

Upon receipt of such quotation "The Client" will either: (a) accept such quotation, in which case the services will be deemed to be amended accordingly; or (b) withdraw the proposed alterations in which case the agreement will continue in force unchanged.

## Fees for service

It is agreed that the fee for service shall be the cost estimates provided via email or other media, unless work undertaken exceeds the work outlined. If work undertaken exceeds the items specified in the quote, "The Client" agrees to pay appropriate fees for the excess work, outside the scope of the original agreement. "The Client" will be notified of increases in the scope of the project, a new SoW will be issued and written approval must be obtained from "The Client" before new work commences.

## Legal Authorization for Publications

The Customer is responsible for obtaining, at its own cost, all necessary consents, clearances, and authorisations which may be required by all applicable law and any regulatory and other authorities or commercial providers in respect of its receipt of the Services and use of the Deliverables. In particular, the Customer agrees that it, and not

SITE SOCIETY, is responsible for ensuring the use of the Customer's own and any third party photographs, images, sounds and text in the Deliverables does not infringe third party Intellectual Property Rights, whether those third party materials are sourced by the Customer or by SITE SOCIETY on the Customer's behalf.

## Excess work

This is defined as any work involving additions to the list of items defined in the Estimate of Services or changes to all pieces of finished work after sign-off by an authorised representative of "The Client". From time to time "The Client" will require extra requirements during a project, or extra files upon completion of a project. The client will be informed that the alterations or changes requested fall outside the scope of the original SoW. If the client wishes these alterations to be made, a new SoW will be issued by SITE SOCIETY addressing the new requirements and the associated cost. Work can only commence once SoW has been signed off.

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

Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by the client, after work has commenced.

## Liability & Litigation

It is agreed that all work and materials provided for "The Client" by "SITE SOCIETY" 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 trademark rights of any third party.

It is agreed that "SITE SOCIETY" 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.

Under no circumstances shall SITE SOCIETY be liable to "The Client" for an indirect or consequential loss suffered by "The Client" relying on the information included in the

supplies prepared by SITE SOCIETY including (without limitation) loss of profit, loss of contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the supplies only, not to include claims for delays, out of sequence working, non-productive overtime, an award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

## Approval of Final Work

While SITE SOCIETY takes all care to avoid errors, SITE SOCIETY accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. **It is “The Client’s” responsibility to proofread and approve all final copy before the production of work. The email verification of the Client’s representative shall be conclusive as to the approval of all deliverables prior to their release for printing, implementation or installation.** No refunds or reprints are given after a final approved deliverable has gone to print due oversights by “The Client’s” proofreading.

## Copyright

SITE SOCIETY retains full ownership of design concepts and materials it produces. Once a final concept is delivered to a client and full payment is received, complete ownership rights to the concept transfer to the client. Unused concepts remain the property of SITE SOCIETY. SITE SOCIETY may still use paid-for concepts in its promotional materials and in its design portfolio. Unless the client requests otherwise, SITE SOCIETY retains the right to display a small byline claiming design credit on works it produces, except for corporate stationery.

This granting of copyright does not extend to the use of design proposals and concepts submitted to but not approved for the work outlined. Until the final payment, SITE SOCIETY retains ownership of all the work produced. SITE SOCIETY reserve the rights to certain elements used to create your projects including RAW files, fonts, patterns, stock images, textures, colour palettes, and other non-exclusive items.

SITE SOCIETY reserve the right to use stock images in the creation of designs if required. Costs of this will be outlined to the client prior to purchase if not included in the proposal quote.

Other than for the promotional use of SITE SOCIETY 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 SITE SOCIETY shall be outlined in the Project Proposal. For additional usage, the price will be assessed as needed.

In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between client and designer'. Copyright will remain property of SITE SOCIETY till such time an agreement is in place. As part of SITE SOCIETY terms of business, the copyright licence is automatically released to the client on receipt of the final payment for the commissioned work. SITE SOCIETY reserve the right to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting SITE SOCIETY in print or digital media portfolios, social media, and blogs, except where the client has specifically requested in writing otherwise.

## Goodwill

This proposal assumes goodwill from both SITE SOCIETY and "The Client" regarding:

What can reasonably be achieved in a given time frame

Making the best use of resources to achieve the most effective outcomes

## Resending Uploading Files

If a client loosed or accidentally deletes the files delivered by SITE SOCIETY upon completion of the project, SITE SOCIETY can re-upload to DropBox, for a fee of \$200 per request (plus GST). Providing the request from the "Client" has been made within 2 years from the date of completion.

SITE SOCIETY will not archive projects older than 2 years from completion unless requested by "The Client" in which charges may apply.

## Artwork on DVD or USB Drive

If any client artwork is required on CD/DVD, an administration fee of approximately – \$100 plus courier/ postage will be payable.

## Termination policy

From time to time circumstances beyond the control of either party may result in the need for project cancellation. In the event of the client cancelling a project after a project has commenced, the advance payment (deposit) will be forfeited in lieu of

compensation to SITE SOCIETY. This is to cover design and administration time spent, resources purchased and allocated, research time and administration costs. If the project is more than 50% completed (this is determined by SITE SOCIETY and the client by negotiation) a pro-rata payment is payable for time spent up until cancellation notice, at an hourly rate of **\$60 per hour** plus GST.

## Printing

All printing accounts must be settled in full prior to the release of the files to the printer. Accounts that are not paid COD will incur a late administration fee of \$200 + GST. Accounts which remain outstanding for 14 days after the date of invoice will incur an additional **late payment fee equivalent to 7%** of the project costs for each week payment is outstanding. If you are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so we can discuss a solution that works for your company.

## Print Returns And Refunds

It is agreed that SITE SOCIETY is not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, (approval may be given in writing), committed to print or posted in view of the public. SITE SOCIETY will not be held responsible for any changes or amendments made after approval. It is the sole responsibility of the client to notify SITE SOCIETY of any such errors during the revision cycle and before the final files have been generated.

In the event of a need to reprint due to errors in content, the client must inform SITE SOCIETY within 3 days of product acceptance, and must return the product (at the cost of the client) within 10 days of acceptance for assessment.

As with all print projects, payment for re-printed project **MUST** be prepaid.

## 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. There will be no reprints at the expense of SITE SOCIETY.

## Website design credit

“The Client” agrees to allow “SITE SOCIETY” to place a small credit on printed material exhibition displays, advertisements and/or a SITE SOCIETY on the “Client” 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 “SITE SOCIETY” to place websites and other designs, along with a link to the client’s site on “SITE SOCIETY” own website for self-promotional purposes.

## Website design post- completion alterations

Once web design and build is complete, “SITE SOCIETY” will provide the customer with the opportunity to review the resulting work. “SITE SOCIETY” 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 the 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 “SITE SOCIETY” by e-mail. “SITE SOCIETY” 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. An hourly fee after this time for tweaks and amendments is payable of **\$60 per hour** plus GST if applicable.

## Confidentiality

It is agreed that employees of “SITE SOCIETY” 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”.

## Late payments & Default

Accounts that are not paid within 15 days will incur a late administration fee of \$50 + GST. Accounts which remain outstanding for 30 days after the date of invoice will incur an additional late payment fee equivalent to 7% 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 “SITE SOCIETY” unless prior arrangements have been made. “SITE SOCIETY” shall at its sole discretion suspend any and all services provided to “The Client” by “SITE SOCIETY” or its subsidiaries (including but not limited to research, findings, hosting,

websites designed files, concepts, artwork, reports, insights, and email) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid accounts due for services ordered, including, but not limited to design, hosting, domain registration, search engine submission, maintenance, subcontractors, 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 “SITE SOCIETY” reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms and Conditions.

“SITE SOCIETY” retains all copyright for work performed until full project costs have been paid. “SITE SOCIETY” reserves the right to reuse or resell work undertaken in the case of a payment default.

“SITE SOCIETY” 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 “SITE SOCIETY” prior to the commencement of the work outlined in this submission.

## Disclaimer

Research, insights, data, design, strategy, photography, TVC, illustration, writing and marketing are all highly creative and subjective art forms. As such “SITE SOCIETY” takes every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however “SITE SOCIETY” cannot be held responsible for variations between expectation and outcome.



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