



TERMS OF ENGAGEMENT – Scott Bremner Design (total 4 pages)

Please note, if you formally engage my/our services for design and or strategy services be it via email, voice or written instruction the following terms are binding and entered into as we commence billable project hours.

The following Terms and Conditions of Service apply to all products and services provided by Scott Bremner Design (hereinafter referred to as SCOTT BREMNER DESIGN or SB).

All work is carried out by SCOTT BREMNER DESIGN on the understanding that the client has agreed to SCOTT BREMNER DESIGN's terms and conditions. Copyright is retained by SCOTT BREMNER DESIGN 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 SCOTT BREMNER DESIGN as fulfilling the contract. All other designs remain the property of SCOTT BREMNER DESIGN, unless agreed in writing that this arrangement has been changed.

1) Project Acceptance

At the time of proposal, SCOTT BREMNER DESIGN 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 SCOTT BREMNER DESIGN (scott@scottbremnerdesign.com). Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept SCOTT BREMNER DESIGN's terms and conditions, or an email acknowledging acceptance of the quotation. No work on a project will commence until acceptance of the quotation has been received by SB.

2) Design Charges

Charges for design services to be provided by SCOTT BREMNER DESIGN 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 quoted fee will become immediately due. Work on the project will not commence until SCOTT BREMNER DESIGN has received this amount (and a purchase order to the amount/s).

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

3) Source Files - Creation files

Charges for design work do not cover the release of originated design files including indd, ai, psd/b, png, fla or any other source files; if the Client requires these files, they will be subject to a separate quotation or 'buy-out' charge.

4) 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.

5) Payment

Once the project has been deemed completed the client signs the project off as completed and to be invoiced. At this time the remainder of the amount due will become payable. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 5% per month of the outstanding amount.

Payments may be made by online transfer, cash, cheque, credit card (Visa, Mastercard) or Debit Card, or (for overseas customers), AU Dollar International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by SCOTT BREMNER DESIGN on behalf of the client, may not take place before cleared funds have been received.

Returned money orders will incur an additional fee of \$AU50 per returned order. SCOTT BREMNER DESIGN reserves the right to consider an account to be in default in the event of a returned money order



6) Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned money order. SCOTT BREMNER DESIGN shall be considered entitled to remove SCOTT BREMNER DESIGN 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 SCOTT BREMNER DESIGN reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

7) Copyrights and Trademarks

By supplying text, images and other data to SCOTT BREMNER DESIGN 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 SCOTT BREMNER DESIGN on behalf of the customer, will remain the property of SCOTT BREMNER DESIGN and/or its suppliers.

The customer may request in writing from SCOTT BREMNER DESIGN, the necessary permission to use materials (for which SCOTT BREMNER DESIGN holds the copyright) in forms other than for which it was originally supplied, and SCOTT BREMNER DESIGN 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 SCOTT BREMNER DESIGN, the customer grants SCOTT BREMNER DESIGN permission to use this material freely in the pursuit of the design. Should SCOTT BREMNER DESIGN, 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 SCOTT BREMNER DESIGN to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold SCOTT BREMNER DESIGN 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.

8) 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 SCOTT BREMNER DESIGN holds no responsibility for any amendments made by any third party, before or after a design is published.

9) Licensing

Any design, copywriting, drawing, idea or code created for the customer by SCOTT BREMNER DESIGN, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of SCOTT BREMNER DESIGN and any of its relevant sub-contractors. All design work - where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. SCOTT BREMNER DESIGN will not be held responsible for any and all damages resulting from such claims. SCOTT BREMNER DESIGN is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold SCOTT BREMNER DESIGN responsible for any such loss or damage. Any claim against SCOTT BREMNER DESIGN shall be limited to the relevant fee(s) paid by the customer.

10) Data Formats

The client agrees to SCOTT BREMNER DESIGN's definition of acceptable means of supplying data to the company.

Text is to be supplied to SCOTT BREMNER DESIGN in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via e-mail

/ FTP (drop box etc). Images which are supplied in an electronic format are to be provided in a format as prescribed by SCOTT BREMNER DESIGN via drive, or e-mail / FTP cloud. Images must be of a quality suitable for use without any subsequent image processing, and SCOTT BREMNER DESIGN will not be held responsible for any image quality which the client later deems to be unacceptable. SCOTT BREMNER DESIGN cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to,



photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images

11) Design Project Duration

Any indication given by SCOTT BREMNER DESIGN of a design project's duration is to be considered by the customer to be an estimation. SCOTT BREMNER DESIGN cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by SCOTT BREMNER DESIGN for the initial payment or by date confirmed in writing by SCOTT BREMNER DESIGN.

12) Rights of Access for Website Construction

The client agrees to allow SCOTT BREMNER DESIGN all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow SCOTT BREMNER DESIGN access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply SCOTT BREMNER DESIGN with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

13) Design Project Completion

SCOTT BREMNER DESIGN considers the design project complete upon receipt of the customer's written approval. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

14) Website design only

SCOTT BREMNER DESIGN require that a template is approved by the customer before coding of a site commences. Once the template(s) for the web site are approved by the customer, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge. Once web design is complete, SCOTT BREMNER DESIGN will provide the customer with the opportunity to review the resulting work. SCOTT BREMNER DESIGN 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 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 SCOTT BREMNER DESIGN by e-mail or fax and confirmed by post.

SCOTT BREMNER DESIGN 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.

15) Hosting websites

SCOTT BREMNER DESIGN offers a limited in-house hosting services through an out-sourced virtual server. SCOTT BREMNER DESIGN does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. SCOTT BREMNER DESIGN may request that clients change the type of hosting account used if that account is deemed by SCOTT BREMNER DESIGN to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on SCOTT BREMNER DESIGN's virtual server are due at the commencement of any period of service and are non-refundable. Fees due to third party hosting organisations are the responsibility of the client and SCOTT BREMNER DESIGN are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

16) Domain Registration

SCOTT BREMNER DESIGN cannot guarantee the availability of any domain name. Where SCOTT BREMNER DESIGN is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

17) Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, SCOTT BREMNER DESIGN cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site



is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. SCOTT BREMNER DESIGN recommend that customers use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

18) Design Credits

The customer agrees to allow SCOTT BREMNER DESIGN to place a small credit on printed material exhibition displays, advertisements and/or a link to SCOTT BREMNER DESIGN own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow SCOTT BREMNER DESIGN to place websites and other designs, along with a link to the client's site on SCOTT BREMNER DESIGN own website for demonstration purposes and to use any designs in its own publicity and portfolios.

19) Rights of Refusal

SCOTT BREMNER DESIGN will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. SCOTT BREMNER DESIGN also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that SCOTT BREMNER DESIGN does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the customer is obliged to allow SCOTT BREMNER DESIGN to remove the contravention without hindrance, or penalty. SCOTT BREMNER DESIGN is to be held in no way responsible for any such data being included.

20) Travel/Accommodation fees:

SCOTT BREMNER DESIGN will seek reimbursement of executive travel as follows: 1) Airfare 2) 4/5 star hotel accommodation (including reasonable room incidentals 3) General living and transport incidentals within reason 4) All other expenses to be incurred by Scott Bremner Design staff while travelling on the client's behalf will be agreed with you.

21) Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, SCOTT BREMNER DESIGN will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by SCOTT BREMNER DESIGN within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

22) Disclaimer

SCOTT BREMNER DESIGN makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. SCOTT BREMNER DESIGN will not be held responsible for any and all damages resulting from products and/or services it supplies. SCOTT BREMNER DESIGN is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold SCOTT BREMNER DESIGN responsible for any such loss or damage. Any claim against SCOTT BREMNER DESIGN shall be limited to the relevant fee(s) paid by the customer. SCOTT BREMNER DESIGN reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. SCOTT BREMNER DESIGN will not knowingly perform any actions to contravene these and the client also agrees to be so bound. SCOTT BREMNER DESIGN and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. SCOTT BREMNER DESIGN recommends that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

23) General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. SCOTT BREMNER DESIGN reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

24) Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by SCOTT BREMNER DESIGN, by email, verbally or in writing, is deemed to be acceptance of these terms and conditions, which are available at scott@scottbremnerdesign.com



An estimate validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and SCOTT BREMNER DESIGN.

Please note, if you formally engage my/our services for design and or strategy services be it via email, voice or written instruction the above terms are binding and entered into as we commence billable project hours.

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