

PAPERCUT TERMS AND CONDITIONS

February 2010

SCOPE: The proposal only includes the items outlined in the project schedule and estimate for design. The proposal does not include printing, scanning, photography, illustrating, editing or copy writing unless otherwise specified.

CONFIDENTIALITY: It is understood that Papercut will not disclose or make public to any other client or third party, any information, material or item in connection with this project, unless authorised in writing.

COPYRIGHT: By default, Papercut will retain copyright over all design/solutions produced by the company. Copyright is about protection, not only for the originator of the design, but also for the client or purchaser of the design solution or service. Retaining copyright over our original designs ensures that the integrity of the original design is maintained, which in turn benefits you, our valued client.

With every project you undertake with Papercut, you are buying a specific design solution including the final artwork files (excluding fonts and working files). Fonts are not copyright to Papercut, only licensed by Papercut, therefore we are unable to supply you the client, with fonts used within any given project unless it is for the express purpose of printing without breaching our license agreement with our Font suppliers. You are also paying for a limited copyright license to use the artwork/design for the original intended purpose. This means that you only have to pay for the license you need at the time, which in turn ensures that we are able to keep our costs down. A full, unrestricted license over artwork can be very costly, therefore we believe that it is in your best interest to only charge you for what you need. If, in the future, you require further use of a design or artwork, you need only contact Papercut and request permission to re-use the desired artwork. Of course, an additional fee may apply, however this is based entirely on the intended use and is assessed on a case-by-case basis.

INTELLECTUAL PROPERTY: As far as intellectual property (IP) is concerned, Papercut retains all rights regarding programming and development of source code, as well as design processes (incorporated in the development of working files—such as layered Photoshop files). Once again you will be granted a limited license to use the developed IP for the purpose of the intended project. Full copyright can be purchased for an additional fee. Each request for the handover of copyright will need to be assessed on a case-by-case basis. If you have any questions, please don't hesitate to contact us at info@papercut.net.au

Papercut reserves the right to use a picture version of the project when completed as a part of our Papercut design portfolio. This portfolio could be viewed on screen, online, in printed form or as a PDF.

FILE SUPPLY: All text files are to be supplied in Word as soft copy. Any images or logos should only be supplied in 300dpi resolution. Large files can be zipped (compressed) and emailed. Company corporate colours, fonts or style guides should be specified before work is undertaken.

CLIENT CORRECTIONS/REVISIONS: Correction requests will be charged as an additional cost at our quoted hourly rate. Client requests (also called author's corrections) are any requested changes to design, structure or content, which vary from the original brief or are requested after approval of that project stage has been received.

CLIENT APPROVAL: Papercut is not responsible for any errors typographic or otherwise on design work once the client has approved proofs, please check all artwork thoroughly.

VARIATION OR CANCELLATION OF PROJECT: Acceptance of a proposal confirms that you have contracted Papercut for the project described. If there are any changes in the requirements and/or specifications of the project, we reserve the right to change the proposal. If the project is cancelled or postponed prior to completion, you agree to pay for the time and materials used to date.

FREE PITCHING: Papercut does not endorse 'free pitching', but supports the Australian Graphic Design Association Code of Ethics on the issue. Any presentation to a client requiring the production of original ideas/concepts must be reimbursed either with an agreed pitching fee or the signing of a design proposal and must be in confidence.

PRINT BROKERAGE: Papercut does not charge a print brokerage fee (which is a % surcharge on top of printing costs). Instead we charge a one off Print Management fee as outlined in all proposals requiring print, this covers our time in consultation and coordination of any print project. Papercut does not carry the printing cost of any project unless agreed at the onset of the project. All print/production costs are therefore invoiced separately to this design proposal, unless under the express request of our printer or client.

PAYMENT AND INVOICING: Terms of payment are strictly 7 days from invoice date unless an alternative arrangement is negotiated prior to commencement of the project. Payments not received by the due date will attract a cumulative interest charge of 10% for each week that payment remains outstanding. Papercut reserves the right to request a 50% deposit before commencing a project or projects may be invoiced per stage with progress payments. If a purchase order number is required to be allocated to a Papercut invoice, please forward a purchase order together with the acceptance of this proposal. Proposals are valid for 30 days. All charges shown are estimates only and are subject to change.

COURIERS: Any charges for courier deliveries required will be added to the client's invoice.