

PROJECT TERMS AND CONDITIONS

Last updated: 08/09/2016

These project terms and conditions are part of the contract you enter into when you engage Flowsea Pty Ltd trading as SalonSpaCopywriter.com. Please read these terms through carefully and get in touch if you have any questions – 0431 431 431 or pam@SalonSpaCopywriter.com

These Terms and Conditions apply to all work provided by: Flowsea Pty Ltd
Trading as: SalonSpaCopywriter.com
ACN: 010 508 460

1. DEFINITIONS

“You” is the client, its employees and agents.

“We”, “Us” and “Our” is Flowsea Pty Ltd t/a SalonSpaCopywriter.com and agents.

2. QUOTES AND PROPOSALS

1.1. All quotes and proposals are valid for 30 days from submission.

1.2. All quotes include:

1.2.1. Two rounds of revisions at no extra charge.

1.5.2. Meetings outside of the initial creative brief.

1.5.3. Travel time for onsite meetings.

2. DEPOSITS

2.1. A non-refundable deposit of **50% of the total amount quoted** upon approval of quote before work can begin.

2.2. Where the amount is **less than \$100, the full amount is required** upon approval of quote before work can begin.

2.3. The deposit invoice must be paid before any project work commences.

3. PAYMENT

3.1. The final invoice will be **issued prior to when the first full payment is received** by 'the client'.

3.2. Payment terms are **5 days from the date** on your invoice. A payment draft will not be sent until final payment is received in full.

3.3. If we engage a third party organisation to recover your debt, you will be responsible for paying the additional costs involved, including legal and agency expenses.

3.4. You can pay via bank transfer (preferred) or **PayPal**. Proof of payment will be required.

3.5. PayPal payments incur a 2.5% surcharge or 3.5% for payments made overseas.

3.6. Any costs additional to the Services ordered (including courier and postage)

- 4.2. Face to face meetings will be charged at our hourly rate of £100 per hour. This will include any necessary travel time.
- 4.3. Meetings must be cancelled at least 24 hours before – or the meeting will be added to your final invoice.

5. CHANGES IN SCOPE

- 5.1. Any modifications to the original project brief during the course of the project will render the provided quotation invalid.
- 5.2. Additional fees/charges may be applied to cover time and effort required to complete any new work.
- 5.3. The new quote will need to be approved and revised deposit taken before any new work can restart.

6. TIMEFRAMES

- 6.1. We endeavour to deliver all work by the agreed deadline. However, in exceptional circumstances beyond our control, including major illness or other unforeseen emergencies may prevent us from getting work to you on time.
- 6.2. We will inform you within two business days if there are any issues.
- 6.3. Unless otherwise agreed you will provide information and a deposit to us within seven days.
- 6.4. If we are unable to complete work because we have not received payment from you, we will continue the project at our next opportunity.

8. CONFIDENTIALITY

- 8.1. If we've signed a separate confidentiality agreement or Non-Disclosure Agreement with you, then that agreement takes precedence over this agreement.
- 8.2. We won't disclose any information that you indicate is confidential.
- 8.3. You agree not to disclose any information about our pricing or other confidential project documents.
- 8.4. SalonSpaCopyWriter.com reserves the right to use 'the Client's' work for her own promotional use unless a Non-Disclosure Agreement has been signed by SSC.com.
- 8.5. SSC.com may approach 'the Client' for a testimonial after the project is completed to their satisfaction, although provision of the testimonial is not obligatory.
- 8.6. We reserve the right to refer to this project and your business in our marketing and use your logo and content for promotional or educational purposes.

9. TERMINATION

- 9.1. 'The Client' may terminate the job at any time via email.
- 9.2. If 'the Client' terminates the job, SSC.com will invoice for the work completed to date and progress at the minimum estimated fee.
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11. COPYRIGHT

- 1.1. You gain full copyright and intellectual property rights for any work created by SSC.com when you complete the final payment.
- 1.2. Until final payment is received SSC.com retains the intellectual property rights in all work undertaken.

12. CLAIMS AND LIABILITIES

- 12.1. We endeavour to ensure that our work doesn't infringe the copyright or other right of a third party.
- 12.2. We **are not liable in any way** for any direct, indirect, special or consequential losses or damages resulting from our work, including but not limited to: loss of data and other intangible damages resulting from or related to any services purchased, resulting from unauthorised access to, or alteration of your data.
- 12.3. You agree to indemnify and to hold us harmless against all claims, costs, and expenses, including solicitors fees, due to us included in any work undertaken at your request.
- 12.4. All materials provided by you are assumed to be legal.
- 12.5. You are responsible for checking the factual accuracy of the work for this project.
- 12.6. We work hard to ensure our work is free from errors, but we do not offer an error free guarantee. You are responsible for final approval of the work.

These Terms and Conditions constitute the entire agreement and u
the parties and supersede any previous agreement between the pa
a breach of any of the provisions of this Agreement shall not be con
continuing waiver of other breaches of the same or other provisions

They shall be governed by Australian law, and the parties hereby a
themselves to the exclusive jurisdiction of Australian Courts.