

Make Collective Terms & Conditions

Make

Agreement

These terms apply whenever we provide services to our clients. The terms 'service' and 'services' cover all goods and services that we provide and projects undertaken. We have used 'we' or 'us' for Make Collective Ltd and 'you' for the client, organisation, or representative. Both parties agree that these terms apply whenever we agree to undertake any work for you.

Term Of Agreement

This agreement shall remain in force until the completion of the project or contract unless terminated earlier.

Our General Standards and Responsibilities

We want to make it easy for you to do business with us. We are committed to:

- + Providing a high level of responsive service to you;
- + Carrying out all work to a high standard and delivering results to brief and on time.
- + Resolving any problems as soon as possible.

Your Responsibilities To Us

Wherever we provide services for you, it is your responsibility to:

- + Sign off on the agreed brief prior to commencement of work. If work requests deviate from the brief they will be charged at our standard rates or the brief will be amended. Where possible we will notify you when requests exceed the agreed scope;
- + Follow our directions and recommendations about the use of our services;

- + Make sure all information you provide us is correct and complete and in an appropriate format;
- + Deliver all essential information within an agreed timeframe. If you fail to provide information essential within the agreed timeframe, delivery deadlines will be re-negotiated;
- + Pay all accounts on or before the 20th of the month following invoice date;

Errors

As much as we will work hard to avoid them, there is a chance errors will appear in printed publications, online and in advertising from time to time.

Any work containing errors that has been signed off or okayed either in writing or verbally by the client, or when permission has, for one reason or another, been given to Make Collective to publish work without sign off, is the sole responsibility of the client.

Our Fees

If work is urgently required (through no fault of ours) to be performed outside of normal business hours, (8.00am - 5.30pm, Monday to Friday,) or on a public holiday, we will charge our standard rates (as indicated in the Fee Schedule) + 20%.

All services will be charged in 15 minute increments at the rates stated in the Fee Schedule.

You agree to pay for the services we provide for you. Our payment terms are:

- + Pay all accounts on or before the 20th of the month following invoice date;
- + A 10% penalty will apply to accounts not paid within 31 days of the above date;

Projects

Before we commence a project with your organisation we will create a Project Plan document.

If we undertake, at your request, services that are not included in the document, those services shall be charged in addition to any written estimate, with the charges based upon our normal fees schedule.

Expiry Of Proposal Documents

Unless otherwise stated, all documents, including quotes, estimates and project outlines will expire after 60 days.

The Suspension of Services

If you do not pay our accounts or meet responsibilities you have with us, we may suspend or restrict service at any time.

Neither party shall be liable for failure to perform its obligations if the failure results from force majeure, act of God, fire, explosion, industrial dispute, act of government such as a change in legislation, regulation, or order made under legislative authority, or anything beyond the party's control.

Intellectual Property and Copyright

Make Collective may refer to the client's brand and include a link or images of the work in print and web for promotional purposes.

All content not owned or developed by Make Collective will be subject to the licensing regulations that govern it. Make Collective takes no responsibility for the use of content supplied by the client that may be in breach of copyright or other legal permissions.

Termination

You may terminate this agreement in writing if:

- + there has been a breach to the terms of this agreement;
- + we become subject to the appointment of a receiver, or commit an act of bankruptcy, or our company is dissolved.

We may terminate this agreement in writing to the client if:

- + you have breached the terms of this agreement and have failed to give explanation within 14 days of the breach;
- + you become subject to the appointment of a receiver, or commit an act of bankruptcy, or your organisation is dissolved.

Dispute Resolution

Any dispute arising out of this agreement shall be settled by arbitration in accordance with the procedures set out in the Arbitration Act 1996.

Make Collective Fee Schedule

Copywriting, creative, graphic design:
\$150.00 / hour

Web design/development: \$150.00 / hour

Account and project management:
\$150.00 / hour

All rates are exclusive of GST.