



Terms & Conditions of Service

Below are Greenhouse Studios' standard terms and conditions. It is vital that you (The Client) please take time to read through thoroughly and ensure you fully understand these terms and conditions and their implications before you commence any project with Greenhouse Studios. Please also note that from time to time Greenhouse Studios may need to alter these terms and conditions without notice. Please contact us if you do not understand any of the terms and conditions in this document.

Commencement of work

Agreement to work with Greenhouse Studios and submission of a design brief constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between "The Client" and Greenhouse Studios.

Payment terms

"The Client" agrees to pay a 50% deposit of the quoted amount to commence any design project, with the balance payable prior to delivery. Once research, resources allocated or design work has commenced on a project, this deposit is non-refundable. In the case of a change of mind by "The Client" this deposit is non-refundable. Greenhouse Studios endeavours to provide design services that meet and exceed a client's needs and expectations, but in the event of a "change of mind" (after a project has commenced) by "The Client", the initial 50% deposit is forfeited, plus a pro rata payment based upon the time spent.

If "The Client" has regular on-going projects, Greenhouse Studios may choose to forfeit the 50% deposit but reserve the right to request "The Client" makes a progress payment if work exceeds 4 calendar weeks in duration. In such circumstances "The Client" will receive an invoice from Greenhouse Studios for time spent to date. Further invoices will be sent every 4 calendar week for any additional time spent on the project up until the conclusion of the project, with any outstanding amount payable in full upon delivery.

All accounts must be settled in full prior to the release of the artwork files to the client, unless agreed otherwise with Greenhouse Studios. Accounts which remain outstanding for 15 days after the date of invoice will result in "The Client's" work being put on hold.

If you are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so we can discuss a solution that works for you.

Publication and/or release of any artwork created by Greenhouse Studios on behalf of "The Client" may not take place before cleared funds have been received, unless otherwise agreed in writing by Greenhouse Studios.

Fees for service

Greenhouse Studios costs are based on an hourly rate. It is agreed that the fee for service shall be as per the Estimate or Quote provided via email, unless work undertaken exceeds work outlined.

Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by "The Client", after work has commenced.

Excess work

This is defined as any work involving additions to the list of items defined in the Estimate or Quote provided to 'The Client' by Greenhouse Studios or changes to all pieces of finished artwork after sign off by an authorised representative of "The Client". From time to time "The Client" will require extra design requirements during a project, or extra files upon completion of a project. "The Client" will be informed that the alterations or changes requested fall outside the scope of the original Estimate or Quote. If "The Client" wishes these alterations to be made they must agree in writing, and Greenhouse Studios will either supply a new quote for

approval or additional work will be charged at the agreed hourly rate.

Project duration

Any indication given by Greenhouse Studios of a design project's duration is an estimation only. Estimates are taken to commence on the date that Greenhouse Studios receives the deposit in full. Greenhouse Studios will not be held responsible for any increases in the duration of the design project.

Providing copy

Greenhouse Studios encourages "The Client" to provide unformatted text of their work in Word format in order to avoid the time involved and errors that can occur when re-typing text.

Liability

It is the sole responsibility of "The Client" to ensure that all material supplied to Greenhouse Studios, and the design work requested of Greenhouse Studios, is compliant with all relevant laws, regulations and standards. Greenhouse Studios will not be liable for any claims arising out of the design work requested or the material used, including but not limited to copyright or trademark infringement, defamation, or breach of any applicable law or regulation. Greenhouse Studios will not be responsible for any damages, loss, or consequential loss arising in connection with the design work. Any claim against Greenhouse Studios shall be limited to the relevant fee(s) paid by "The Client".

Rights of refusal

Greenhouse Studios reserves the right to refuse to use in its designs any text, images or other material which it considers it to be immoral, offensive, obscene, illegal, or for any other reason. Greenhouse Studios reserves the right to refuse to include submitted material without providing a reason. Where Greenhouse Studios has included material in its design in good faith and later considers that the material breaches these terms and conditions or any relevant law, regulation or standard, "The Client" must allow Greenhouse Studios to remove the material without hindrance or penalty. Greenhouse Studios will not be held responsible for such material being included.

Copyright

In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between client and designer'. Copyright will remain property of Greenhouse Studios till such time an agreement is in place. As part of Greenhouse Studios terms of business, the copyright licence is automatically released to "The Client" on receipt of final payment for the commissioned work. Greenhouse Studios reserve the right to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting Greenhouse Studios in print or digital media portfolios, social media and blogs, except where "The Client" has specifically requested in writing otherwise.

Greenhouse Studios reserve the rights to certain elements used to create your projects including RAW files, fonts, patterns, stock images, textures, colour palettes and other non exclusive items.

Greenhouse Studios reserve the right to use stock images in the creation of designs if required. Costs of this will be outlined to "The Client" prior to purchase if not included in the proposal quote.

Other than for the promotional use of Greenhouse Studios all services provided shall be for the exclusive use of "The Client's" said purposes only.

Approval of final artwork

While Greenhouse Studios takes all care to avoid errors, Greenhouse Studios accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project.

"The Client" should carefully proof read any design material provided by Greenhouse Studios before it is printed or uploaded to its website.

The email verification of "The Client's" representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print due to oversights by "The Client's" proof reading.

Late payments & default

An account shall be considered in default if it remains unpaid for 15 days from the date of invoice or "The Client" has stated expressly that they do not intend to pay an invoice by Greenhouse Studios, unless prior arrangements have been made.

Greenhouse Studios shall at its sole discretion suspend any and all services provided to "The Client" by Greenhouse Studios or its subsidiaries (including but not limited to hosting, websites designed files, concepts, artwork, and email) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid accounts due for services ordered, including, but not limited to design, hosting, domain registration, search engine submission, maintenance, sub-contractors, printers, photographers and libraries plus bank interest calculated daily for each day payment is overdue.

Suspension of such services does not relieve "The Client" of its obligation to pay the due amount. Files on external servers, such as hosted e-commerce solutions will be removed and held until "The Client" has paid for their invoices in full.

"The Client" whose account is in default agrees to pay Greenhouse Studios reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Greenhouse Studios retains all copyright for work performed until full project costs have been paid. Greenhouse Studios reserves the right to reuse or resell work undertaken in the case of payment default.

Greenhouse Studios accepts no liability or responsibility for loss of income or damage to "The Client" for work removed from third

party servers, as a result of non-payment and "The Client" will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

Printing

It is agreed that Greenhouse Studios is not responsible or held liable for any errors contained in the final product after the final product has been approved by "The Client", committed to print or posted in view of the public. Greenhouse Studios will not be held responsible for any changes or amendments made after approval. It is the sole responsibility of "The Client" to notify Greenhouse Studios of any such errors during the revision cycle and before the final files have been generated.

When Greenhouse Studios is asked to provide printing services, we reserve the right to choose the best printer for the project, taking the preferences of "The Client" into account. Greenhouse Studios will make every effort to coordinate printing and deliveries to meet client's deadlines; however, Greenhouse Studios cannot be held responsible for printing or delivery delays. If Greenhouse Studios prepares electronic files or artwork for "The Client's" printer, all aspects of the printing become the sole responsibility of "The Client".

Design credits

The customer agrees to allow Greenhouse Studios to place all designs on Greenhouse Studios' own website for portfolio and demonstration purposes and to use any designs in its own publicity unless specifically requested in writing otherwise.

Greenhouse Studios retains the right to display a small by-line claiming design credit on works it produces, except for corporate stationery.

"The Client" agrees to allow Greenhouse Studios to place a small credit and/or a link to Greenhouse Studios' own website on "The Client's" website.

"The Client" also agrees to allow Greenhouse Studios to place websites and other designs, along with a link to "The Client's" site on Greenhouse Studios own website and other websites Greenhouse Studios deems useful for promotional purposes.

Confidentiality

It is agreed that employees of Greenhouse Studios shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of "The Client" or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of "The Client".

External agents

Greenhouse Studios reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Greenhouse Studios will not knowingly perform any actions to contravene these and "The Client" also agrees to be so bound.

Alterations

Greenhouse Studios has no responsibility for any issues that result from amendments made to the design by "The Client" or any other party.

Disclaimer

Graphic design, strategy, photography, TVC, illustration and marketing are all highly creative and subjective art forms. As such Greenhouse Studios take every possible care with professional advice offered and any suggested creative concepts and/or their implementation. However Greenhouse Studios cannot be held responsible for variations between expectation and outcome.

This proposal assumes goodwill from both Greenhouse Studios and "The Client" regarding:

- What can reasonably be achieved in a given time frame
- Making best use of resources to achieve the most effective outcomes

