

# TERMS & CONDITIONS

## 1. Deposits

A maximum \$500 credit is offered to new clients without a deposit. For work costing more than \$500, a 50% deposit on the total amount will be requested prior to work commencing. The remaining 50% will be invoiced on final presentation on a 14 day account. Printing and websites must be paid for in full prior to collection and/or upload.

If these terms are not feasible for any reason, please contact us prior to work commencing to discuss other options that may be available.

## 2. Credit Accounts

After settlement of the first account, an ongoing 14 day credit account may be offered if the initial payments have been received on time. If payments are not made with the 14 day terms, further credit may be declined.

If you experience any difficulty in paying on time, please contact us before the account is due to discuss payment options. A credit application must be completed for a credit account to be approved.

## 3. Payment Options

Payments may be made via BPay, credit card or directly to the following bank account:

Bank: Westpac Woy Woy    BSB: 032 527    Account: 138 483

Alternatively, a cheque may be mailed to:

Suite 2, 63 Webb Street, East Gosford NSW 2250

Please note that if payment is made by cheque, the cheque will need to be cleared prior to printing being collected or websites being uploaded.

## 4. Billing Schedule

Work is billed upon presentation. Where only part of a job has been presented, only the relevant part of the cost estimate will be billed regardless of whether the remaining work has also been completed. Presentation may be conducted via email, in person or via a couriered proof.

## 5. Cost Estimates

A cost estimate will be provided for all work on request and will need to be signed as approved prior to work commencing. Occasionally urgent work may be requested by the client without a cost estimate and in this situation; charges will be made in line with exact staff time taken to complete the work. All creative staff maintain time sheets to substantiate time taken.

## 6. Client Changes

All cost estimates are prepared with one set of client changes (based on the same brief) being included with in the cost. Where multiple changes are requested by the client however these will be chargeable at a standard rate of \$170 per hour plus GST. An estimate of the envisaged time required may be requested by the client prior to changes being made if necessary. All creative/development staff maintain time-sheets to determine appropriate charges for each task.



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## 7. Changes to Brief

If specific instructions or requirements are varied after commencement of the work, changes to creative work necessary to incorporate the changed brief will be chargeable at the normal hourly rate.

## 8. Additional Costs

The agency has relationships with several external suppliers and may offer to provide these services either at trade prices with a defined management fee or market rate where a Commission up to 10% will be provided to the agency by the supplier ensuring the client does not pay more than the market price. The agency will openly declare which method has been used in cost estimates upon request.

All relevant postage and courier costs will be chargeable to the client at the agreed rate. A reasonable level of telephone costs made within NSW will not be chargeable. Interstate and international calls made on the client's behalf will be chargeable at cost.

No charge will be made for WIP or briefing meetings. Working meetings may be charged for at the agreed hourly rate.

## 9. Delivery

Upon approval of the cost estimates, the agency will agree a general timeframe for delivery of the work. If the client brings forward the timeframe and makes overtime necessary to meet

the new deadline, overtime charges may be applied. These additional charges will be submitted for client approval prior to progressing the work in accordance with the new timeframe.

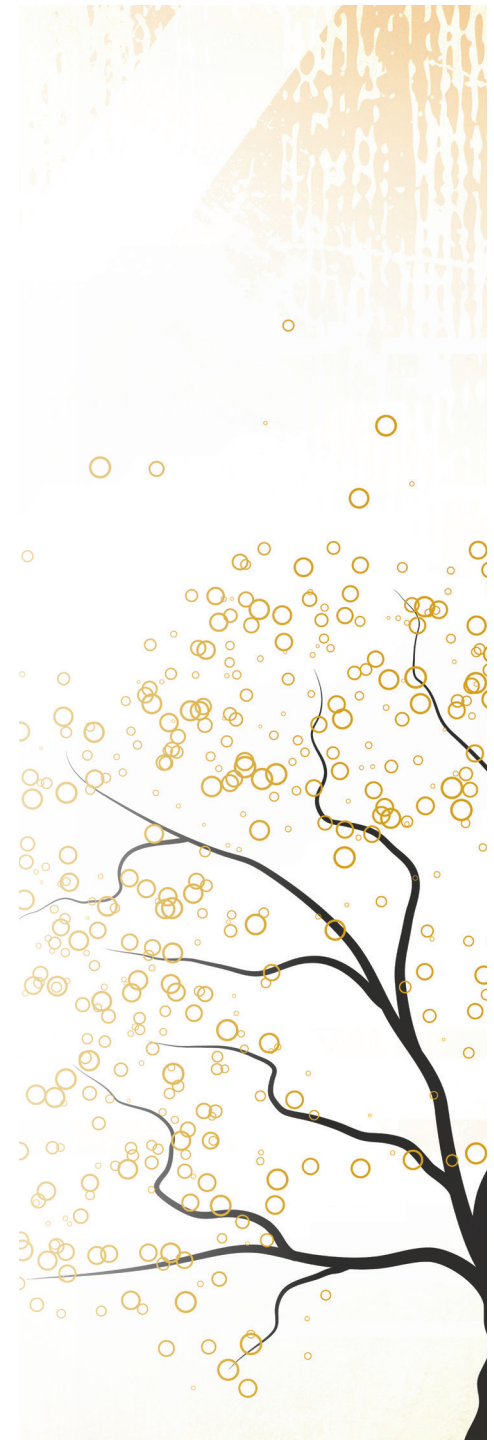
## 10. Approvals

The client is requested to be diligent in checking all artwork for accuracy and signing the appropriate Artwork Approval prior to the work going into production. Likewise, the client is requested to sign off any external costs such as printing and media costs. The agency has endeavoured to design effective approval forms and cost estimates for both email and fax approvals to ensure this process will not be time-consuming for you and we appreciate our clients' adherence to this requirement.

Milestone-Belanova will regard a signed Artwork Approval as an agreement by the client that the presented work is totally in line with the client's requirements. We will not be responsible for any errors and/or oversights that are subsequently found to be contained within artwork that has been approved for production by the client.

## 11. Retention of Artwork

Milestone-Belanova will store all prepared artwork within our archives for a period of up to five years. However, whilst we will endeavour to preserve all artwork for possible future use, we will not be responsible for any loss or damage to artwork whilst in storage.



## 12. Stock Images

Where Milestone-Belanova offers in-house library images for use within creative work, these images are protected by copyright laws and do not become the property of the client. Removal of these images from provided artwork by the client for use in other work may breach copyright laws and so should not be done without prior approval.

## 13. Copyright

As the creator of the commissioned work, Milestone-Belanova owns the copyright on all material. However, upon request, Milestone-Belanova will transfer copyright to the client upon receiving payment in full. Should original art files be required, these can also be provided to the client although an additional artwork set up charge will apply.

## 14. Cancellation of Artwork

If at any stage the client decides to cancel the commissioned work for any reason, the client will be liable to pay Milestone-Belanova for all work completed to the date of cancellation.

## 15. Project Delays

If after initial presentation a client project is delayed more than 4 weeks for reasons outside Milestone-Belanova's control, Milestone-Belanova reserves the right to bill up to 90% of the approved quote.

If the project is charged at an hourly rate and delayed more than 4 weeks for reasons outside Milestone-Belanova's control, Milestone-Belanova reserves the right to bill for all work completed to the date where material has been presented to the client.

If you have any queries or concerns at all regarding our Terms and Conditions, please do not hesitate to contact us for clarification. Otherwise your decision to place your work with Milestone-Belanova will be deemed to be evidence of your acceptance of our above Terms and Conditions.





M I L E S T O N E  
—  
B E L A N O V A

CREATIVITY · KNOWLEDGE · *Passion*

CENTRAL COAST OFFICE.

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