



The Stanton Waymouth Trust T/A

**stantoncreativegroup**

*Where Innovation meets Function*

**VISUAL DISPLAY, DESIGN & SUPPLY**

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Salisbury Qld 4107 | 5 Rocklea Junction,  
1645 Ipswich Rd, Rocklea Qld 4106

**ABN 3876 898 9485**

**www.stantoncreativegroup.com.au**

## Artwork Terms and Engagement of Services

Stanton Design Group agrees to provide clients with the services outlined in their project brief and accompanying order. The client will pay Stanton Design Group for these services in accordance with the terms of the project order, this agreement and the Terms and Conditions of Trade of the Stanton Waymouth Trust T/A Stanton Creative Group.

### 1. DEFINITIONS

In these terms and conditions, "Stanton Creative Group", "we", "us" means Stanton Waymouth Trust T/A Stanton Creative Group and its successors and assigns. "Approval" means confirmation by you that the works/services are satisfactory to be printed, scanned, imaged or otherwise produced. "Client", "you" means that person or organisation specified as the client in the project order and agrees to be liable for the debts on a principal debtor basis. "Services", "work" means all services supplied by Stanton Design Group to the client and includes any advice or recommendations. Words importing the singular shall include the plural and words importing one gender shall include each other gender.

### 2. GOODS AND SERVICES TAX

All prices payable by you to us are exclusive of GST, unless it is clearly stated that the prices include an amount for GST. 10% GST will be charged for all work completed from 1 July 2000. We will provide the client with a Tax Invoice which includes our ABN.

### 3. OUR COMMITMENTS TO YOU

#### Estimates

We will provide you with cost estimates for design hours before we commence any work. Confidentiality All employees of Stanton Design Group sign a confidentiality agreement whereby it is agreed that at no time during the continuance of the work outlined or thereafter, except in the course of their duties, will they 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.

#### Timeliness

We will endeavour to meet your deadlines. Once we have signed approval of any quotes and have been supplied with your brief and any materials or images required from you, we will provide you with first proofs as soon as practicable depending on the scale of the work involved.

### 4. YOUR COMMITMENTS TO US

You shall give us instructions adequate to define your requirements including deadline and budget. You are responsible for the accuracy, legalities and completeness of all particulars provided to us or obtained on your behalf. You agree to provide decisions and information in a timely manner so that we may satisfy your brief. Upon receiving your instructions to proceed with the work, we are not liable for any amendments, variations, alterations or errors not identified prior to your approval of the work.

### 5. CONDITIONS

#### Cancellation

Should work be commenced with your approval and subsequently cancelled by you, you will be liable for payment of that part or the work already undertaken or expenses incurred.



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#### Changes in Instruction

It is agreed that where Stanton Design Group undertakes work based on quotation we reserve the right to charge an additional fee at our usual rate on a time basis, should work be increased due to the client's change in instruction or to causes beyond our control. Should such additional time become or appear likely to become chargeable, we will promptly notify the client in writing. Where for any services provided by us the fee is not stated, such fee shall be on a time charged basis, unless otherwise agreed. Should the client fail to provide us with instructions in respect of the work or services within seven (7) days of request, we may terminate this agreement by written notice to the client at which time all fees for the work and/or services already undertaken become due and payable.

#### 6. COPYRIGHT

The drawings, specifications, creative content of any works and/or services provided by us are our intellectual property and are copyright Stanton Creative Group, whether the work or services for which they are created is executed or not. You are licensed to use the drawings, specifications and creative works for the purpose for which they were made. No other license is implied. The works shall not be used for any other purpose except by agreement with us in writing. We may terminate the licence if you breach your obligations to pay.

We may agree to assign copyright to you in writing, but any assignment may be the subject of a separate agreement and payment of a separate fee. Artwork release fees will be applicable at a negotiated rate at any time and applicable should the working relationship cease to continue at any time for any reason.

#### 7. TRADING TERMS

The client agrees that this agreement also includes all terms of trade as specified in Terms and Conditions of Trade for The Stanton Waymouth Trust T/A Stanton Creative Group.