

# TERMS & CONDITIONS

## Commencement of work

The Client agrees to provide written approval of the quote/proposal before any work is commenced, as a Letter of Agreement between The Client and Novu Creative concerning the work outlined in this submission.

## Payment & Fees for service

The Client agrees to pay the invoiced amount within 30 days of receipt of an invoice. It is agreed that the fee for service shall be the cost estimates provided. A deposit of 50% of the total project cost will be invoiced at the commencement of the project, and the final 50% upon completion of all work. If the work time exceeds 4 calendar weeks in duration, Novu Creative may elect to invoice and The Client agrees to make payments by calendar monthly invoices based on the work done to date.

## Alterations

Unless otherwise stated, creative and design works include one set of major changes and a second set of minor alterations. Novu Creative will always give The Client prior notice should work exceed that which is outlined in an agreement. If work undertaken exceeds the work outlined or any addition is made the items listed after an agreement has been signed, The Client agrees to pay appropriate fees for 'Excess Work'.

## Excess Work & Author's Alterations [AA]

Excess work is defined as any work involving additions to the list of items and/ or any work undertaken that exceeds the work outlined in the quote/proposal. AAs are defined as changes to any piece of finished artwork after sign off by an authorised representative of The Client. Excess work and AAs will be charged at the current rate of \$100+GST per hour.

## Liability

It is agreed that all work and materials provided for The Client by Novu Creative will be free and clear of all liens and encumbrances and may be lawfully used by The Client without infringing upon the rights of others. Novu Creative will not be liable for any losses or damages that may be caused by or related to work outlined in this proposal.

## Project cancellation

It is agreed that the project may be cancelled by The Client by written notification. Should The Client breach this agreement or our standard 14 day payment terms, Novu Creative also reserves the right to cancel the agreement by written notification. Novu Creative retains the right to invoice The Client for all work completed up to the date of receipt of the written cancellation. The Client must then follow payment procedures as indicated above.

## Confidentiality

The quote/proposal is strictly confidential and must not be copied, forwarded or shown to anyone; in part or in whole; that is deemed by Novu Creative to be a competitor of Novu Creative. This generally includes other graphic design studios, advertising agencies, creative firms, freelance designers, web developers and printing companies that offer design services.

## Copyright

Unless otherwise stated in the quote/proposal, it is agreed that Novu Creative will have the exclusive right to retain and reproduce any artwork, manuals, information, material reports and other output which is produced from the performance of the work outlined in the quote/proposal. If Novu Creative offers to release intellectual property and the Client agrees to pay the proposed Copyright fee, Novu Creative will then assign full copyright ownership of the work to The Client upon payment of all monies owed in full. This does not include preliminary designs that are not approved by The Client.

Novu Creative always retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and marketing materials.

## Amendments to terms and conditions

Amendments to these terms and conditions must be made and mutually agreed to, prior to the signed approval of the quote/proposal by The Client. Agreed amendments will be rewritten into a new quote/proposal by Flux Visual Communication, and the document re-submitted to The Client for signed approval.