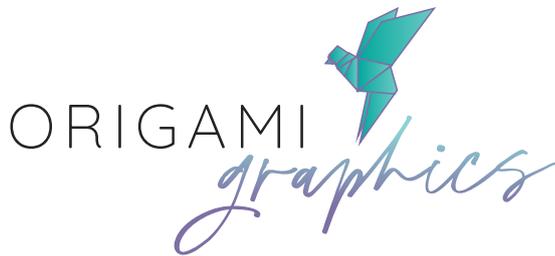


terms and conditions



Revised: December 2022

Contents:

1. Booking Projects
2. Design Brief and Contract
 - 2.1: Acceptance
 - 2.2: Privacy
 - 2.3: Failure to Agree
3. Sending Your Files
4. Communication
5. Safe Work Policy
6. Project Termination
7. Project Responsibility
8. Final Design Files
9. Licensing
10. Printing
11. Payment and Invoicing
 - 11.1 Payment Methods
 - 11.2 Fees
 - 11.3 Invoicing
 - 11.4 Payment Deadline
 - 11.5 Extra Charges
12. Late Fees
13. Refunds and Revisions

These Terms and Conditions set forth an agreement between the designer, Origami Graphics (“Origami”, “I”, “the designer”), and the client (“you”).

1. Booking Projects

A project is booked in when the client has agreed in writing to the conditions set forth in their contract (see Section 2) and paid any required deposit (See Section 9.5). Origami Graphics may cancel the booking if the client does not reply within 3 days of the booking’s commencement.

2. Design Brief and Contract

Preliminary stages of design are usually conducted through the development of a design brief and project contract. This involves the designer and client discussing the aims and goals of the project in detail, developing a projected cost for the project, and establishing a deadline.

2.1 Acceptance: Acceptance of the terms set out in the contract, including agreement to these Terms and Conditions, is acceptance of a legally binding contract to finish your project.

2.2. Privacy: Drafting a contract involves the collection of some personal information including contact details. These are kept confidential and only used for communicative and project development purposes e.g. sending your files to you. For more information on privacy, see Origami’s Privacy Policy.

2.3. Failure to Agree: Failure to agree to the terms set out in the contract, including acceptance of the Terms and Conditions and Privacy Policy, will result in negotiation to reach a solution. If negotiation is unsuccessful the project may be terminated.

3. Sending Your Files

Origami Graphics kindly requests that text files sent to it for use in publications are Microsoft Word files (.doc, .docx). Any images sent to Origami by the client must be an appropriate resolution – make sure images intended for print are 300dpi and images intended for web are at least 72dpi.

4. Communication

The bulk of Origami’s communication will take place over e-mail and/or phone, with drafts delivered by email. Clients from Canberra are welcome to organise face-to-face meetings. You may elect a preferred form of primary communication prior to starting the project.

Clients are also expected to be available to give regular, timely and consistent feedback to their design drafts when asked and to cooperate with all reasonable requests by the designer to promote a smooth and orderly workflow.

5. Safe Work Policy

Everyone has the right to feel safe and respected at work. It is expected that clients behave in a way which is professional and respectful at all times. Accordingly, the following behaviours are considered to be violations of your contract justifying immediate project termination and potential forfeiture of deposit:

- Abusive or demeaning speech, including overt insults, harassment, or threats to the designer.
- Displaying behaviours which would be reasonably considered racist, sexist, or otherwise discriminatory.
- Actual or reasonably suspected criminal client behaviour.

6. Project Termination

Either party may terminate (cancel) this project at any time and for any reason, provided the deadline has not passed. If you cancel, you are financially liable to Origami Graphics for payment of all work completed, plus a 15% cancellation surcharge to compensate the designer for the lost booking. If the value of any deposit paid already covers this combined amount, then you will not be required to make any further payment.

If the designer is forced to cancel the project for any reason, internal or extenuating, you remain equally liable to pay for all completed work, but with the following exceptions:

- a) There will be no cancellation fee.
- b) Your deposit will be refunded less any outstanding amount, IF the project was terminated by the designer because of circumstances outside client control (eg. designer illness).

Note that project deposits remain completely non-refundable when projects are terminated either by client decision, or by the designer if citing client breach of contract as the reason for the termination.

7. Project Responsibility

While utmost care will be taken during the design process, no responsibility will be taken by the designer, financial, legal or otherwise, for errors out of their control. This includes, but is not limited to:

1. Errors found once a design has been approved by a client. This includes spelling errors and low-resolution photos provided by the client.
2. Errors made in printing which has been conducted by a third party (however I can advocate on your behalf)
3. Unauthorised use of copyrighted content by the client. Please ensure you have the legal rights to use anything you send Origami for production.

8. Final Design Files

Final design files will be sent to you in a zipped (compressed) folder electronically. This may include .png and .jpeg images, .eps, .ai and .psd documents, and .pdf documents. Origami Graphics retains copies of original files indefinitely, so feel free to get in touch if you require alterations in the future.

9. Licensing

Upon the delivery of your design files, Origami grants you, the client, exclusive, worldwide of those files, including editable source files, with the exception of Origami Graphics, which retains the following rights:

1. The right to be asserted as the creator of the graphic designs, alongside negotiated royalty payments in situations where ongoing profit is made primarily from the sale of those designs (eg. a picture book, a t-shirt with prominently featured logo);
2. The right to keep and use copies of the final designs in its portfolio for promotional purposes. You may elect to have personal or contact details removed from these files.

3. The right to ownership of designs and concepts which the client has rejected and which as a result were not delivered as part of the final product.

10. Printing

You may elect to handle printing yourself or have Origami organise it on your behalf. The designer will choose a printer based on the service deemed most appropriate for project needs. Printing fees apply equivalent to the cost of printing and postage plus a consultation and management fee (approx. \$85-\$170; 1-2 hours). Printing costs will be added to the invoice and must be paid before printing commences.

11. Payment and Invoicing

11.1 Payment Methods: Payment is conducted through PayPal and bank transfer. Origami Graphics accepts all major credit cards through this secure portal.

11.2 Fees: Unless a custom or express rate has been negotiated, payment is calculated by multiplying anticipated project completion time by \$85.00 per hour, GST inclusive.

11.3 Invoicing: The projected invoice is included in the initial design brief and will be approved by the client before going ahead with the project. A final invoice is sent at conclusion.

11.4 Payment Deadline: Payment will be late after 7 days of final invoicing. Final design files will not be sent to the client until payment is received. Please keep this in mind if choosing to make a bank transfer as it may delay the transaction by 1-3 days depending on your financial institution. A receipt will be issued upon receipt of payment.

Unpaid invoices are theft and are subject to legal action by the designer. It is the client's responsibility to make sure all banking details are correct before transferring funds. Origami takes no responsibility for lost funds due to an incorrect transaction and the full amount owed must still be paid.

11.5 Extra Charges: Origami reserves the right to charge a nonrefundable deposit of up to 50% of the total projected fee prior to the commencement of a project in order to secure the booking. Additional fees created after projection will be negotiated based on the time requirements of the additional project components. These additions will be added to the final invoice following client approval.

Some projects may also require payment of third-party fees, such as website hosting. By committing to work with Origami Graphics you agree that sometimes your project may entail paying thirdparty fees necessary to the conduct of the service.

12. Late Fees

Origami Graphics takes deadlines seriously and meets them consistently. I recognise that they are important in building trust and helping business to flow smoothly, and pride myself on my ability to complete quick and high-quality work.

However, it is also essential that the client communicates in a prompt manner to avoid delays. When you book, time is plotted out for you and delaying progress – for example, failing to write copy on time or replying unreasonably slowly - can cause substantial income loss and interrupt other clients. As a result, a

late fee surcharge is applicable to projects delayed past deadline through no fault of the designer, as follows:

3 days late: 5%
1 week late: 15%
2 weeks late: 30%
3 weeks or more late: 50%

These surcharges may be waived in exceptional circumstances, or if you communicate well ahead of time that you need a deadline extension. Just chat to me and let me know!

13. Refunds and Revisions

Origami complies with Australian consumer law. Accordingly, you are entitled to a refund or revision of your files if they have a major problem. More information on what constitutes a major problem and what you are entitled to can be found on the ACCC website. Change of mind is not a valid reason for refund.

<https://www.accc.gov.au/consumers/consumer-rights/guarantees/repair-replace-refund>