Standard Conditions of Agreement

General:

1. All terms are applicable to the Client and A Watson & S B Watson Tas Pixelkraft hereon known as Pixelkraft.

2. All estimates are valid for a period of 30 days.

Terms of Costs:

3. Estimates provided are within ± 10% of actual costs. Estimates are provided for client's budgeting convenience and, since estimates of a creative project are difficult to anticipate, our estimate should not be construed as a firm quotation. In the event that there are client revisions to the specified task, every effort will be made to keep the client apprised of additional costs. Revision or edit time will be billed at an hourly rate of $60.00 + GST for design and meetings.

4. Outside costs, such as printing, copy writing, photography and web hosting, are estimated to the best of our ability. They are estimated at actual cost plus a 15% handling fee. Management of Client web hosting accounts will be billed at an hourly rate of $60.00 + GST.

5. All applicable goods and services tax will be paid by the client.

Copyright and Ownership:

6. In the event that several design solutions are being submitted for the clients consideration, the design solution selected by the client for production becomes the purchaser's property subject to payment conditions. All other design solutions in all forms remain the property of Pixelkraft and may not be reproduced without written permission by Pixelkraft and will be subject to payment conditions .

7. All conceptual presentations are developed with the understanding that the final work will be executed by Pixelkraft.

8. Electronic mechanical art will remain the property of Pixelkraft unless specifically negotiated at the time of agreement. Pixelkraft will be responsible for storage of this artwork for three years. Pixelkraft takes no responsibility for damaged or loss of production files and materials that have been supplied to the client. Pixelkraft reserves the right to charge the client for replacement of production files or materials that are stored in our archives. Unless specifically indicated otherwise, all files will be created in software versions and with fonts for Macintosh systems.

9. Copyright on all original designs and production material remains the property of Pixelkraft and therefore may not be reproduced or adapted until completion of the contract and full payment of all related fees has been received.

10. Unless otherwise stated, all original (non-royalty-free) illustration and photography is purchased for one time use only and entitles the client to reproduction rights for the specific project on which the price was negotiated. Re-use, adaptation, or extended use will require additional compensation based on the market value of additional usage.

Supplied Content, Client Approval and Revisions:

11. Pixelkraft is not responsible for proofreading copy or other materials supplied by the client. Pixelkraft will make every effort to ensure correct spelling, punctuation, but the client is ultimately responsible for final approval of all copy.

12. Client has the right to terminate the agreement in writing. In the event of termination, Pixelkraft will be paid for all expenses incurred on all fees for work done up to date of termination. All concepts and work produced up to date of termination remain the property of Pixelkraft.

13. Projects placed on hold for more than 30 days will automatically be billed for work completed and are subject to termination and revised estimate if kept on hold for 60 days.

14. Client managed web hosting: During the web development process clients will be asked to supply all login details to web hosting control panels. Pixelkraft is not responsible for the storage of login details and will take every reasonable precaution to keep these details safe while in possession or until the web development task is complete. It is the clients responsibility to maintain the security and integrity of self managed web hosting products.

Pixelkraft self promotion of Client's Design Solutions:

15. Use of the printed piece(s) and other design material for Pixelkraft's promotion is permitted, including submission to design competitions and publications.

Resolution of disputes:

16. In the event of a legal action to enforce any provision of this agreement the prevailing party shall be entitled to receive reasonable legal fees and costs. Prior to tribunal proceedings however, either party may submit a dispute to binding arbitration before the Queensland Civil and Administrative Tribunal or a Tribunal located in Brisbane Queensland.

If you would like to know more about the services we provide please call: (07) 3822 9366