

“Image Direct” or “us” or “we” or “our” refers to Image Direct Pty. Ltd. ABN: 49 126 128 228 and covers all Directors, Staff & Contractors. “You” or “Yours” or “Client” or “Customer” refers to the client of Image Direct. Full Terms & Conditions are listed at www.imagedirect.com.au/tandc, by engaging us to do any task for you, you are agreeing to be unconditionally bound by these Terms & Conditions effective as at 23rd September, 2010:

1. **Deadlines & Content:** the work timeline begins once you have:
 - a. accepted and signed our quote or via Reply email stating you accept our quote; and
 - b. provided digital content e.g.- text, logos & images. NB: content supplied as hardcopy will incur scanning and/or typing fees); and/or,
 - c. paid a non-refundable deposit invoice if it has been issued to you.Note: Printing and/or Web Development will not proceed without you signing off Proofed Work.

2. **Guarantee:** we will faithfully produce the work as it appears on your signed proof. Note that your proofs are usually digital laser and your final output may be via a different process or stock and colours may vary slightly.
3. **Payment Terms:** in most circumstances, you will be given a non-refundable deposit invoice prior to work beginning and the balance including any additional work is due on completion and needs to be paid before:
 - a. you take delivery of goods; or
 - b. website goes live, or
 - c. ownership transfers to you.

All work & time is billable in its entirety or in part as it is recorded as work done regardless of actual job completion or quoting. All Credit is subject to the full Terms & Conditions as set out at www.imagedirect.com.au/tandc. By receiving credit you agree to be bound by these Terms & Conditions in full.

Unless otherwise agreed in writing, our Credit Account Terms are 14 days from invoice date.

Balances over 45 days due from invoice date may be handed to a credit collection agency without further notice and you accept liability for all fees & charges associated with your debt recovery and permit Image Direct Pty Ltd to release your personal/company information for the purposes of debt recovery.

4. **Confidentiality:** Image Direct Pty Ltd (Image Direct) acknowledges that information to be furnished is in all respects confidential in nature, other than information that is in the public domain through other means. We will treat all information we collect from you as strictly confidential. Image Direct does not share its customer lists with any third parties. We will not sell, distribute, share or pass onto any third party (other than those who are contracted or supply services to Image Direct) any personal information that you may have provided to us unless we have your express consent to do so, other than in circumstances required by law or as set out in our Privacy Agreement.
5. **Publicity:** By participating in this transaction you acknowledge and automatically authorise us to use your name, logo and work samples for the express and sole purpose of identifying you as a client of Image Direct in our marketing material, both Print and Electronic. You may elect to withdraw permission, but must do so in writing with 30 days notification for withdrawal of any material from the commercial domain. You accept that all Image Direct work is branded with our job number and contact information for ease of archiving and reference. You may elect to remove our contact information but you accept that all our work shall carry our 6 digit Job Number (for ease of archiving, a free service to you).
6. **Copyright & Liability:** Image Direct maintains copyright ownership of all material we create unless previously agreed to in writing. You accept full copyright liability for all digital and hardcopy briefs, text & images you supply or submitted by you or on behalf of you or your organisation and indemnify Image Direct Pty Ltd and staff totally against any injury, loss or damage caused by a breach of copyright in relation to any work we do for you. Unless you are paying for editing and copy writing, you are responsible for final proofing of any work. Changes made after proofing may be chargeable as Author's Corrections.
7. **Proof Approval not returned within 14 days will be considered as Acceptance of all work done to date.** No feedback from you during and/or after this time may see us considering your job to be complete from the last proof and your outstanding balance may be invoiced.
8. **Concepting, Design, Layout & Coding is a service:** Estimates & Quotes are based on a defined process and a set amount of time, additional rounds of changes or Author's Corrections will be billed at our standard hourly rate. Studio Corrections will not be billed.
9. **When you sign off proofs as ready to print you accept the accuracy of the content and agree to take possession of the work as it appears on your signed proof.**
10. **Errors & Omissions Excepted.** All Estimates & Quotes are valid for 30 days.