

INTRODUCTION

And so
the
adventure
begins...



Let's Work Together!

EVERYTHING YOU NEED TO KNOW

At Dashboard Design our design rock stars provide web and graphic design services that are guaranteed to increase your brand awareness. We're well known for our passion for creativity and collaborate closely with our clients to create vibrant and successful designs that perform and get noticed by your audience.

Dashboard Design is a boutique studio with a small bunch of canine-loving designers who also happen to be digital design and web service specialists, tools you need to succeed in your industry.

Most of our client's consider us one of the team, and we love nothing more than creating a design for our clients that is inspiring and daring, while at the same time super effective.

Logo & Branding Design can take between 1-2 weeks, where as a new website design can take between 4-6 weeks so you may have been planning this change for a while - or it could be a sudden flash of inspiration.

Either way, don't delay as we only work with **FOUR clients per month**. We are excited to get started.

GRAPHIC DESIGN TERMS OF BUSINESS & SERVICES 01 January 2019 - v4

These terms of business and services cover the conditions of working with Dashboard Design as a customer or client and details specific terms for the supply of services. We ask all clients to read, understand and sign these conditions before accepting any quote.

SECTIONS:

- BUSINESS TERMS
- FINANCIAL TERMS & CHARGES
- CREATIVE MEDIA TERMS
- DATA STORAGE POLICY
- SERVICE SPECIFIC TERMS
- WEBSITE DESIGN TERMS
- WEBSITE MANAGEMENT TERMS
- WEB HOSTING TERMS
- ADDITIONAL TERMS
- DISCLAIMER AND WAIVER

ABBREVIATIONS:

DD: Means Dashboard Design

Client: Means the customer / the client.

1. BUSINESS TERMS

a. Contract: The instruction for work to commence and/or acceptance of quote and/or the payment of the required deposit by the client constitutes a contractual agreement between the client and DD. These actions also indicate that the client has read and agreed to the Terms of Business outlined in this documentation.

b. Start date of works: Work on projects will commence within **10 working days** from the date the required deposit is paid and cleared unless a prior agreement exists.

c. Agreement of delivery: Acceptance of agreements and deposits by DD constitutes their agreement to deliver the outlined project subject to these 'terms of business & services' and compliance of these terms by the acting client. This does not include customer satisfaction.

d. Delivery schedule: DD agrees to deliver work in a timely manner and inform the client of any reasons why an agreed deadline cannot be met. No compensations in financial or services are offered for projects completed after scheduled delivery dates.

e. Supply of Materials & Instructions: The client agrees to provide materials, instructions and feedback in a timely, concise and professional manner, via email, online brief forms, organised Dropbox folder, etc. SMS and verbal instructions will not suffice. Failure to do so will delay the project and may result in additional charges and/or the project being cancelled by DD.

f. Customer satisfaction: Should the client be unsatisfied with the final media the project can be cancelled. Paid deposits are forfeited. Balances remaining will not be due. Intellectual copyright of final artwork / source code / images will remain with DD as per

'Intellectual copyright' terms as within. Alternatively, the project can be revised in order to rectify any dissatisfaction the client has and bring the project to a satisfactory state. No additional charges will be due unless revisions are deemed excessive, will take longer than the quoted hours estimated for the whole project or the project needs to be started from scratch.

g. Cancellation: The client may terminate the contract at any point but in doing so will forfeit the deposit. In instances where deposits were not requested and formal agreement to these terms of business were respected, DD reverses the right to charge for any hours worked at their hourly rate. All incomplete designs remain the intellectual copyright of DD as per the 'Intellectual Copyright' terms as within.

h. Office hours: Normal office hours apply Monday & Wednesday between 9am & 4pm. At this time, half days or part time hours apply to Tuesday, Thursday & Friday. These are the scheduled working days.

i. Overtime & requested hours: Requested Saturday hours are charged at time and a half. Requested Sunday hours are charged at double time. Requested work after 7pm is also charged at double time. Requested hours apply when the client specifically requests for work to be done inside these hours / days.

2. FINANCIAL TERMS & CHARGES

a. Quotations: The price quoted to a client is for the cost to complete the project as detailed in the quotation. Alterations or adverse changes to a project brief may result in a re-quote being delivered to the client where additional charges may apply. Quotes are valid for the number of days stated on the quotation.

b. Deposit: A deposit of 50% of the total cost of the project is required before work can commence. On occasion, alternative deposit amounts may be scheduled. This deposit is non-refundable.

c. Payment options: Payment is currently accepted by direct deposit in Australian Dollars (AUD).

d. Payment due dates: Invoices are due by the due date stated on them. Late payments are subject to a Late Payment Fee and service suspension where applicable, see invoice terms for details.

e. Call outs and meeting charges: To compensate time out of our offices, where customers request a meeting or a call out we apply the following charges at an hourly rate of \$200 inc GST with a minimum charge of \$120 inc GST. Time is recorded from the departure of our offices up until our return and includes the time during the meeting / call out.

PLEASE NOTE:

- Pre-scheduled meetings that were quoted for or included in a project quote are excluded from these charges.
- Charges exclude any materials / Intellectual Property supplied as part of the call out and in turn such materials / Intellectual Property will be invoiced separately.

f. Hourly rate: The current hourly rate for non quoted projects or call outs or meetings as described above is \$120 inc GST per hour.

h. Delayed payment: If a delay occurs due to the actions of the client, including but not limited to the supply of written-copy, images, other content to include in the website, or lack of adequate feedback or approval by the client, and the project extends beyond the quote d project schedule, DD reserves the right to charge the client a reasonable fee for this delay. A 'delayed payment fee' of **5% the total cost of the project** will be charged for **each month** that the project is delayed. This is to cover the costs of our availability to the client.

3. CREATIVE MEDIA TERMS

a. Intellectual copyright: DD will hold intellectual copyright of any material, including any source code, designs and photography created for the client, until payment of the final invoice is made. At this time we will transfer the intellectual copyright to the client. Copyright of stock imagery used in web or graphic designs are represented by their own respective copyright notices and intellectual copyright.

b. Client responsibilities with regard to copyright: In situations where clients provide images, text, animations or any other content for their design materials, website or media publication(s) they are legally responsible for ensuring that this material does not infringe any copyright laws.

c. Mock and draft designs: Any mock / draft designs supplied to the client by DD remain the intellectual copyright of DD. We reserve the right to use any un-used mocks / drafts in our portfolio and or in other design projects for you or other clients.

d. Proofing: Clients are responsible for final proofing of artwork and web designs. We check all our artwork and web designs before publishing, but clients are responsible for final proofing. DD cannot be held liable for any errors found after the client has approved artwork for print or a web design for publishing.

e. Accreditations: On all website design work DD reserves the right to credit work to DD with the inclusion of a worded statement / hyperlink where seen fit. Clients can request the exclusion of credits with prior agreement with DD. Credit exclusions are chargeable at \$250 inc GST per website. The client agrees that unauthorised removal of credits on designs such as websites will automatically impose the credit exclusion fee, charged at \$250 inc GST. Should DD fail to include accreditations in completed website projects the client is not liable for accreditation exclusion fee.

f. Publishing, print & digital supply: Final artwork / source code / images are only published to the Internet / submitted to print / supplied to the client once the final invoice is paid.

4. DATA STORAGE POLICY

a. Data storage: DD stores final client artwork / source code / images for a sufficient period preceding the completion of the project and up to a point when the project is deemed dormant. Dormant artwork / source code / images are archived for a minimum period of 1 year after the completion of the project.

b. Client supply: Clients can request original artwork / source code / images to be supplied to them electronically, though they accept responsibility for the safe keeping of media files from that time and beyond any archive period detailed above.

c. Supporting files: Supporting files, used for the creation of any project(s) are deleted when the project is deemed dormant and therefore DD holds no liability or responsibility to store such media files on their system(s).

d. Backup liability: DD takes appropriate precautions and practices to backup client artwork / source code / images through a range of backup and archive systems. DD offers no guarantee or warranty for projects neither deemed dormant nor past any archiving period detailed above.

e. Wavier: In the event of an act of god or circumstances beyond DD's control, and ensuring all precautionary practices were followed, DD holds no liability for the safe keeping or backup of client original artwork / source code / images nor the responsibility to re-create any such media files without fees.

5. SERVICE SPECIFIC TERMS

WEBSITE DESIGN TERMS

a. Website warranty: Websites come with a one month warranty from the published date to ensure system establishment and foundation. Any errors, defects, changes or minor additions are made without charge within this time period. For full terms & conditions refer to DD's Web Design Terms & Conditions document.

WEBSITE MAINTENANCE TERMS

a. Maintenance plan terms: Website maintenance agreements abide to a 'website maintenance plan terms and conditions' as well as the conditions here within. Reference this agreement for details.

6. ADDITIONAL TERMS

a. Where applicable we may impose additional terms and conditions individually respective of the media design / project concerned. These additional terms if any will be detailed in the quotation supplied for the media design / project concerned.

7. DISCLAIMER AND WAIVER

a. Waiver of terms: Should DD waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit DD to waive the same clause on any other occasion. By agreeing to these terms and conditions your statutory rights are not affected. DD reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above points be required please contact us.

b. Delivery date extension: In circumstances and / or eventualities beyond our control DD reverses the right to extend delivery dates if required. This includes situations such as system crashes, data loss, power failure, loss of Internet access, acts of god.

c. Holidays: Where applicable DD reserves the right to extend project delivery dates, scheduled website updates and meetings during times of scheduled holidays without limitation to family emergencies. Any such pre-scheduled holiday plans are taken into account when setting project delivery dates where applicable.

WEBSITE DESIGN TERMS OF BUSINESS & SERVICES 01 January 2019 – v4

These terms of business and services cover the conditions of working with DD as a customer or client and details specific terms for the supply of services. We ask all clients to read and understand these conditions before accepting a quote and / or providing instructions to commence work.

Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and DD. Important: Approval by email for the work to commence indicates that the client accepts the terms and conditions outlined in the document.

SECTIONS:

- DEFINITION OF TERMS
- BUSINESS TERMS
- FINANCIAL TERMS & CHARGES
- COMPLETION OF WORK
- CREATIVE MEDIA TERMS
- DATA STORAGE POLICY
- DISCLAIMER & WAIVER
- INTELLECTUAL PROPERTY
- RIGHTS & RESPONSIBILITIES
- INTERPRETATION
- SERVICE SPECIFIC TERMS
- ADDITIONAL TERMS

ABBREVIATIONS:

DD: Means Dashboard Design

Client: Means the customer / the client.

1. DEFINITION OF TERMS

- Domain Name: The root address of a website, e.g. www.example.com. All such names must be registered with the appropriate naming authority, which will usually charge a fee.
- Copyright: Refers to laws that regulate the use of the work of a creator, such as an artist, photographer or author. This includes copying, distributing, altering and displaying creative, literary and other types of work.
- Downtime: Time when the website is not accessible via the Internet. This may be because of a technical failure of the Host or because work is being carried out on the site.
- Host: The company on whose system the Website physically resides.
- Link, Hyperlink: A 'clickable' link embedded on a web page which may take the form of a graphic or text.
- Search Engine: A website which contains a directory of websites on the Internet enabling users to find websites by subject matter classification.
- Website: A collection of web pages and associated code which forms an integrated presence.

2. BUSINESS TERMS

- Contract: The instruction for work to commence and the payment of the required deposit by the client constitutes a contractual agreement between the client and DD. The instruction for work to

commence and / or payment of the required deposit indicates the client has read and agreed to the Terms of Business outlined in this documentation.

- Start Date of Works: Work on projects will commence within 10 working days from the date the required deposit is paid and cleared unless a prior agreement exists.

- Agreement of Delivery: Acceptance of agreements and deposits by IBP constitutes their agreement to deliver the outlined project subject to the terms and conditions outlined in this document and compliance of these terms by the Client. This does not include customer satisfaction.

- Delivery Schedule: DD agrees to deliver the finished project by either the scheduled or agreed date of delivery subject to any disclaimers / waiver's as within. No compensations in financial or services is provided for projects completed after scheduled delivery dates.

- Time Frames: Unless otherwise arranged, DD agrees to complete all projects within 3 months of the Start Date of Works.

- Delayed payment: If a delay occurs due to the actions of the client, including but not limited to the supply of written-copy, images, other content to include in the website, or lack of adequate feedback or approval by the client, and the project extends beyond the quote d project schedule, DD reserves the right to charge the client a reasonable fee for this delay. A 'delayed payment fee' of **5% the total cost of the project** will be charged for **each month** that the project is delayed. This is to cover the costs of our availability to the client.

- Office hours: Normal office hours apply Monday & Wednesday between 9am & 4pm. At this time, half days or part time hours apply to Tuesday, Thursday & Friday. These are the scheduled working days.

- Overtime & Requested Hours: Requested Saturday hours are charged at time and a half. Requested Sunday hours are charged at double time. Requested work after 7pm is also charged at double time. Requested hours apply when the client specifically requests for work to be done inside these hours / days.

3. FINANCIAL TERMS & CHARGES

- Quotations: The price quoted to a client is for the cost to complete the project as detailed in the quotation. Alterations or adverse changes to a project brief may result in a re-quote being delivered to the client where additional charges may or may not apply. Quotes are valid for the number of days stated on the quotation.

b. Deposit: A deposit of 50% of the total cost of the project is required before work can commence. On occasions alternative deposit amounts are scheduled. This deposit is non-refundable. The remaining 50% shall become due when the Work is completed to the reasonable satisfaction of the client (Subject to the terms under section 4 of this document "Completion of Work")

c. Payment Options: Payment is currently accepted by direct deposit in Australian Dollars (AUD) unless otherwise agreed. See quotation or invoice terms for details.

d. Payment Due Dates: Invoices are due by the due date stated on them. Late payments are subject to interest charges and service suspension where applicable, see invoice terms for details.

e. Call Outs and Meeting Charges: To compensate time out of our offices, where customers request a meeting or a call out we apply the following charges at an hourly rate of \$200 inc GST with a minimum charge of \$120 inc GST. Time is recorded from the departure of our offices up until our return and includes the time during the meeting / call out.

PLEASE NOTE:

- Prospects are excluded from these charges.
- Pre-scheduled meetings that were quoted for or included in a project quote are excluded from these charges.
- Charges exclude any materials / Intellectual Property supplied as part of the call out and in turn such materials / Intellectual Property will be invoiced separately.
- Meetings held at our studio are charged as described above and in line with any exclusions.

f. Hourly Rate: The current hourly rate for non quoted projects or call outs or meetings as described above is \$120 inc GST per hour.

g. Registration & Hosting Fees: DD either refers clients to third party businesses who supply domain registration and hosting services, or on occasions acts on the client's behalf to place orders through these third parties. As such DD has no control over the costs or services provided by these third parties but does attempt to source the best options for the client. Domain registration and hosting services need to be renewed, generally yearly or every 2 years, for a price that is outside DD's control. DD is not responsible for any price increases or service changes made by these third parties now or in the future.

h. Work Outside our Scope: Any technical or specialised work specifically requested by the client that is outside our scope or abilities may be outsourced. DD will aim to provide alternative solutions to match the client's needs. Alternatively, the client may cover the costs associated with training DD to accomplish this work or it may be agreed that DD will cover these costs in the interests of development.

4. COMPLETION OF WORK

a. Completion of Work: DD warrants completing the work in accordance with the terms and conditions stated in this document, to the specifications previously agreed with the Client. DD will not charge more than the amount previously agreed unless the client has varied the specifications of the work since the agreement. DD will not undertake changes to the specifications of the work which would increase the cost, without prior written authorisation from the client.

b. Supply of Materials: The client is to supply all materials and information required for DD to complete the work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the client's failure to supply such materials leads

to a delay in completion of the work, DD has the right to extend previously agreed deadlines for the completion of the work by a reasonable amount. The client may also be charged a fee if their delay in supplying such materials is deemed excessive and causes the project to exceed a 3 month period. (Refer to Section 2e of this document for further clarification.)

c. Approval of Work: On completion of the Work, the client will be notified and have the opportunity to review it. The client should notify DD in writing (email will suffice), of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to DD as unsatisfactory within the 7 day review period will be deemed to have been approved. Approved work, or deemed approved work, cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment will become due.

d. Customer Satisfaction: If the client rejects the work within the 7 day review period, or will not approve subsequent work performed by DD to remedy any points reported by the client as unsatisfactory, and DD considers that the client is unreasonable in their repeated rejection of the Work, the contract will be deemed to have expired. Paid deposits are forfeited. Intellectual Copyright of final artwork / source code / images will remain with DD as per 'Intellectual Copyright' terms as within, and DD can take any legal measures to recover both payment for the completed work and reasonable expenses incurred in recovering payment.

e. Cancellation: The client may terminate the contract at any point but in doing so will forfeit the deposit. In instances where deposits were not requested and formal agreement to these terms of business were respected, DD reverses the right to charge for any hours worked at their hourly rate. All uncompleted designs remain the intellectual copyright of DD 'Intellectual Copyright' terms as within.

f. Payment: Upon completion of the 7 day review period, DD will invoice the client for the 50% balancing payment, which, in the absence of agreement to the contrary, is to be paid by the client by the due date stated on the invoice. Our terms are usually on receipt of the invoice issued. Invoices will be sent by email unless otherwise requested. DD will send automatic email reminders at times after the invoice due date for accounts that have not been settled. Payments not received by the due date may incur a late fee.

g. Remedies for Overdue Payment: If payment has not been received by the due date, DD has the right to suspend ongoing work for the client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 21 days after the due date, DD has the right to replace, modify or remove the website and revoke the client's licence of the work until full payment has been received. By revoking the client's licence of the work or removing the website from the Internet, DD does not remove the client's obligation to pay any outstanding monies owing.

5. CREATIVE MEDIA TERMS

a. Intellectual Copyright: DD will hold intellectual copyright of any material, including any source code, designs and copywriting created for the client, until payment of the final invoice is made. At this time we will transfer the intellectual copyright to the client. Copyright of stock imagery used in web or graphic designs are represented by their own respective copyright notices and intellectual copyright.

b. Mock & Draft Designs: Any mock / draft designs supplied to the client by DD remain the intellectual copyright of DD. We reserve the right to use any un-used mocks / drafts in our portfolio and or in other design projects.

c. Proofing: Clients are responsible for final proofing of artwork, web designs, copywriting and other material created by DD. We check all our artwork, designs and materials before publishing, but clients are responsible for final proofing. DD cannot be held liable, financially or otherwise, for any errors found after the client has approved artwork, designs or materials.

d. Accreditations: On all website design work DD reserves the right to credit work to DD with the inclusion of a worded statement / hyperlink where seen fit. Clients can request the exclusion of credits with prior agreement with DD. Credit exclusions are chargeable at \$250 inc GST per website. The client agrees that unauthorised removal of credits on designs such as websites will automatically impose the credit exclusion fee, charged at \$250 inc GST. Should DD fail to include accreditations in completed website projects the client is not liable for accreditation exclusion fee.

e. Publishing, Print & Digital Supply: Final artwork / source code / images / other materials are only published to the Internet / submitted to print / supplied to the client once the final invoice is paid.

6. DATA STORAGE POLICY

a. Data Storage: DD stores final client artwork / source code / images / other materials for a sufficient period preceding the completion of the project and up to a point when the project is deemed dormant. Dormant project files are archived for a minimum period of 1 year after the completion of the project.

b. Client Supply: Clients can request project files to be supplied to them electronically, though they accept responsibility for the safe keeping of these files from that time and beyond any archive period detailed above.

c. Supporting Files: Supporting files, used for the creation of any project(s) are deleted when the project is deemed dormant and therefore DD holds no liability or responsibility to store such media files on their system(s).

d. Backup Liability: DD takes appropriate precautions and practices to backup client project files through a range of backup and archive systems. However, DD offers no guarantee or warranty for projects neither deemed dormant nor past any archiving period detailed above.

e. Wavier: In the event of an act of god or circumstances beyond their control, and ensuring all precautionary practices were followed, DD holds no liability for the safe keeping or backup of the client's project files nor the responsibility to re-create any such files without fees.

7. DISCLAIMER & WAVIER

a. Wavier of Terms: Should DD waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit DD to waive the same clause on any other occasion. By agreeing to these terms and conditions your statutory rights are not affected. DD reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above points be required please contact us.

b. Delivery Date Extension: In circumstances and / or eventualities beyond our control DD reverses the right to extend delivery dates if required. This includes situations such as system crashes, data loss, power failure, loss of Internet access, acts of god or delays caused by the client including failure to supply materials or adequate feedback.

c. Holidays: Where applicable DD reserves the right to extend project

delivery dates, scheduled website updates, seo reportings and meetings during times of scheduled holidays without limitation to family and personal emergencies. Any such pre-scheduled holiday plans are taken into account when setting project delivery dates where applicable.

d. Third Parties: DD is unable to take responsibility for services provided by third parties through us or otherwise, including but not limited to the hosting of the client's Website.

e. Maintenance & Correction of Errors: DD is unable to take responsibility for the functionality or maintenance (unless a maintenance contract is in place) of the website once the initial contract has been completed. Errors (both technical and typographical) attributable to DD will be corrected free of charge. DD reserves the right to charge a reasonable fee for correction of errors for which DD is not responsible, including, but not limited to malicious modification of the website by a third party and typographical errors contained in materials provided by the client.

f. Extent of Work: Installation to the Internet is limited to the uploading of all necessary files to the Host, and testing functionality. The Website is provided to and accepted by the client as a fully functioning, completed work and DD is not responsible for future support. Future support can normally be provided upon request and for an agreed fee. However, no guarantee of future support is given unless an ongoing support package is negotiated.

g. Consequential Loss: Under no circumstances will DD be responsible or liable for financial or other loss or damage caused by the failure or use or misuse of its software. The client should be aware that unless you have a maintenance contract, DD does not hold any responsibility for keeping backup copies of the website. The client should ensure that data on their site is regularly backed up and that a contingency plan is in place to minimise possible losses as a result of software failure. Unfortunately, malicious software, spy-ware, viruses and website hacking are common threats and DD cannot be held responsible for problems that develop on completed sites as a result of such illegal activity. Should changes in technology mean that at some future date the website no longer functions as originally intended, DD will undertake to update the website accordingly, subject to the contractual hourly fee.

h. Status & Duration of Quotations: Website quotations are valid for the period stated on the quotation. DD is not bound to honour quotations that have expired. Quotations are not legally binding until an acceptable timetable for the work has been agreed by both parties. This timetable must be agreed within the timeframe that the quotation is valid. If an acceptable timetable has not been approved by both parties within that time, the quotation is deemed to have expired.

i. Search Engine Listings: Registration of the website with Search Engines will only be undertaken if contractually agreed with the client and DD cannot guarantee listings as the engines themselves determine who to list. All sites will be designed with search engine appeal in mind, but DD is unable to make any guarantees about the success of any search engine positioning. DD can outsource specific Search Engine Optimisation (SEO) requests to a recognised specialist or refer the client to a recognised specialist. DD can in this instance act on the client's behalf to place orders through these third parties. As such DD has no control over the costs or services provided by these third parties but does attempt to source the best options for the client for a price that is outside DD's control. DD is not responsible for any price increases or service changes made by these third parties now or in the future. Monthly SEO strategies are recommend and cancellation of services is required in writing with 30 days prior notice.

Get Started

Please submit an enquiry via the design brief form on the website.

DESIGN BRIEF

DASHBOARD

Be sure to follow us on instagram
@coco_rose_interiors