

TERMS AND CONDITIONS

The following Terms and Conditions apply to all products and services provided by Style Magazines Pty Ltd (Style Magazines). Return of signed booking form with PO number is a binding contract and will be taken as acceptance of the following terms and conditions. Please ensure you have read and fully understand what is outlined below. Please contact us if anything is not clear to you.

CHARGES AND PAYMENT

- 1) All costs provided exclude GST where applicable and are valid for 30 days from the date of the quotation.
- 2) The costs provided when quoting are based upon what we anticipate the creative, time and production requirements to be, from the client brief, previous experience and typical processes, plus client co-operation in provision of content, meeting deadlines and approval. Within reason, additional charges may be payable if the scope of the work changes, however the client will be made aware of this in advance. Charges are unlikely to deviate from those quoted unless requirements or timelines change significantly.
- 3) Charges for services to be provided by Style Magazines, will be set out in a written estimate or quotation that is provided to the client. No work will commence until Style Magazines has received written approval of the quotation, signed booking form and a non-refundable deposit of 50% of the costs has been received (unless otherwise agreed in writing).
- 4) All additional work conducted by Style Magazines at the request of the Client, and without an agreed quotation will be charged at an hourly rate.
- 5) Costs provided allow for a maximum of three sets of client amends after which time additional charges may become payable. The client will be made aware of this in advance.
- 6) In addition to the quote, or where no quote was given, Style Magazines may charge costs additional to work done including, but not limited to, the costs of models, agency fees and photography usage, hair and make up, third party images, research, photography, studio hire or location costs, styling, accommodation and travel expenses and associated costs. The client will be notified of costs prior to job commencing and will need to be signed off before proceeding where applicable.
- 7) Style Magazines may charge an additional fee for supplying to the client any files that are not specified in the quote. This includes but is not limited to imagery, additional PDFs, file retrieval and collection. The client will be advised of the cost at time of request.
- 8) Style Magazines may charge an additional fee for work required to be done urgently, including any overtime costs.
- 9) Unless otherwise agreed in writing, the balance of payment will be due in full on project delivery.
- 10) Unless otherwise stated above or previously agreed in writing, all invoices are due within 30 days of any invoice date or as stated on the invoice. If the services of a debt collection agency are required to receive payment of this account, the cost collection will be added to the invoice.
- 11) Orders cannot be cancelled except upon terms which will fully compensate Style Magazines for all loss, including consequential loss, work done and materials used or specially ordered to the date of cancellation.

LIABILITY

- 12) During the process, Style Magazines relies upon the information that is supplied by the client. While best practice is applied by Style Magazines, it is the sole responsibility of the client to ensure the information is correct and the end result matches the information supplied. On approval of the project, the client unconditionally accepts that the final proof supplied is correct and cannot hold Style Magazines liable under any circumstances for errors and omissions.
- 13) Style Magazines is not responsible for any indirect losses to the client (whatever the cause) and will not be held to pay compensation for increased costs or expenses, loss of profit, or any loss or expense resulting from a claim by a third party.
- 14) Style Magazines will not be liable for costs associated with any damage to the venue, equipment, product and/or apparel that is caused by a contractor (ie model, photographer, assistant, client) while on location. Style Magazines will bear the costs of any damage caused by its own employees.
- 15) Style Magazines has no liability to the client in the event of Force Majeure in relation to any loss, damage or expense caused by failure to complete the work and/or deliver the final product as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, acts of terrorism, the inability of our normal suppliers to supply the necessary material, or any other matter beyond the company's control.
- 16) Risk passes from Style Magazines to the client on delivery of any physical goods to the clients premises, or when the client is notified the goods are ready for collection, and we will not be held liable for any losses after this point.
- 17) Any claims against Style Magazines must be made in writing within fourteen (14) days of receipt of the final product by the client and no claims can be made beyond this period.

p 3356 4100
f 3856 0328
e info@stylemagazines.com.au
a PO Box 31 Wilston Q 4051

ABN: 98 120 955 491 ACN: 120 955 491

OWNERSHIP AND RIGHTS

18) The process of creating the 'final product' for a client, requires the construction of native and/or master files. These files contain the intellectual property of Style Magazines. Whilst the 'final product' is the sole property of the client (upon full payment), the 'native files' remain the property of Style Magazines.

19) The native (source) files (the files that were used to originally create the document, ie, InDesign™, Photoshop™, Word™, PowerPoint™, etc) sketches, illustration, including electronic files, procedures and development files employed to create the agreed work remain the sole property of Style Magazines unless specifically agreed and released in writing and after all costs have been settled.

20) A charge for supply of native files will be incurred as it includes intellectual creative expertise, file retrieval, digital file/disc transfer and compensation for loss of (future) earnings. Native files will not be supplied until payment is received in full. This does not include unused intermediate ideas and concepts, which will remain the property of Style Magazines. This also does not include fonts licensed to Style Magazines. The client will be required to purchase their own font licences.

21) For Commercial Confidentiality and Intellectual Property reasons, Style Magazines native files cannot be accessed by any external company or contractors without prior consent of Style Magazines. In the event that Style Magazines (at our discretion) allows access by third parties, additional terms and conditions will apply. By allowing external parties to access these files, you unconditionally waive Style Magazines for any liability that may be associated by changes to the files and backup files that we may hold.

22) During any project, Style Magazines may purchase stock photography or font licences. Unless these are purchased on behalf of the client, these images and fonts are licensed to Style Magazines and are not transferable without written authorisation by Style Magazines with the appropriate royalty fees.

23) Images and fonts supplied by the client for artwork must be licensed by the client and the client accepts all liability for any copyright infringement. Once files are supplied to Style Magazines, we will use them without restriction in the project or any related projects, unless advised otherwise.

COPYRIGHTS AND TRADEMARKS

24) Copyright is retained by Style Magazines on all design work including words, images, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

25) If a choice of concept or design is presented, only one solution given by Style Magazines is deemed to have fulfilled the contract.

26) All other concepts and designs remain the property of Style Magazines, unless otherwise agreed in writing.

27) By supplying copy, images and other information to Style Magazines, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

28) The client agrees to fully indemnify and hold Style Magazines free from any and all claims resulting from the client not having obtained all the required copyright, and/or any other necessary permissions.

29) Style Magazines reserves the right to show any artwork, ideas and sketches created for projects in a portfolio and/or online as examples of client work.

30) If you do not wish for Style Magazines to display your project, please discuss this with the team before proceeding with any projects.

FINAL ART APPROVALS AND CHANGES

31) It is the responsibility of the client to proof all artwork and production files before sign-off and/or production. Style Magazines takes no responsibility for errors in typography, spelling, grammar, formatting or file errors.

32) Any changes or corrections made by the client subsequent to the issue of final artwork and/or files having been sent to print will be charged at an hourly rate. The client will also be charged additionally for any plate changes required, and will be notified of this at the time. Style Magazines may extend or modify any delivery schedule or deadline as may be required by such changes.

33) At the end of each stage of the process (including – but not limited to – before sending an item to print or publishing a website etc) the client will need to 'sign-off' their approval either in person or by email. No further development can be undertaken until the agency is in receipt of written approval confirmation. Any amends to work after signed approval may incur additional charges, and where possible, the client will be notified of this in advance.

34) Whilst every effort will be made in ensuring that print-ready artwork is colour correct and free of errors, Style Magazines can not be held liable for colour matching or production quality should a client choose to manage the printing process themselves.

PAYMENT

35) Every client who signs a Booking Form agrees to these Terms and Conditions

36) The rate set out in the Booking Form is to be paid in full

37) Any cancellation of the order by the client within 30 days of delivery (or publishing date) will be subject to a minimum cancellation fee of 100% of the agreed Booking.

38) Any campaign with discounted rates that is cancelled before the term is completed will attract casual rates.

p 3356 4100
f 3856 0328
e info@stylemagazines.com.au
a PO Box 31 Wilston Q 4051

ABN: 98 120 955 491 ACN: 120 955 491

