



# Red Fred Creative Australia

## Terms & Conditions

All work is carried out by Red Fred Creative on the understanding that the client has agreed to Red Fred Creative's terms and conditions.

Copyright is retained by Red Fred Creative on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of design is presented, only one solution is deemed to be given by Red Fred Creative as fulfilling the contract. All other designs remain the property of Red Fred Creative, unless agreed in writing that this arrangement has been changed.

### Project Acceptance

At the time of proposal, Red Fred Creative will provide the customer with a written estimate or quotation. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Red Fred Creative. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Red Fred Creative's terms and conditions. No work on a project will commence until either document has been received by Red Fred Creative.

### Design Charges

Charges for design services to be provided by Red Fred Creative, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the estimated fee will become immediately due. Work on the project will commence when Red Fred Creative has received this amount.

### Charges for Other Services

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

### Payment

The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to Red Fred Creative. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount. Payments may be made by cash, cheque, or electronic funds transfer. Publication and/or release of work done by Red Fred Creative on behalf of the client, may not take place before cleared funds have been received. Returned cheques will incur an additional fee of \$50 per returned cheque. Red Fred Creative reserves the right to consider an account to be in default in the event of a returned cheque.

### Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. Red Fred Creative shall be considered entitled to remove Red Fred Creative's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries. Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Red Fred Creative reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

### Copyrights and Trademarks

By supplying text, images and other data to Red Fred Creative for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by Red Fred Creative on behalf of the customer, will remain the property of Red Fred Creative and/or its suppliers. The customer may request in writing from Red Fred Creative, the necessary permission to use materials (for which Red Fred Creative holds the copyright) in forms other than for which it was originally supplied, and Red Fred Creative may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. By supplying images, text, or any other data to Red Fred Creative, the customer grants Red Fred Creative permission to use this material freely in the pursuit of the design. Should Red Fred Creative, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Red Fred Creative to remove and/or replace the file on the site. The customer agrees to fully indemnify and hold Red Fred Creative free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

### Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The customer also agrees that Red Fred Creative holds no responsibility for any amendments made by any third party, before or after a design is published.