



· ANA SILVIA REINKE ·

COMMUNICATION & DESIGN

TERMS AND CONDITIONS

BELOW ARE ANA SILVIA REINKE COMMUNICATION & DESIGN (WE, US, THE DESIGNER) STANDARD TERMS AND CONDITIONS. IT IS VITAL THAT YOU THE CLIENT (THE USER, CLIENT, CUSTOMER) PLEASE TAKE TIME TO READ THROUGH THOROUGHLY AND ENSURE YOU FULLY UNDERSTAND THESE TERMS AND CONDITIONS AND THEIR IMPLICATIONS BEFORE YOU COMMENCE ANY PROJECT WITH ANA SILVIA REINKE COMMUNICATION & DESIGN. PLEASE ALSO NOTE THAT FROM TIME TO TIME ANA SILVIA REINKE COMMUNICATION & DESIGN MAY NEED TO ALTER THESE TERMS AND CONDITIONS WITHOUT NOTICE. PLEASE CONTACT ANA SILVIA REINKE COMMUNICATION & DESIGN IF YOU DO NOT UNDERSTAND ANY OF THESE TERMS AND CONDITIONS IN THIS DOCUMENT.

AS A USER OF OUR WEBSITE, YOU AGREE NOT TO REPRODUCE, RETRANSMIT, DISSEMINATE, SELL, PUBLISH, BROADCAST, OR OTHERWISE USE ANY MATERIAL FROM THIS SITE WITHOUT OUR EXPRESS PRIOR WRITTEN CONSENT.

COMMENCEMENT OF WORK

These Terms and Conditions govern your access and use of the ANA SILVIA REINKE COMMUNICATION & DESIGN website. By accessing or using the ANA SILVIA REINKE COMMUNICATION & DESIGN website you agree to be bound by these Terms and Conditions and to any additional guidelines, restrictions, or rules that may be posted in connection with specific sections or services of the ANA SILVIA REINKE COMMUNICATION & DESIGN website. All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these Terms and Conditions.

Agreement to work with, and submission of a design brief and payment of a deposit to ANA SILVIA REINKE COMMUNICATION & DESIGN constitutes agreement to these Terms and Conditions.

PAYMENT

THE CLIENT agrees to pay a 50% deposit of the quoted amount to commence any design project, with the full balance payable within twenty eight (28) days of receipt and completion of artwork. Once research, resources allocated or design work has commenced on a project, this deposit is non-refundable. In the case of a change of mind by THE CLIENT this deposit is non-refundable. ANA SILVIA REINKE COMMUNICATION & DESIGN endeavours to provide graphic and web design services that meet and exceed THE CLIENT needs and expectations, but in the event of a change of mind (after a project has commenced) by THE CLIENT, the initial 50% deposit is forfeited, plus a prorate payment based upon the time spent.

If the work time exceeds four (4) calendar weeks in duration, THE CLIENT agrees to a progress payment of 20% of the balance per month until the conclusion of the project, with any outstanding amount payable in full upon delivery.

All printing accounts must be settled in full prior to the release of the files to the printer.

Accounts which remain outstanding for fourteen (14) days after the due date of invoice will incur an additional late payment fee equivalent to 10% of the project costs for each week payment is outstanding. If you, THE CLIENT, are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so we can discuss a solution that works.

The grant of any license or right of copyright is conditioned on receipt of full payment.

DESIGN SAMPLES

THE CLIENT agrees to supply for free, in addition to fees for service, any number up to three (3) of printed samples of every item produced for THE CLIENT by ANA SILVIA REINKE COMMUNICATION & DESIGN during the course of this project (quantity to be specified by the designer). THE CLIENT also agrees to allow a small credit with a link to the front page at www.anasilviareinke.com on the footer of any/all pages designed by ANA SILVIA REINKE COMMUNICATION & DESIGN.

Removal of this credit constitutes a breach of these Terms and Conditions without our express prior written consent.

THE CLIENT also agrees to allow ANA SILVIA REINKE COMMUNICATION & DESIGN to showcase any/all work created in the course of a project as part of ANA SILVIA REINKE COMMUNICATION & DESIGN portfolio/gallery. ANA SILVIA REINKE COMMUNICATION & DESIGN acknowledges the confidential nature of projects and agrees to only display project work once product/site has been publicly launched/commences.

FORCE MAJEURE

ANA SILVIA REINKE COMMUNICATION & DESIGN shall not be held liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partially due to any cause or circumstances whatsoever outside the reasonable control of ANA SILVIA REINKE COMMUNICATION & DESIGN including but not limited to war, strikes, lockouts,



· ANA SILVIA REINKE ·

COMMUNICATION & DESIGN

industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of machinery, theft, vandalism, riots, civil commotions, accidents of any kind or acts of terrorism.

FEES FOR SERVICE

It is agreed that the fee for service shall be the whole cost estimates provided via email, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in the quote, THE CLIENT, agrees to pay appropriate fees for the excess work, outside the scope of the original agreement. Wherever possible THE CLIENT will be notified of increases in the scope of the project.

ESTIMATES

Any fees and expenses shown are minimum estimates only unless an hourly fee has been agreed upon. That fee will be \$80 AUD per hour and ANA SILVIA REINKE COMMUNICATION & DESIGN shall keep the client apprised of a tally of hours within a reasonable period of time. Final fees and expenses shown are minimum estimates only unless the proposal and/or invoice is clearly marked Firm Quote, otherwise the above stated hourly fee will be payable on all time over that which has been quoted with a minimum in thirty (30) minute increments.

ADDITIONAL WORK

Additional work is defined as any work involving additions to the list of items defined in the Project Proposal or changes to all pieces of finished artwork after sign off by an authorised representative of THE CLIENT. From time to time THE CLIENT will require extra design requirements during a project, or extra files upon completion of a project. THE CLIENT will be informed that the alterations or changes requested fall outside the scope of the original estimate. If the client wishes these alterations to be made they must agree in writing, and a fee of \$80 AUD (plus GST if applicable) per hour will be payable.

Should additional design not initially quoted for be requested during the design process, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable within twenty-eight (28) days of receipt.

Publication and/or release of the work performed on behalf of THE CLIENT by ANA SILVIA REINKE COMMUNICATION & DESIGN may not take place before cleared funds have been received.

Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the client terminates the contract, after work has commenced.

LIABILITY AND LITIGATION

It is agreed that all work and materials provided for THE CLIENT by ANA SILVIA REINKE COMMUNICATION & DESIGN will be free and clear of all liens and encumbrances and may be lawfully used by THE CLIENT without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright, trade secret, patent, or trademark rights of any third party.

It is agreed that ANA SILVIA REINKE COMMUNICATION & DESIGN indemnify and hold THE CLIENT harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by negligence of THE CLIENT or its employees, and it is agreed that ANA SILVIA REINKE COMMUNICATION & DESIGN shall notify THE CLIENT in writing of full details of any such claim.

Under no circumstance shall ANA SILVIA REINKE COMMUNICATION & DESIGN be liable to THE CLIENT for an indirect or consequential loss suffered by THE CLIENT relying on the information included in the Supplies prepared by ANA SILVIA REINKE COMMUNICATION & DESIGN including (without limitation) loss of profit, loss of contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the Supplies only, not to include claims for delays, out of sequence working, non productive overtime, award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

APPROVAL OF FINAL ARTWORK

While ANA SILVIA REINKE COMMUNICATION & DESIGN takes all care to avoid errors, ANA SILVIA REINKE COMMUNICATION & DESIGN accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. THE CLIENT is to proof read and approve all final copy/copies before the production of artwork. The email verification of THE CLIENT/THE CLIENT'S Representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print due oversights by THE CLIENT proof reading.



• ANA SILVIA REINKE •

COMMUNICATION & DESIGN

PRINT RETURNS AND REFUNDS

It is agreed that ANA SILVIA REINKE COMMUNICATION & DESIGN is not responsible or held liable for any errors contained in the final product after the final product has been approved by THE CLIENT, (approval to be given in writing), committed to print or posted in view of the public. ANA SILVIA REINKE COMMUNICATION & DESIGN will not be held responsible for any changes or amendments made after approval. It is the sole responsibility of THE CLIENT to notify ANA SILVIA REINKE COMMUNICATION & DESIGN of any such errors during the revision cycle and before the final files have been generated. In the event of a need to reprint due to errors in content, the client must inform ANA SILVIA REINKE COMMUNICATION & DESIGN within three (3) days of product acceptance, and must return the product (at the cost of THE CLIENT) within 10 days of acceptance for assessment.

As with all print projects, payment for re-printed project MUST be prepaid.

PRINT – COLOUR VARIATIONS

With all printing there may be some colour variations from what you have seen on screen, to what the final product looks like, and previous orders. This is due to the nature of CMYK printing and bulk-run printing systems. There will be no reprints at the expense of ANA SILVIA REINKE COMMUNICATION & DESIGN.

COPYRIGHT

ANA SILVIA REINKE COMMUNICATION & DESIGN retains full ownership of design concepts and materials it produces. Once a final concept is delivered to THE CLIENT and full payment is received, complete ownership rights to the concept transfer to the client. Unused concepts remain the property of ANA SILVIA REINKE COMMUNICATION & DESIGN. ANA SILVIA REINKE COMMUNICATION & DESIGN may still use paid-for concepts in its promotional materials and in its design portfolio. Unless THE CLIENT requests otherwise, ANA SILVIA REINKE COMMUNICATION & DESIGN retains the right to display a small by-line claiming design credit on works it produces, except for corporate stationery.

And to the use of design proposals and concepts submitted to but not approved for the work outlined. Until final payment ANA SILVIA REINKE COMMUNICATION & DESIGN retains ownership of all artwork and website architecture. ANA SILVIA REINKE COMMUNICATION & DESIGN reserve the rights to certain elements used to create your images including fonts, patterns, stock images, textures, colour palettes and other non-exclusive items.

ANA SILVIA REINKE COMMUNICATION & DESIGN reserve the right to use stock images in the creation of designs if required. Costs of this will be outlined to THE CLIENT prior to purchase if not included in the proposal quote.

Other than for the promotional use of ANA SILVIA REINKE COMMUNICATION & DESIGN all services provided shall be for the exclusive use of the client's said purposes only. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all invoices, reproduction rights for all approved final designs created by ANA SILVIA REINKE COMMUNICATION & DESIGN shall be outlined in the Project Proposal. For additional usage, price will be assessed as needed.

In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between client and designer'. Copyright will remain property of ANA SILVIA REINKE COMMUNICATION & DESIGN till such time an agreement is in place. As part of ANA SILVIA REINKE COMMUNICATION & DESIGN Terms of Business, the copyright license is automatically released to THE CLIENT on receipt of final payment for the commissioned work. ANA SILVIA REINKE COMMUNICATION & DESIGN reserve the right to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting ANA SILVIA REINKE COMMUNICATION & DESIGN in print or digital media portfolios, social media and blogs, except where THE CLIENT has specifically requested in writing otherwise.

RESENDING AND UPLOADING FILES

If THE CLIENT loses or accidentally deletes the files delivered by ANA SILVIA REINKE COMMUNICATION & DESIGN at the completion of the project, ANA SILVIA REINKE COMMUNICATION & DESIGN can re-upload to Drop Box, for a fee of \$50 AUD per request (plus GST if applicable).

ARTWORK ON DVD OR USB DRIVE

If any client artwork is required on CD/DVD/USB, an administration fee of approximately \$50 AUD including express courier/postage will be payable.



· ANA SILVIA REINKE ·

COMMUNICATION & DESIGN

WEBSITE DESIGN CREDIT

THE CLIENT agrees to allow ANA SILVIA REINKE COMMUNICATION & DESIGN to place a small credit on printed material, exhibition displays, advertisements and/or a link to ANA SILVIA REINKE COMMUNICATION & DESIGN's own website on the customer's website. This will be in the form of a small logo or line of text placed towards the bottom of the page.

THE CLIENT also agrees to allow ANA SILVIA REINKE COMMUNICATION & DESIGN to place websites and other designs, along with a link to THE CLIENT's website on ANA SILVIA REINKE COMMUNICATION & DESIGN own website for self promotional purposes.

INTERNATIONAL WORK

A percentage of ANA SILVIA REINKE COMMUNICATION & DESIGN clients come from outside Australia. Being a niche market ANA SILVIA REINKE COMMUNICATION & DESIGN are global specialists in the field of graphic and web design and as such create work across the planet, using contemporary communication methods such as Skype, Drop Box, email and chat, along with the more traditional devices such as telephone and postage.

TERMINATION POLICY

From time to time circumstances beyond the control of either party may result in the need for project cancellation. In the event of THE CLIENT cancelling a project after a project has commenced, the advance payment (deposit) will be forfeited in lieu of compensation to ANA SILVIA REINKE COMMUNICATION & DESIGN. This is to cover design and administration time spent, resources purchased and allocated, research time and administration costs. If the project is more that 50% completed (this is determined by ANA SILVIA REINKE COMMUNICATION & DESIGN and THE CLIENT by negotiation) a pro-rata payment is payable for time spent up until cancellation notice, at an hourly rate of \$80 AUD per hour (plus GST if applicable).

If a project is cancelled by ANA SILVIA REINKE COMMUNICATION & DESIGN, due to unforeseen circumstances, the deposit will be refunded in full to THE CLIENT in a timely manner.

In the event of cancellation of the project by THE CLIENT, ownership of all copyrights and the original artwork and disks shall be returned and retained by ANA SILVIA REINKE COMMUNICATION & DESIGN.

PRINT DESIGN POST – COMPLETION ALTERATIONS

Once print design is complete, ANA SILVIA REINKE COMMUNICATION & DESIGN will provide THE CLIENT with the opportunity to review the resulting work. ANA SILVIA REINKE COMMUNICATION & DESIGN will make one set of minor changes at no extra cost within fourteen (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 other features. Any minor changes can be notified to ANA SILVIA REINKE COMMUNICATION & DESIGN by e-mail and confirmed by e-mail/post. ANA SILVIA REINKE COMMUNICATION & DESIGN will consider that THE CLIENT has accepted the original draft, if no notification of changes is received in writing from THE CLIENT, within fourteen (14) days of the start of the review period. An hourly fee after this time for tweak and amendments is payable of \$80 AUD (plus GST if applicable).

WEBSITE DESIGN POST – COMPLETION ALTERATIONS

Once web design is complete, ANA SILVIA REINKE COMMUNICATION & DESIGN will provide THE CLIENT with the opportunity to review the resulting work. ANA SILVIA REINKE COMMUNICATION & DESIGN will make one set of minor changes at no extra cost within fourteen (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 ANA SILVIA REINKE COMMUNICATION & DESIGN by e-mail and confirmed by post. ANA SILVIA REINKE COMMUNICATION & DESIGN will consider that THE CLIENT has accepted the original draft, if no notification of changes is received in writing from THE CLIENT, within fourteen (14) days of the start of the review period. An hourly fee after this time for tweak and amendments is payable of \$80 AUD (plus GST if applicable).

CONFIDENTIALITY

It is agreed that employees of ANA SILVIA REINKE COMMUNICATION & DESIGN shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of THE CLIENT or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of THE CLIENT.

LATE PAYMENTS AND DEFAULT

Accounts which are not paid within 7 days will incur a late administration fee of \$20 AUD (plus GST if applicable). Accounts which remain outstanding for 14 days after the date of invoice will incur an additional late payment fee equivalent to 10% of the project costs for each week payment is outstanding.



·ANA SILVIA REINKE·

COMMUNICATION & DESIGN

An account shall be considered in default if it remains unpaid for 30 days from the date of invoice or THE CLIENT has stated expressly that they do not intend to pay an invoice by ANA SILVIA REINKE COMMUNICATION & DESIGN, unless prior arrangements have been made. ANA SILVIA REINKE COMMUNICATION & DESIGN shall at its sole discretion suspend any and all services provided to THE CLIENT by ANA SILVIA REINKE COMMUNICATION & DESIGN or its subsidiaries (including but not limited to hosting, websites designed files, concepts, artwork, and email) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid monies due for services ordered, including, but not limited to design, hosting, domain registration, search engine submission, maintenance, sub-contractors, printers, photographers and libraries plus bank interest calculated daily for each day payment is overdue.

Suspension of such services does not relieve THE CLIENT of its obligation to pay the due amount. Files on external servers will be removed and held until payment is made or for 30 days until THE CLIENT has paid for their invoices in full.

THE CLIENT whose account is in default shall assume responsibility for cost outlays and agrees to pay ANA SILVIA REINKE COMMUNICATION & DESIGN reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

ANA SILVIA REINKE COMMUNICATION & DESIGN retains all copyright for work performed until full project costs have been paid. ANA SILVIA REINKE COMMUNICATION & DESIGN reserves the right to reuse or resell work undertaken in the case of payment default.

ANA SILVIA REINKE COMMUNICATION & DESIGN accepts no liability or responsibility for loss of income or damage to THE CLIENT for work removed from third party servers, as a result of non-payment and THE CLIENT will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

AMENDMENTS TO THESE TERMS AND CONDITIONS

All and any amendments to the terms and conditions outlined in this submission must be provided in writing and signed by THE CLIENT and then signed by an authorised representative of ANA SILVIA REINKE COMMUNICATION & DESIGN prior to the commencement of work outlined in this submission.

FREELANCE CONTRACTORS AND CONFIDENTIALITY

All contractors employed by ANA SILVIA REINKE COMMUNICATION & DESIGN are held to a strict confidentiality and non-disclosure agreement. Contractors of ANA SILVIA REINKE COMMUNICATION & DESIGN are also bound by a strictly enforced non-solicitation agreement for a period of 36 months after the conclusion of their work with ANA SILVIA REINKE COMMUNICATION & DESIGN. If this was to be breached by the contractor ANA SILVIA REINKE COMMUNICATION & DESIGN will take swift and reparatory measures to ensure the THE CLIENT is made aware that the contractor in question is no longer a representative of ANA SILVIA REINKE COMMUNICATION & DESIGN and acting independently. Furthermore the unlawful contractor will be prosecuted through legal channels to the full extent of the law in such cases.

ANA SILVIA REINKE COMMUNICATION & DESIGN aims for complete security of our clients and if we select contractors it is based upon previous work, references, and global checks with previous employers, as well as compliance with strict ANA SILVIA REINKE COMMUNICATION & DESIGN policies and guidelines of professional behaviour and ethics.

DISCLAIMER

Graphic design, strategy, photography and marketing are all highly creative and subjective art forms. As such ANA SILVIA REINKE COMMUNICATION & DESIGN take every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however ANA SILVIA REINKE COMMUNICATION & DESIGN cannot be held responsible for variations between expectation and outcome.

DISCLAIMER

All the information contained in this website is intended for general information purposes only. The information is provided by ANA SILVIA REINKE COMMUNICATION & DESIGN. We try to keep the information up-to-date and ensure that it is correct, however, we make no warranties of any kind concerning the accuracy, completeness, suitability, reliability, or availability of the information contained in this website, or any products, services, links, or graphics that may be found on this website. Use this information at your own risk. ANA SILVIA REINKE COMMUNICATION & DESIGN will not be held liable for any loss or damage, or loss of data from your use of this website, or in connection with this website. This includes indirect or consequential loss or damage. ANA SILVIA REINKE COMMUNICATION & DESIGN has no control over websites that are linked to on this website. Those third party websites are under the control of their owners, and ANA SILVIA REINKE COMMUNICATION & DESIGN will not be held liable for your use of those websites. By linking to these sites, we are not endorsing or recommending any information or views expressed in the content on those sites.