



dessein

TERMS OF SERVICE

These are the standard Terms and Conditions of Dessein Graphics Pty Ltd trading as Dessein. Please take time to read through our Terms and Conditions thoroughly and ensure you understand them before you commence a project with us. By requesting the services from Dessein Graphics Pty Ltd trading as Dessein, you agree to our Terms and Conditions and you are aware that you are entering a binding contract – payment is required. The below conditions have been construed under Australian Law and apply to all individuals, businesses or companies (Client/s) engaging the services of Dessein Graphics Pty Ltd trading as Dessein, its contractors, subcontractors and employees unless otherwise agreed to in writing by both parties.

General Conditions of Contract

1. These Terms and Conditions cover all Contracts entered into by a Client with Dessein for services relating to design, packaging, printing, copy writing, visual media, web sites, brand identity, illustrations, images and photography.
2. These Terms and Conditions are subject to change without notification from Dessein.
3. These Terms and Conditions apply to Dessein and all of its contractors and subsidiaries.

Original Brief, Variations and Guarantee

4. Dessein and the Client will attend an initial consultation at no charge to the Client. This can be held via phone, video conference - such as zoom, or in person. An (Original Brief) will be constructed through the collection of logos, text and imagery. This will assist in the evaluation and formulation of the Client's requirements.
5. If no delivery date for final Artwork is provided and noted during the initial consultation, payment will be required at the time/s detailed in clause (11); the length of time between consultation and delivery of final Artwork will have no effect on the requirement to remit funds on invoicing.
6. Dessein does not offer a set number of revisions to any work undertaken. Revisions are invoiced in addition to any quotations provided and are charged at an hourly rate, unless the client requests for provision of revisions to be included as part of the project. If this is the requested, the quote shall include an allowance for this part of the work.
7. Any additional work, revisions or variations outside of the original brief or quotation will be charged at an hourly rate of \$120.00, billed in 15 minute increments. All prices exclude GST. Additional expenses will be charged accordingly.

Quotations

8. Quotations are generated by Dessein on the basis of the original brief and may be based on an estimate of the time estimated to complete, or on a base fee determined by Dessein which we deem reflects our expertise in order to complete the work required. Quotations may be subject to change if additional work is required.
9. All time quotations are an estimate and are based on calendar working (business) days.
10. All quotations are valid for 30 days from the date issued on the quotation and may be subject to change after this time.

Payment

11. Dessein reserves the right to request a deposit from the Client prior to starting work on their project. If a deposit is requested by Dessein, an invoice will be generated and delivered to client via email and payment must be received before commencement. By remitting deposit funds to Dessein, the Client is accepting the Terms and Conditions and entering a contract with the Company.
12. If a deposit is not requested, the Client is considered to have accepted the Terms and Conditions upon request of services/work from Dessein.
13. Dessein will invoice the Client for the remaining cost of any works and associated services upon completion of such work and expects the Client to make full payment in 30 days from the invoice date.
14. Dessein reserves the right to issue interim invoices for work completed after 30 days, or if the works are expected to take longer to complete.
15. The Client reserves the right to request a payment plan which may be accepted by the Dessein at its discretion. All payment plans must be agreed to both parties in writing.
16. All prices quoted by Dessein include GST and exclude delivery fees.
17. All payments are to be made within 30 days of invoicing.
18. Dessein is entitled to charge the Client for any fees incurred relating to commencement of collection and recovery processes for accounts that remain unpaid in excess of 30 days.
19. Dessein reserves the right to delete web sites with accounts more than 90 days outstanding payment.

Cancellation and Variation Policy

20. Dessein reserves the right to charge additional costs if the Client requests amendments to the original Visual Brief, the original project outcome is altered or further Artwork is requested – refer clause (5).
21. If the Client requests the cancellation of a Contract, Dessein will determine the cost of Artwork and services provided. The Client will be invoiced this amount minus any deposits paid on the project to date.
 - a) If the determined monies payable is less than the deposit paid, a refund will be issued by Dessein to the Client for the difference.
22. Dessein will declare a project completed if no response is received from Client within 30 days of providing a concept Artwork and this Artwork will be determined as the final accepted Artwork. Dessein will then invoice the Client for final payment of total project and non-payment will result in collection processes. Legal action may also be taken by the Company to recover all monies owed.

Approving Proofs/ Designs/Printing

23. The Client is held responsible for approving all Artwork proofs and ensuring accuracy and suitability. This includes, but is not limited to; design, spelling, grammar, illustrations, images and quantity. It is the responsibility of the Client to request another copy if the proof is difficult to read or changes are required.
 - a) The Client's final accepted proof is the artwork that will be submitted for print and/or digital files. There will be no reprints at our expense. Printout of Client proof is supplied at intended final print size (100%) to assist in confirming colours, design, bleed, size and type. You shall indemnify Dessein, its directors and representatives from and against all actions, claims, damages, liabilities or costs (including legal costs) arising from, or directly or indirectly related to provision of Materials, use of Services by you or anyone else, or otherwise arising.

Limitation of liability

24. The Client agrees and accepts that Dessein is not legally responsible for any loss or damage suffered or incurred related to use of any of the services carried out by Dessein, whether from amendments, errors or omissions in documents, designs, information or any goods or services offered by Dessein. This includes the Clients use or reliance on any third party content, links, comments or advertisements. The Clients use of, or reliance on, any information or materials Dessein produces, amends or designs is entirely at your own risk, for which we shall not be liable.
25. It shall be the Clients own responsibility to ensure that any products, services or information you use meet their specific requirements.
26. The Client acknowledges that such information and materials may contain inaccuracies or errors and expressly exclude liability of Dessein for any such inaccuracies or errors to the fullest extent permitted by law.

Submission content by the Client for inclusion in artwork

27. Clients who choose to submit their own files / images / barcodes etc are solely responsible for the way they appear on the final printing. Customers are reminded to submit high resolution files to the correct specifications. Dessein is not responsible for artwork mistakes. Dessein is also not liable for supplied file errors. There will be no reprints at our expense.
28. It is the Client's responsibility to ensure that any Artwork, images, files and text submitted does not violate Australian copyright laws. Dessein and its contractors assumes all written and visual content adheres to copyright laws and all correct permissions have been sought and/or royalties paid for use.

Copyright

29. Ownership of copyright over all concepts and draft artwork remains with Dessein. This includes, but is not limited to; logos, symbols, illustrations, compositions and photography. Unlawful use of these Artworks or their individual parts by the Client is strictly prohibited without written consent from Dessein. The use of them prior to payment is illegal.
30. For more information visit <http://www.copyright.org.au/information>
31. Artwork designed will remain the property of Dessein until the account is paid in full. Future re-print requests of the same Artwork will only incur a print management fee. Upon full payment of account, copyright ownership will be transferred to the Client.
32. Dessein and their designers retain rights to utilise Artwork and all design elements for portfolio/self-promotion/award entries.
33. The Company does not take any responsibility for Trade marking of any kind. It is up to the Client to check trade marking laws and existing Trademarks for availability.

In-house Digital Printing

34. Dessein will provide an estimate time for the turnaround of printing. This may vary depending on the complexity and finishing requirements of each job. Printing will not commence until the Client has provided written approval of the artwork as a pdf and confirmed the quantity.
35. All time quotations are an estimate and are based on calendar working (business) days. No quoted printing, artwork and delivery dates are guaranteed and can vary.
36. With all printing some colour variations may occur from the electronic visual representations of artwork, in-house digital print copies and previous print orders to the final printed artworks. This is due to the nature of printing processes. There will be no reprints at our expense.

Delivery

37. All courier and postal fees will be passed on to the Client and appear on invoices as completed.
38. Although the utmost care will be taken to ensure the products arrive on time and undamaged, Dessein cannot be held liable for printing products which are damaged, lost or delayed when delivered by post or courier.

Force Majeure

39. The Company shall not be liable for any failure or delay in supply or delivery of artwork or services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Dessein including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

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