



# TERMS & CONDITIONS

## DESIGNER CENTRAL

### 1. DEFINITIONS

- 1.1 “Designer Central” refers to Designer Central Pty Ltd, ABN 14 143 056 73, it's director, employees and contractors.
- 1.2 “Client” refers to the company or legal representatives or other legal entity to which the quotation or invoice is addressed.
- 1.3 “Services” refers to the provision of all work, including Brand Solutions, Design Solutions and Web Solutions as outlined in detailed quotation.

### 2. ACCEPTANCE & TERMINATION

- 2.1 Designer Central will provide the Client with a comprehensive quote for Services to be performed.
- 2.2 If a Client wishes to appoint Designer Central to perform Services the Client acknowledges, accepts and will comply with terms and conditions outlined herewith.
- 2.3 The Client is responsible for providing the necessary information requested by Designer Central within 30 days of request.
- 2.4 If the Client fails to comply in accordance with these terms and conditions Designer Central reserves the right to revise costs or may elect to accept or reject provision of Services.
- 2.5 The Client will remain liable for the all payments of work completed, in progress or already authorised (but not necessarily delivered) during any period when services have been discontinued or suspended due to a failure comply with the Terms & Conditions herewith.

### 3. REPORTING

- 3.1 The Client will nominate an authorised individual to represent and make binding decisions on behalf of the Company.
- 3.2 Designer Central will report to and take directions from the nominated representative that will be responsible for information requested and final approval of all Services rendered.



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3.3 The Client shall notify Designer Central should there be any change in the legal entity, structure, beneficial ownership or management control of the Customer or its business.

### 4. VALIDITY

4.1 Designer Central's quotation will remain valid for 30 days unless otherwise stated.

4.2 Designer Central's quotation may be revised in whole or part, or withdrawn prior to acceptance by the Client.

4.3 Any variance to the terms and conditions contained in this document must be approved in writing by Designer Central.

4.4 The Term & Conditions can be updated and changed at any time at the discretion of Designer Central.

### 5. PRICES

5.1 All Services will be inclusive of 10% Australian GST (unless otherwise specified).

5.2 Pricing for Services will be outlined in detail in Client quotation.

5.3 Any requests for changes, variations or additions for Services already accepted must be submitted in writing by the Client. Additional services not specified in original scope of project, or outlined in quotation, will incur extra charges.

5.4 Excessive revisions and alterations and additional proofs, will be billed as an additional cost per hour. Miscellaneous expenses, such as deliveries, prints, messengers, and travel are not included, and will be billed at cost.

### 6. PAYMENT & DEFAULT

6.1 Invoice payment is due to be paid to Designer Central within 7 days Net of date of issue.

6.2 The Client must pay for Services prior to delivery unless Designer Central approves alternate arrangements.

6.3 Default in payment shall entitle Designer Central to suspend Services and to initiate proceedings for the collection of outstanding amounts and to charge interest on moneys outstanding at a rate of 2% per month compounded monthly from the due date of payment until payment is received in full.

6.4 All intellectual property rights and Services shall remain the property of Designer Central until such times as the Client makes payment in full.



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## 7. CONTENT

- 7.1. The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to, or obtained by Designer Central for inclusion for Services are owned by the Client, or that the Client has authorised permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Designer Central Pty Ltd from any claim or suit arising from the use of such elements.
- 7.2 The Client is fully responsible to check and report any errors to Designer Central prior to final authorisation and publication of any Services, especially cost pertaining to printing, which will be redone at the cost of the Client.
- 7.3 Any clerical errors or misprints contained within Designer Central 's documents shall be subject to correction by Designer Central and will not entitle the Client to a reduction in the purchase price for Services or allow variation in the Client's obligations under these Terms & Conditions.

## 8. CONFIDENTIAL INFORMATION

- 8.1 Designer Central agrees that any information received by the Client that concerns the business affairs of the Company will be treated by Designer Central in full confidence and will not be revealed to any other persons, firms or organisations.

## 9. DELIVERY OF SERVICES

- 9.1 The amount of time to complete Services will vary upon each project and will be discussed with the Client prior to commencement of work.
- 9.2 Designer Central will provide time frames proposed for each stage.
- 9.3 Delivery of Services will vary upon additional workload, client response times and other contingencies out of the Company's control.
- 9.4 Delivery schedule estimates will not involve any contractual obligation, unless Designer Central has expressly confirmed its agreement in writing.

## 10. INDEMNITY

- 10.1 The Client releases and indemnifies Designer Central and hold Designer Central harmless from any and all demands, liabilities, losses, costs and claims, including



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legal fees incurred by, or asserted against Designer Central that may arise or

result from any Services provided.

- 10.2 The Client agrees to defend, indemnify and hold harmless Designer Central against liabilities arising out of; (1) any injury to person or property caused by Services; (2) any material supplied by the Client infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products and/or Services provided to a Client by Designer Central.

## 11. LIABILITY

- 11.1 In the event of a claim, Designer Central's aggregate liability is limited to the amounts paid by and/or due from the Client in the twelve (12) month period immediately preceding the event giving rise to the claim. In no event shall Designer Central be liable for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with the Service, including but not limited to the use or inability to use the Service, or for any content obtained from or through the Service, any interruption, inaccuracy, error or omission, regardless of cause.
- 11.2 If Designer Central breaches any conditions implied in favour of the Client by the Trade Practices Act 1974 or any applicable law which cannot lawfully be excluded, then to the extent permitted by applicable law the liability of Designer Central in respect of that breach is limited to the replacement of Services previously provided by Designer Central.

## 12. DISCLAIMER OF WARRANTIES

- 12.1 Designer Central makes no representation, warranty, or guarantee to Services provided or any content except for what is confirmed in writing.
- 12.2 All conditions, representations and warranties, whether express, implied, statutory or otherwise, including without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of the third-party rights, are hereby disclaimed to the maximum extent permitted by law by Designer Central.



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### 13. GOVERNING LAW AND JURISDICTION

13.1 These terms and conditions are governed by and must be construed in

accordance with the laws of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of these Terms and Conditions.

### 14. ALTERATION OF TERMS & CONDITIONS

14.1 Designer Central will post any variation of its Terms & Conditions at any time at its sole discretion on its Website.

### 15. COMPANY PORTFOLIO

15.1 The Client gives Designer Central permission to display all Services provided on Designer Central's website or business portfolio.