

DESIGN CONSULTING GENERAL TERMS AND CONDITIONS

Parties:

“Deep Orange Design” (“us”, “we”, “our”); includes its employees, service providers, consultants “Client”; a person or company engaging Deep Orange Design’s services for a fee.

1. Commencement

Commencement of a project will only follow the Client’s written confirmation of Deep Orange Design’s proposal, brief or quotation, or where applicable a signed contract of engagement or service agreement. Generally, an upfront payment of 50% of the quoted price is payable prior to commencement. In the case of ongoing services at an hourly rate or other consulting services, commencement will follow our written confirmation of the Clients requested assignments.

2. Abandonment and deferment

If a project, or stage of a project that has been quoted with a specified price is abandoned or deferred or our services as designers dispensed with, payment shall be made to the value of the hourly rate of the completed work, and **no less** than 25% of the quoted costs. This does not apply to work quoted on an hourly rate.

3. Changes to the brief

Any changes or additions to the brief or contract that are made after its confirmation or after a Scope Review, may be charged to the Client at an hourly rate or a fixed price if otherwise agreed. If deemed necessary, a revised brief will be issued and signed confirmation will be required.

4. Design Revisions

Where a project is conducted in specific stages, with an agreed limit to the time spent or number of revisions allocated for each stage in the quote, additional time required by the Client to achieve a desired result may incur additional charges at an hourly rate or revision of the brief or contract.

5. Deadlines

Deep Orange Design will endeavour to meet all reasonable deadlines. However, if a project requires tighter deadlines and work is required excessively outside normal business hours, additional charges for this work may apply at an hourly rate.

6. Completion

At the conclusion of each stage or at the conclusion of the project, written confirmation that all work is acceptable and that the brief has been fulfilled is required. If such approval is not received within 14 days of completion of any stage or project, submission of our invoice will mark the Client’s tacit approval and acceptance of the submission.

7. Costs

All anticipated costs and expenses will be outlined in a Service Agreement or Project Plan. If any unanticipated significant expenses are incurred at the client’s request eg. travel, subsistence, printing, prototyping etc., unless agreed otherwise, will be charged in addition to the fees quoted. Certain outsourced services such as printing and prototyping may require payment in advance; it is the **Client’s** responsibility to ensure these payments are made before the service is ordered.

8. Fee payment

Payment is required within **7 days** of the invoice date and, if requested, before any work on any following stage will commence. Final work will only be delivered once all payments have been made. An administration fee of \$25 plus interest at 10% per month will be charged for late payments, unless otherwise agreed.

9. Copyright and ownership.

Copyright and ownership of any work (drawings, CAD data, images, videos, prototypes, ideas, solutions, formulas etc) produced by us in relation to the project, will remain the property of Deep Orange Design until all fees and costs have been settled. On completion of the work, or if the project is halted for any reason and payment of all fees and costs to Deep Orange Design has been finalised, ownership of the final work will pass on to the Client unless agreed otherwise. We reserve the right to use the final work as promotional material, provided Client confidentiality is not breached and consent is given. We reserve the right to ownership of Intellectual Property regarding our unique processes and systems, including methods of CAD model building contained within CAD files as well other innovative or technical solutions that arise during the project that are not specific to the brief.

10. Intellectual property

We will not take any responsibility for the use of copyrighted or patented material provided to us. Any material provided to us by the Client, will be used on the assumption that the client has ensured that they have legal rights and permission to use the material in any way we determine for the project. In addition, we will not be held responsible for infringement of copyright, design registration or patent that results from work requested from us by the Client.

11. Design Credit

Deep Orange Design reserves the right to claim authorship of a design or portion of design for which we has been responsible. This claim refers only to the authorship of original work produced by us, not the ownership of Intellectual Property claimed by the Client within this work. Deep Orange Design's or the Client's consent must be obtained before either party's logo or trademark is reproduced by the other party, on any finished product or otherwise published. Where appropriate and relevant, the Client will acknowledge and not claim authorship of any design or part of design that was created originally by us.

12. Liability

Deep Orange Design will provide design services to the best of its ability, however it will not be held liable for any damages, losses or other claims directly or indirectly arising from any design or other work conducted for the Client by Deep Orange Design, its employees, service providers and consultants after the Client has taken delivery of and paid for that work except to the extent that such liability cannot be disclaimed under the *Consumer and Competition Act 2010* or in the case of any act whether negligent or otherwise directly attributable to Deep Orange Design, its employees, service providers and consultants which arises during the course of the work conducted by Deep Orange Design, its employees, service providers and consultants

13. Warranty

Deep Orange Design hereby warrants that, at delivery, the product shall meet the design criteria set out in the Service Agreement or amendments made to it and, if required by the client, will comply with any applicable Australian Standards relating to the product.

14. Variation of terms

We reserve the right alter, modify or change these Terms & Conditions at our discretion. Changes will only come into effect once the client has been notified of and agrees to the changes.

Agreed by the Client*:

Name: _____

Company: _____

Address: _____

Signature: _____

Date: _____

* Signing of this page denotes that the signatory has read and agrees to the contents of all pages of this document.