

# Papercut Terms & Conditions

## Consultations

Normally a consultation is included in a clients quote. However, if Papercut staff have spent considerable time consulting, sourcing supplier quotes and tendering for work that does not commence, a consultation fee may be billed to the client.

## Scope

The proposal only includes the items outlined in the project schedule and estimate. Extra work outside the original quoted scope will attract extra fees. Requests outside the scope will be quoted for and approval sought before proceeding. The proposal in general does not include printing, scanning, photoshop manipulation, 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

Papercut grants our clients (upon full payment of any account balance) a **non-exclusive, perpetual, worldwide, fee-free license** to use the logo/artwork/design/material for the original intended purpose. This means that we will provide you with the finished art files as quoted (\*usually PDF). By default, Papercut will retain a **non-exclusive license** over all design solutions produced by the company. Papercut reserves the right to use a picture version of the project when completed as part of our promotional portfolio. This portfolio could be viewed on screen, website, in printed form or as a PDF at our discretion. As the copyright owners we can assign some or all of our rights to you, or we can offer a full **unrestricted exclusive license** over particular design solutions and material produced by our company. This means that all design rights are handed over to you. All native working and final art files are released in this transaction. Of course, a licensing fee will apply (from \$500) assessed on a case-by-case basis. Papercut warrant that Commonwealth, State or Territory Government will be the first owner of copyright in material created, or first published, under its direction or control and therefore granted a **non-exclusive, irrevocable, perpetual, worldwide, fee-free license** by default.

## Intellectual Property

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 and InDesign files). Once again you will be granted a **non-exclusive license** to use the developed IP for the purpose of the intended project. Full copyright or an **unrestricted exclusive license** can be purchased for an additional fee as outlined above. Each request for the hand-over 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: [info@papercut.net.au](mailto:info@papercut.net.au)

## Fonts

Fonts are not copyright to Papercut, only licensed to 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.

## Logos

Logos and brand identity created by Papercut will be provided to the client owner in various file formats on CD for the purposes of your unrestricted use on the agreed intended business material. Logo kits will contain editable EPS files for your agreed use, however these files are not to be altered, modified or adapted in any way without permission from Papercut. Should you require changes to the logo we ask that you return to Papercut with your request in order to maintain copyright and design integrity. Fees will apply for this service.

## Final art files

Final art print files (logos excepted) will be provided to the client as high resolution PDF files unless requested otherwise. It is our policy that the final art native working files remain with Papercut to protect both your copyright and ours. If you require the final art working files (InDesign, Photoshop or Illustrator) please request this at the onset of the job to avoid an artwork retrieval fee. Of course, a licensing fee will apply (from \$500) assessed on a case-by-case basis.

## Artwork retrieval

Once your job is completed we archive your artwork files 30 days later. Should you require us to search for and re-open archived files to retrieve artwork and re-supply files to you, we charge a fee for this service.

## Supplying files to us

All text files are to be supplied as electronic Word documents. Any images or logos should only be supplied in 300dpi resolution, images taken from the web are not adequate for print. We offer an image search service and an illustration and photography service, please ask for a quote. Large files can be zipped (compressed) and emailed. Company corporate colours, fonts or style guides should be specified before design is commenced. For large files we have an FTP service, please ask for the link so you can supply files to us easily.

## Editing & copy-writing

Text should be supplied as the final edited text. We recommend professional copy-writing for your text. We do not correct text as we typeset, if you require editing or copy-writing we do offer this service, please ask for a quote. Unedited text will result in author corrections which are billed per hour.

## Client corrections/revisions/changes

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, text, structure or content, which vary from the original brief or are requested after approval of that project stage has been received. In most cases the first round (up to one hour) of author revisions is included in the quote.

## Client approval

Papercut is not responsible or liable for any errors typographic or otherwise on design work once the client has approved proofs both electronic or printed, 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 costs. 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.

## Closing jobs

Papercut has a policy to close off long term jobs that are stagnant after 6 months. The client will be notified two weeks before close off and given the opportunity to provide further instruction or content to progress and complete the job within a reasonable time frame. The job will be invoiced at close and an account management fee will be charged to re-open the job upon request.

## Print brokerage

Papercut does not charge a print brokerage fee which is a surcharge on top of printing costs. Instead we charge a Print Management fee as outlined in all proposals requiring print, this covers our time in consultation and coordination of any print project. Should further quote sourcing (above 3) be required following a submitted proposal or specifications change – further print management fees will apply. Papercut does not carry the printing cost of any project unless agreed at the onset of the project. All print/production costs are invoiced directly to the client, unless under the express request of our printer or client at the time of quoting.

## Print issues

While we do everything we can to ensure your print job is of the highest quality, there may be variations in colour and quality. Where possible we will guide and advise you regarding your print job, however Papercut does not take responsibility for any printing process issues which are out of our control. If a press check is available and we think necessary we will suggest this to ensure a close colour match and quality control. We encourage you to attend the press check to approve the colour etc before the job is printed. A press check is scheduled at a time that suits the printer and can be after hours in some cases. Should a press check be required it will be billed to your account for time and mileage by our staff.

## Websites

While we do everything we can to ensure your website is trouble free, once it's launched on the internet there are many things out of our control. **Papercut takes no responsibility** for any third party products, plug-ins, software or components used in the website development such as payment gateway, SSL certificates etc. Papercut is not responsible for any third party interference or account suspension of your website following the launch. **We suggest you take regular back-ups to avoid any disruptions.**

Domain registration and hosting charges are not included as a part of the proposal unless mentioned otherwise. Papercut can organise an appropriate hosting solution if required, a quote for which will be issued. Where clients decide to organise their own hosting, we should be consulted before finalising the type of hosting and database, as it should meet the requirements of the technology used for the website development. Please note that we'll require full access with hosting support for testing and deployment. **Papercut will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.**

Technology support of an additional 3 working hours is given to all medium and large size projects, for any **basic** modification or changes, which may be utilised for up to a period of one month after the delivery. **Please note that these support hours are not applicable if the design or coding or any other aspect of the website has been altered by anyone other than the Papercut team. Further technical support, repairs, training, maintenance or updating will be charged by the hour.**

## Payment and invoicing

**Terms of payment are strictly 7 days from invoice date (30 days for government clients)** unless an alternative arrangement is negotiated prior to commencement of the project. Papercut reserves the right to request up to a 50% deposit before commencing a project. Extended projects (more than one month) may be invoiced per stage or per month with progress payments. Payment in full of any balance must be received before files are handed to client or website goes live. Proposals are valid for 30 days. All charges shown are estimates only and are subject to change. Scope creep is the responsibility of the client and variations and extras will be charged appropriately.