

SONJA MEYER TERMS & CONDITIONS



PAYMENT

FEES: A rate of **AUD\$120.00 per hour** will be invoiced for non-quoted projects, unless an alternative agreement has been arranged or a quote has been accepted. This fee applies to all effort that falls under a project which includes (but is not limited to) general consultation, graphic design, UX/UI/digital design and development.

INTERNATIONAL CLIENTS: In most cases, clients outside Australia will be quoted and invoiced in their own currency. International clients will be sent a PayPal invoice that includes a **2.9% PayPal currency conversion fee**, unless another arrangement has been agreed upon. If an international client is invoiced in Australian dollars (AUD), PayPal will charge their account an amount in their own currency that will depend upon the current conversion rate. This rate may obviously fluctuate from project to project.

QUOTES & INVOICING TERMS: On request, a quote will be provided and signed off on before commencement of any design work. Both parties will agree to payment terms that are suitable for the project and situation. As a general rule, for new clients a **40% deposit** of the estimated project amount is required following the acceptance of these terms in order for a project to commence, except in the case that another option has been discussed. **The remaining 60%** will be invoiced upon completion of the project. Invoices are due within **7 days** of receipt unless another arrangement has been made. The due date will be written on the client's invoice. As the client you hold the right to renegotiate the initial quotation to allow for work of greater scope or duration should the requirements change mid-project.

RETAINER CLIENT & REGULAR CLIENT TERMS: Clients for whom I do regular work will not be expected to pay a deposit on new projects or continuing projects and invoices will either be issued at the end of each month to cover the work that has been completed during that month, and/or at the finalisation of a project. Regular clients can request a quote for a new project or piece of work at any time, but if a quote has not been requested, work will be logged and invoiced at my hourly rate.

DELIVERY OF FILES: Packaged design files may in some cases be provided before the final payment has been made, in order to reduce delays for the client. But copyright of those files are not transferred to the client until I have been compensated in full.

CLIENT / DESIGNER RESPONSIBILITIES

DESIGN SIGNOFF: It is the client's sole responsibility to thoroughly check any project artwork that is sent for approval. Clients must make sure to pick up any typographic errors, spelling errors and/or any other unintentional human errors in the supplied file(s). I will take no responsibility for and will not compensate for any work that has been sent to print or digital publishing with errors of any kind AFTER the files have been accepted as final. Email is an appropriate method for clients to sign-off on any artwork that needs to be approved, and this is usually done 'informally'. When a project is deemed 'final' the client will receive an invoice shortly after. For work that is to be printed, I will send a reminder to the client to check files thoroughly.

LOSS OF PROJECT MATERIALS: If a client provides me with any materials to work from and for some unfortunate reason they are lost or damaged while in my possession, I am fully accountable for such a loss and all such items will be compensated for or replaced.

COPYRIGHT & OWNERSHIP OF ARTWORK

I will retain ownership of any preliminary designs and design concepts at the completion of the project. If a client wishes to gain ownership of preliminary concept files and artwork then a fee can be agreed upon transfer of ownership. This is not to be mistaken with FINAL artwork files. Clients own 100% copyright of all final packaged design files that are sent to them on completion of the project and clients may use the final design in any way they please.

PROMOTIONAL RIGHTS & WORK CREDIT

I have the right to showcase any work completed for a client in an online portfolio for public view, as long as the work does not contain any sensitive information. This means that I retain the right to use preliminary designs as well as samples of the completed project in future marketing materials, design competitions, or other uses that do not include any monetary gain or sale of the final design. Clients may object to such display of any designs of which they have full copyright ownership should this interfere with any marketing campaigns or brand reputation. I will inform clients whenever I'm displaying their work, thus giving them an opportunity to object.

CONFIDENTIALITY

I take full responsibility in keeping certain information that is exchanged between parties private and confidential. This includes any sensitive business, personal, financial, or legal information that has been given to me to use throughout the project phase.

INDEPENDENT CONTRACTORS

I retain the right to subcontract any portion of a project that I can not complete independently due to lack of resources or skill. This type of agreement will be managed by me and I will hold responsibility for quality of work, deliverables, timelines and expected outcomes. Both parties have the right to work with others of similar services. In addition, a client should inform me prior to agreement of these terms if any other parties will be working on the same project. I welcome collaboration with other parties offering similar or different services if the client feels it is needed for best project results.

CHANGES AND "AFTER-AGREEMENT" ADDITIONS

If any changes are requested outside of the work that is outlined in the quotation provided, my hourly design rate will be charged in addition to the agreed project fee. There is no limitation to amendments and edits that can be made to any project, but if I have quoted on a project up-front and I believe the work is going beyond the project scope, I will inform the client as soon as possible so that the full project fee can be renegotiated. This includes endless requested edits to a single design, or changes to the original brief that require a rethink of the work that is to be completed.

RESPONSE TIME

No additional fees will be incurred if the project exceeds the agreed deadline due to extra time being taken at the clients' end to 'sit' on the project without responding within the agreed upon schedule. But I take no responsibility for deadlines exceeded in this manner or any incidents which occur due to this. Such time extensions may incur additional fees from outside contractors/suppliers which will be added to the invoice and must be paid in full. I'll do my best to inform the client of this before it occurs. Outside contractors/suppliers may include professionals such as photographers, illustrators, printers, website hosts etc. I will make every effort to reply to project-related inquiries within 24 hours during week days except where the client has been previously notified of a period of limited availability. I will respond in good faith but cannot guarantee any specific action within a given time frame.

TERMINATION POLICY

In the event of premature project termination by the client I should be compensated for:

- » Any advance payment due.
- » A fee based on my hourly rate for any work that has been completed up to the point of termination.

In the case that I am unable to complete the project, I am responsible for compensation of any project related losses that may occur due to termination for this reason. If a deposit has been paid and the value of that deposit has not been delivered in project work, the remaining monetary value will be reimbursed to the client.

LATE PAYMENT AND NON-PAYMENT

In the event that a client can not pay a final invoice by the due date, the matter will be assessed depending on the situation and the client will be contacted with regular reminders until payment is received. If payment is still not received within a reasonable time-frame, legal action may be taken to ensure that all design work that has been completed is compensated for in full.

PRINTING

On completion of printing jobs that are organised and managed by me, printed collateral will be delivered to the delivery address that has been provided. Printed items will be delivered via courier unless they can be sent more economically and sustainably using regular post. In any case, the client will be kept up to date to the best of my ability on when to expect delivery. I can not be held accountable for any inconveniences that occur due to delivery drivers making errors and/or showing up on a different day to the expected delivery day. Exact delivery times are difficult to discern but I can provide an estimated time of delivery on request, based on the information given to me from the courier company and/or printer.

WEBSITE MAINTENANCE & AFTER LAUNCH

I will make all efforts to ensure a website is launched without any problems. But once a website is online many things can occur which are out of my control. Unless the website owner has requested ongoing website maintenance from me, I take no responsibility in maintaining any third party products, accounts, plug-ins or software that have been used in the website development. I suggest that clients put a plan in place to maintain and update a website regularly, and utilise backup and security plugins that is installed in the website in order to avoid losing anything in the event of outside interference.