



Terms and Conditions

Contents:

- 1. Design Brief
 - 1.1 Acceptance
 - 1.2 Privacy
 - 1.3 Failure to Agree
- 2. Sending Your Files
- 3. Communication
- 4. Project Responsibility
- 5. Final Design Files
- 6. Licensing
- 7. Printing
- 8. Payment and Invoicing
 - 8.1 Payment Methods
 - 8.2 Fees
 - 8.3 Invoicing
 - 8.4 Payment Deadline
 - 8.5 Extra Charges
- 9. Refunds and Revisions

1. Design Brief

Preliminary stages of design are conducted through the development of a design brief. This involves the designer and client discussing the aims and goals of the project in detail and developing a projected cost for the project.

1.1 Acceptance: Acceptance of the terms set out in the completed design brief, including agreement to these terms and conditions, is acceptance of voluntary entrance into a contract to finish your project. If for any reason you need to cancel this contract prior to completion, you are financially liable to Origami for any portions which have already been completed at the agreed rate.

1.2. Privacy: Drafting a design brief involves the collection of some personal information including contact details. These are kept confidential and only used for communicative and project development purposes e.g. sending your files to you. For more information on privacy, see Origami's Privacy Policy.

1.3. Failure to Agree: Failure to agree to the terms set out in the design brief, including acceptance of the Terms and Conditions and Privacy Policy, will result in negotiation to reach a solution. If negotiation is unsuccessful the project may be terminated.

2. Sending Your Files

Origami Graphics kindly requests that text files sent to it for use in publications are Microsoft Word files (.doc, .docx). Any images sent to Origami by the client must be an appropriate resolution – make sure images intended for print are **300dpi** and images intended for web are **at least 72dpi**. Failure to do this may result in blurry images in your final product.

3. Communication

The bulk of Origami's communication will take place over e-mail and/or phone. You may elect a preferred form of primary communication prior to starting the project. Clients from Canberra are welcome to organise face-to-face meetings.

4. Project Responsibility

While utmost care will be taken during the design process, no responsibility will be taken by the designer, financial, legal or otherwise, for errors out of their control. These include but are not limited to:

1. Errors found once a design has been approved by a client. This includes spelling errors and low-resolution photos provided by the client.
2. Errors made in printing which has been conducted by a third party.
3. Unauthorised use of copyrighted content by the client. Please ensure you have the legal rights to use anything you send Origami for production. Any legal notices received by Origami will be directed to the client.

Origami does not make edits to project copy. You must ensure you are satisfied with the quality of writing, spelling and photography before sending these files to the designer.

5. Final Design Files

Final design files will be sent to you in a zipped (compressed) folder electronically. This will contain .pdf documents as well as .png image files and .docx word templates for easy use. Other formats such as InDesign and Photoshop files are available upon request. Origami will retain original files indefinitely, so if any issues occur or modifications are needed, they can be altered for an extra fee upon recontact.

6. Licensing

Upon the delivery of your design files, Origami grants you, the client, **exclusive, worldwide, fee-free use** of those files, with the exception of Origami Graphics, which retains the right to keep and use the files in its portfolio for promotional purposes. You may elect to have contact details removed from these files before they are publicly displayed. Aside from the client and Origami, no other entity may possess or use your design files without your permission. You are entitled to edit or modify your files however you like, but Origami does not take any responsibility or ownership over changes which it has not made.

7. Printing

If printed documents are required, you may elect to handle printing yourself or contract Origami to organise it on your behalf. The designer will choose a printer based on the service

it deems most appropriate for project needs. Printing fees apply equivalent to the cost of printing and postage plus a consultation and management fee (approx. \$30 - \$70 depending on time and resources needed). Printing costs will be added to the invoice and must be paid before printing commences.

8. Payment and Invoicing

8.1 Payment Methods: Payment is conducted 100% electronically through PayPal credit and debit, and bank transfer. Origami accepts all major credit cards.

8.2 Fees: Payment is calculated by multiplying the anticipated time of project completion by a flat rate of \$25.00 AUD per hour (GST not applicable).

8.3 Invoicing: The projected invoice is included in the initial design brief and will be approved by the client before going ahead with the project. A final invoice is sent at the conclusion of the project which must then be paid.

8.4 Payment Deadline: *Payment will be late after 7 days of final invoicing. No final design files will be sent to the client until payment is received.* Please keep this in mind if choosing to make a bank transfer as it may delay the transaction by 1-3 days depending on your financial institution. A receipt will be issued upon receipt of payment.

Unpaid invoices are theft and are subject to legal action by the designer. It is the client's responsibility to make sure all banking details are correct before transferring funds. Origami takes no responsibility for lost funds due to an incorrect transaction and the full amount owed must still be paid.

8.5 Extra Charges: Because of extra security risks associated with online business, Origami reserves the right to charge a deposit of up to 50% of the total projected fee prior to the commencement of a project on a discretionary basis. Clients who decline to give all contact details are more likely to be charged a deposit for security reasons.

Any necessary extra fees created after projection will be negotiated, based on the needs and time requirements of the additional project components. These additions will be added to the final invoice following client approval.

Origami may apply discounts to the final invoice at the designer's discretion. Express completion of the project may also be negotiated for an increased fee.

9. Refunds and Revisions

Origami complies with Australian Competition and Consumer Commission (ACCC) law. Accordingly, you are entitled to a refund or revision of your files if they have a **major problem**. More information on what constitutes a major problem and what you are entitled to can be found on the ACCC website. Change of mind is not a valid reason for refund.

<https://www.accc.gov.au/consumers/consumer-rights-guarantees/repair-replace-refund>