

The Purchaser enters into a binding Agreement with Imprint Marketing & Design on the terms and conditions contained herein.

i) In this agreement:

a) "The Designer" means Kerry Holland trading as Imprint Marketing & Design ABN 23 448 661 580.

b) "The Designs" means the marketing and graphic design service provided by Imprint Marketing & Design.

c) "The Purchaser" means the person/s retaining the services of Imprint Marketing & Design.

i) The parties agree that in consideration of the Purchaser retaining the Designer to create Designs and Marketing Plans and Strategies, the Designer is entitled to charge the Purchaser, and the Purchaser will pay the Designer, at the rates quoted by the Designer

ii) The Designer may require that the Purchaser pay a 50% deposit or payment upon completion of delivery of artwork or printed material. In other cases, the Purchaser will have 7 days to make payment from receipt of invoice.

iii) Payment terms are strictly 7 days from receipt of invoice.

iv) Any variation of the terms contained herein must be in writing and signed by the Purchaser and the Designer.

v) The Purchaser acknowledges that the Designer may use the Designs to market and promote the Designer's business.

vi) Laser proofs, digital proofs and screen proofs are not 100% accurate and variation may occur due to printing method, type of proof and the medium the artwork is printed on. The Designer cannot be held responsible for any deviation from the Purchaser's expectations as long as the Designs are fit for the purpose intended.

A) IF THE CREATION OF THE DESIGNS ARE SOLELY PRODUCED BY IMPRINT MARKETING & DESIGN

a) The Purchaser has an exclusive right to use and exploit the Designs for the purpose for which the Designs were created. The Designs may not be used for any other purpose unless authorisation is given in writing from the Designer. The Designer does not authorise the perpetual use of the Designs, nor any reproduction, selling or hire of the Designs or any items or materials used in the Designs supplied by third parties.

b) The Designer is the owner of all intellectual property including copyright in all artistic and literary works (including but not limited to logos, images, designs, marketing plans and strategies, and photographs) created by the Designer or its agents. Source files and artwork files therefore remain the property of the Designer and as such do not form part of the purchase price. The Designer retains the right to sell such source files and artwork files to the Purchaser at a rate quoted by the Designer. Upon full payment of such rate intellectual property rights will be assigned to the Purchaser.

c) The sole exception to the above is logo design and supply. Logos developed and produced will remain the Intellectual Property of the Designer until the logo is finalised and full payment for its creation has been received. On receipt of payment in full for the logo design, full Intellectual Property rights will be assigned to the Purchaser. The Designer retains the right to use the logo in any marketing and promotion of the Designer's business.

d) The above rights will not affect any pre-existing Intellectual Property rights of items or materials used in the Designs. For example, the Designer may make use of external image libraries and text, images, materials and ideas supplied by the client or a third party.

e) The Purchaser must ensure that the Designs are not subjected to any treatment which is prejudicial to the reputation of the Designer.

f) The Purchaser indemnifies the Designer from and against all claims, actions or suits that may be made against the Designer as a direct or indirect consequence of the Purchaser's use and exploitation of the Designs.

g) The Purchaser acknowledges that the use of the Designs are at the Purchaser's own risk and that the Designer is not liable for any loss or damage occasioned to the Purchaser as a direct or indirect consequence of the Purchaser's use and exploitation of the Designs.

B) IF THE DESIGNER IS ASKED TO REPRODUCE OR ALTER AN ARTISTIC WORK PRESENTED TO THE DESIGNER BY THE PURCHASER

a) The Purchaser warrants that the Purchaser owns the Intellectual Property Rights in the Designs and that the Designs do not infringe any Intellectual Property Rights owned by any other party.

b) The Purchaser must ensure that the Designs are not subjected to any treatment which is prejudicial to the reputation of the Designer.

c) The Purchaser indemnifies the Designer from and against all claims, actions or suits that may be made against the Designer as a direct or indirect consequence of the Purchaser's use and exploitation of the Designs.

d) The Purchaser acknowledges that the use of the Designs are at the Purchaser's own risk and that the Designer is not liable for any loss or damage occasioned to the Purchaser as a consequence of the use and exploitation of the Designs.