

Business Terms



Please read through these Terms of Trading.

Do not hesitate to advise us if you have any queries prior to signing off of any projects.

Your project sign off via fax or email will be deemed confirmation that you have read and agreed to these terms and conditions.

These Terms and Conditions of Trading apply to all work done by Hope AD.

and override any previous terms and conditions.

Please read

The Finer Points

1 Acceptance of project quote

For work to proceed, Hope AD will require a signature in the space provided at the bottom of each project quote. In the absence of a fax, we will accept your sign off via email notwithstanding that in an individual instance a quote is not signed, should we undertake work at your request we will do so only on the understanding that our Terms and Conditions of Trading form part of the basis of any work carried out.

2. Right to re-cost quote

Quotes are based on all stages of a project being accepted by you exactly as specified in the quote. If any of the stages are (for any reason) not accepted by you, amended or in any significant way varied by you, we reserve the right to re-cost the project and you will be bound by the new quote. If the project is cancelled or postponed prior to completion, you will be billed for the services and materials incurred up to that point.

3. Quotation

The content of any quotation provided by us to you shall at all times remain our property and shall not be disclosed to any third party either directly or indirectly until we have been retained by you to carry out the project to which such quotation relates

4. Spec Work

Where we perform any work on a "Speculative" basis (as such term is known in the industry) you agree that should we be successful in obtaining the project you will pay a fee to us based on our standard hourly charge for all work done up to the point at

which we are retained to do the project.

5a. Copyright

We own the copyright of any work we produce on your behalf, including preliminary proposals, computer files, ideas as communicated to you or provided in any material form whatsoever, roughs and/or artwork (Whether stored electronically or otherwise) created in the course of developing your project. (Please feel free to visit <http://www.copyright.org.au> where a comprehensive listing of copyright laws and legislations can be found) We give you the exclusive licence to use any work we produce for you for the purposes outlined in the quote, in accordance with these Terms and Conditions of Trading. You may not modify the work or use it for any purpose other than the purpose for which it is originally created without our prior written permission. If you want us to transfer copyright to you, this is done through our standard Deed of Assignment, which is available upon request for you to read. The costs of an assignment are: (i) the transfer of the copyright itself; and (ii) associated legal fees. Sometimes we contract work out to artists (such as freelance writers, photographers, graphic artists and illustrators) for a particular project. Often they may retain the copyright to their work, and accordingly, only the artists themselves can transfer ownership in these works to you. If you want to buy copyright to such works, inform us of this in advance and we will seek to negotiate for those rights on your behalf.

5b. Object/Source Code

Where we have agreed to provide you with access to either or both of object and/or source code in connection with any work carried out on your behalf you agree that any amendment or modification subsequently carried out by you to such code will be of a limited internal nature. In any case you will treat all such code as being our confidential information and will not disclose same to any third party whatsoever or in any way deal with such code save for the express purpose of the licence granted to you in 5A of these terms and conditions.

6. Time specifications

All specifications of time submitted during the production process or contained in the quote are guides only. While we make every effort to follow them, we accept no responsibility if we are unable to do so.

7. Delay in supplying raw material or returning signed proofs

We will usually consult with you to set estimated production schedules. To keep to these estimates, we may require you to provide us with material on which to work, (e.g. the text of a brochure) or return signed proofs within a specific time. If these are not received by the date we request that they be provided to us, we are entitled (at our discretion) to add the length of the delay to our production time.

8. Author's corrections

Author's corrections are defined as any corrections to the original copy, additional material (including photos and illustrations or graphics), functionality and amendments or additions after commencement of work are additional to the quote.

9. Limitation on Damage

Notwithstanding anything contained in Clauses 5 & 6 hereof, HOPE AD shall not be liable for any claim to damages of a direct or indirect nature (including any claim for consequential loss) arising out of any delay in delivery by us to you or by any third parties appointed by us in re-

spect to any stage of a project

10. Proofs

At each proof stage, we will send you proofs and ask you to inspect them. Please do this carefully and, if in order, signify that you have checked and approved them in their entirety by having an authorised officer (or your client) sign the proofs. If you are unable to physically sign and send back the proofs we will accept an electronic sign off via email. By doing so, you accept all responsibility for errors at each proof stage. Note that, for quality control reasons, we cannot proceed to the next stage unless proofs are signed off.

11. Printing

We reserve the right to supervise printing in order to ensure proper quality control. While we take all reasonable care, we are not liable for the printer's errors. If you do not notify us of defects within three (3) days of delivery, you are taken to have accepted the goods or the product or services as being satisfactory. Where we organise and supervise printing, we will endeavor to deliver the correct quantity ordered. However, as a result of the difficulty of producing exact quantities of finished items, our quotations are conditional upon excesses or shortfalls up to 10% being charged or credited accordingly.

12. Variation between proofs and printed result

Chemical proofs or colour copies on paper or screen displays do not (for technical reasons) always accurately simulate printing results, particularly with printing on matt or textured paper. While we will always do our best to achieve identical results we are not liable if there are differences in printed results and the chemical proofs, colour copies or monitor displays.

13. Final checking of printing

If you are unable to check printing in person, we will use our best judgment in achieving a result that we believe to be acceptable, but are not liable for any failure of the printer to produce results satisfactory to you. We

are not liable for printing errors where we do not organise and supervise printing. Where we do supervise printing, we are not liable for any unforeseen results.

14. Stock damage

We are not liable for damage caused to printed materials in transit between the printer, or manufacturer and your delivery point.

15. Archiving

We keep all artwork, film, computer files and other materials for 12 months from the date of their creation, after which they are destroyed. If you want us to keep anything beyond this time you must tell us in writing. We are not responsible if any of your files or material supplied are corrupted or unreadable.

16. Advertising/Media Placement

We are entitled to a commission or a rebate from third parties for the placing of certain advertising and/or media. This commission is not an additional cost to you but is part of their existing costing structure for dealing with agencies.

17. Out-of-pocket expenses

Unforeseen out-of-pocket expenses (such as couriers, credit card transaction fees, materials etc) are not included in and are additional to the quote. We charge a commission on all out-of-pocket expenses (including but not limited to film, bromides, illustration, photography, freight etc) to cover administration costs.

18. Samples of finished items

For our records, we retain at least 10 samples (3 if the unit cost is high) of each finished product designed by us. Where this is not practical (e.g., outdoor signage or exhibition displays etc) we will arrange for photos or representations of the works, at our discretion. We may show samples, photos or representations of the work to further promote our services to the public at large and to enter the work in exhibitions or for publication in

award annuals, magazines and competitions.

19. Payment with order

All accounts will be payment with order. unless credit terms granted in writing.

20. Credit

After an initial trading period (between 3 and 6 months) where credit worthiness can be established. Hope AD will grant either a 14 or 30 day account. This will be confirmed in writing. Credit can be requested using a HOPE AD credit application.

21. Work in Progress

Any work not completed by the end of the month will be progressively billed.

22. Payment

Payment must be made within the trading terms granted without any deductions or set-offs. Unless all outstanding bills are fully paid, we reserve the right to: (i) not begin, continue or deliver any work; and (ii) retain for our own use any goods you supply to us and/ or which have been produced for you.

23. Overdue accounts

A late fee of 1.5% per month will be charged for all accounts overdue greater than 30 days

If balance is 45 days overdue, the account will be considered out of order and credit suspended until arrears are paid. Work will cease until all overdue amounts are paid.

if arrears reach 60 days overdue. legal action will be taken to recover the debt • If balance still unpaid at end of month 4 (i.e. 60 days overdue), Finance/Admin will raise a further 1.5% fee invoice and place debt in the hands of a recovery agency so that legal proceedings can be started for recovery of debt. failure to pay invoices/referral of your accounts to third party agents for recovery will also incur extra fees.

24. Implied warranties

(i) The Trade Practices Act 1974 and certain State and Territory legislation may imply certain

conditions and warranties into these Terms and Conditions of Trading but to the extent that such conditions and warranties may lawfully be excluded, all such conditions and warranties are expressly excluded. (ii) Further, to the extent permitted by law, if we become liable to you in any manner whatsoever for breach of warranty or for any other reason, then our liability is limited solely to the cost of supplying the services to you again or the payment of the cost of having the services supplied to you by a third party, whichever we elect. (iii) We do not accept any liability from the disclosure of confidential documents.

25. Client's warranties

Where you supply us with information, designs or other material you warrant that: (a) it does not infringe any copyright, trademark or design; (b) it is not in breach of confidence, misleading or deceptive; (c) it is not defamatory or unlawful; and (d) all statements purporting to be factual are true. You are responsible for any statutory requirements for packaging or labeling goods. To the maximum extent permitted by law, you indemnify us against any breach of warranty made by you in these Terms and Conditions of Trading.

26. Law of Agreement

The law of the State of Victoria, Australia applies to these Terms and Conditions of Trading.