



GOODFIFTY

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General Term's & Conditions

Date: 14.12.22

General Terms & Conditions

1. PAYMENT

All invoices are due within 14 days of receipt. Designer will bill every Friday for the total hours and expenses incurred per week. The Client shall pay interest at the rate of 1.5% per month on all overdue balances.

2. ESTIMATES

The fees and expenses estimated concurrently here with and set forth in any accompanying documentation are estimates only. The final fees and expenses shall be as set forth on Designer's invoice. If Designer reasonably anticipates the aggregate of fees and expenses to exceed the original estimate by more than 10%, then Designer shall seek the Client's approval and shall have the right to suspend work without liability and with a day-for-day extension of any subsequent deadlines until the Client shall have provided such approval or agreed upon a reduction in scope. The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses, and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

3. CHANGES

Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes. If Client requests or instructs Changes outside scope of the Services, outlined in this agreement. Designer shall be entitled to submit a new and separate Proposal to Client for written approval.

4. EXPENSES

In addition to Designer's fees, Client shall also reimburse Designer for all third party expenses in connection with this Assignment plus a standard handling charge of 12% and any sales taxes due on this Assignment, whether the same are billed currently or in arrears. Client shall advance Designer a deposit of 25% of the estimated expenses.

5. CANCELLATION

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered. This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party: (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

6. OWNERSHIP OF WORK

When the final work has been completed and fully paid for, the project shall be deemed work for hire and Client's rights shall be as set forth herein. At all times, including after full and final payment, Designer shall retain physical ownership and possession of, and all intellectual property rights to, all original preliminary artwork, drawings, specifications and other visual presentation materials other than the final works approved by the Client. Effective only upon final payment hereunder, Designer hereby assigns to the Client all right, title and interest, including, without limitation the copyright, in and to the final works created, assembled, organized or produced by and delivered to the Client. Designer hereby warrants to the Client that, in connection with the production of the final works created hereunder, it has not knowingly infringed on the copyright of any third party. The Client hereby grants Designer a limited worldwide, irrevocable royalty-free license to reproduce the final work created here under and to include such work in a portfolio of Designer's work for self-promotional and editorial purposes, including entry into contests. Designer and any other authors of the work shall receive a credit line with any editorial usage to the extent such credit lines are substantially in accordance with customary industry practice.

7. TERMINATION

Designer may terminate this Agreement in not fewer than five (5) business days' notice if the Client is delinquent in paying invoices and does not cure the delinquency within three (3) business days after receipt of notice with respect there to.

8. MISCELLANEOUS

Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

9. LIMITATION OF LIABILITY

The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of designer, to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of designer. In no event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.