



Terms and Conditions

The following Terms and Conditions of Service apply to all products and services provided by Fine Line Design & Publishing Pty Ltd (FLD&P).

All work is carried out by FLD&P on the understanding that the client has agreed to FLD&P's terms and conditions.

Copyright is retained by FLD&P on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by FLD&P as fulfilling the contract. All other designs remain the property of FLD&P, unless agreed in writing that this arrangement has been changed.

Project Acceptance

At the time of proposal, FLD&P will provide the customer with a written estimate or quotation. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to FLD&P. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept FLD&P' terms and conditions. No work on a project will commence until either document has been received by FLD&P unless otherwise agreed verbally.

Design Charges

Charges for design services to be provided by FLD&P, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until FLD&P has received this amount or otherwise agreed.

Charges for Other Services

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

Payment

The customer will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to FLD&P. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cash, cheque, or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by FLD&P on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. FLD&P reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. FLD&P shall be considered entitled to remove FLD&P' and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for serv-

ices, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay FLD&P reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to FLD&P for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by FLD&P on behalf of the customer, will remain the property of FLD&P and/or its suppliers.

The customer may request in writing from FLD&P, the necessary permission to use materials (for which FLD&P holds the copyright) in forms other than for which it was originally supplied, and FLD&P may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to FLD&P, the customer grants FLD&P permission to use this material freely in the pursuit of the design.

Should FLD&P, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow FLD&P to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold FLD&P free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out. The customer also agrees that FLD&P holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the customer by FLD&P, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of FLD&P and any of its relevant sub-contractors.

All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. FLD&P will not be held responsible for any and all damages resulting from such claims. FLD&P is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold FLD&P responsible for any such loss or damage. Any claim against FLD&P shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to FLD&P's definition of acceptable means of supplying data to the company.

Text is to be supplied to FLD&P in electronic format as standard text (.txt), MS Word (.doc) on floppy disc, or CD-ROM, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by FLD&P via floppy disc, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and FLD&P will not be held responsible for any image quality which the client later deems to be unacceptable. FLD&P cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

Design Project Duration

Any indication given by FLD&P of a design project's duration is to be considered by the customer to be an estimation. FLD&P cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by FLD&P for the initial payment or by date confirmed in writing by FLD&P.

Rights of Access for Website Construction

The client agrees to allow FLD&P all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow FLD&P access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply FLD&P with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

FLD&P considers the design project complete upon receipt of the customer's signed Approval form. Other services such as printing, display panel production, filmwork, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

Website Design Only

Once web design is complete, FLD&P will provide the customer with the opportunity to review the resulting work. FLD&P will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to FLD&P by e-mail or fax and confirmed by post.

FLD&P will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

Disclaimer of warranties and limitation of liability for any site designed by FLD&P is provided by FLD&P on an "as is" and "as available" basis. FLD&P makes no representations or warranties of any kind, express or implied, as to the operation of this site or the information, content, materials, or products included on this site. You expressly agree that your use of any site designed by FLD&P is at your sole risk. To the full extent permissible by applicable law, FLD&P disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. FLD&P does not warrant that any site designed by, its servers, or e-mail sent from FLD&P are free of viruses, unexpected hacking, disfunction, hardware failure or other harmful components. FLD&P will not be liable for any damages of any kind arising from the use of any site designed by FLD&P, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Hosting websites

FLD&P does not offer in-house hosting services. FLD&P can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. FLD&P may request that clients change the type of hosting account used if that account is deemed by FLD&P to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organisation are the responsibility of the client and FLD&P are not liable for their payment.

Domain Registration

FLD&P cannot guarantee the availability of any domain name. Where FLD&P is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, FLD&P cannot

guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added.

Design Credits

The customer agrees to allow FLD&P to place a small credit on printed material exhibition displays, advertisements and/or a link to FLD&P's own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow FLD&P to place websites and other designs, along with a link to the client's site on FLD&P's own website for demonstration purposes and to use any designs in its own publicity.

Rights of Refusal

FLD&P will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. FLD&P also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that FLD&P does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow FLD&P to remove the contravention without hindrance, or penalty. FLD&P is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, FLD&P will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by FLD&P within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

FLD&P makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. FLD&P will not be held responsible for any and all damages resulting from products and/or services it supplies. FLD&P is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility. FLD&P reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. FLD&P will not knowingly perform any actions to contravene these and the client also agrees to be so bound. FLD&P and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 5% of the total ordered. FLD&P recommend that if an exact quantity is required, then 5% extra is added to the quantity and extra time made available should the job be delayed.

Acceptance of Quotation and Terms and Conditions

The placement of an order for design and/or any other services offered by FLD&P and validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and FLD&P.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. FLD&P reserves the right to change any rates and any of the Terms and Conditions at any time.