

As an independent design studio, Sono Advertising maintains a high level of professionalism and customer service to ensure the interests of all parties entering into design work. The following Terms and Conditions must be read, understood and agreed to before any existing or new design work can begin. **Commencement of design work with Sono Advertising asserts agreement to the following terms and conditions.**

Terms & Conditions.

1. Estimates

- 1.1 Where possible, all production will be subject to estimating prior to any work commencing. Should concept and design work be undertaken prior to an estimate being done, any and all work carried out prior to estimating shall be included in the estimate and shall be subject to charging should the job not proceed for any reason. Estimates are valid for a period of thirty (30) days from the date indicated and are subject to cost variations imposed by suppliers. Estimates are based on supply of two (2) proofs only for corrections or alterations unless indicated otherwise. Multiple proofs or corrections, non standard services and urgent deliveries will be additional costs. Estimates exclude disbursements such as courier charges etc which are charged separately.
- 1.2 Where any part of an estimate relates to imported goods, the costs estimated are based on existing rates of freight, foreign exchange, insurance, customs and other duties. Sono Advertising will not be bound by an estimate should any of these items vary.

2. Acceptance

- 2.1 Acceptance of an estimate by a client must be in writing. If the terms of the acceptance differ in any way from these terms and conditions, then Sono Advertising shall only be bound should these differences be confirmed in writing by Sono Advertising and signed by the client.

3. Variations

- 3.1 Normal turnaround time for concept/design and first proof is five (5) business days for a small creative job and (10) business days for larger campaign jobs. When a client requests that a specific job be output by a specific time within the same day, a "drop tools" loading of 100% shall apply to all areas of production, including studio time, proofs, production, e-mails and delivery.
- 3.2 Any variations required by the client resulting from a change in specifications, alterations or any other variation whatsoever may result in additional charges being made. Any variations required by the client which are not made in writing shall be confirmed in writing by the client within three (3) days of the variations being requested. If confirmation in writing is not received within the specified time, it shall be deemed that no variation is required by the client.

4. Delivery

- 4.1 Sono Advertising will endeavour to deliver all printed and/or electronic material by the agreed deadline and in good condition. Sono Advertising will not be liable for penalties or to pay damages if goods are damaged or delivery delayed as a result of strikes, shipping delays, lockouts, late delivery of materials, force majeure, Acts of God or other causes beyond its control.
- 4.2 Acceptance of final artwork by a client must be in writing.
- 4.3 Whilst Sono Advertising endeavour to thoroughly proof check spelling & grammatical errors, please understand that the final responsibility & any additional print costs rests with you, the client. By "Approving Artwork", you agree to have thoroughly reviewed all digital and physical artwork proofs and understand that all proof reading and spell checking is your responsibility, not Sono Advertising.
- 4.4 All jobs must be paid up prior to artwork release unless prior credit agreement has been authorised.

5. Copyright, ownership, legal title and risk

- 5.1 Legal title to and property in the goods supplied by Sono Advertising shall not pass to the client until the client has paid to Sono Advertising the full purchase cost.
- 5.2 The goods supplied shall in all respects be at the risk of the client from the time delivery is effected.
- 5.3 Copyright shall remain with the Agency for all creative and artwork unless negotiated otherwise at the time of briefing.
- 5.4 Clients are entitled/licensed to use the finished artwork and continue to use the material

without change unless otherwise authorised by the Agency. Changes to material without the authorisation of the Agency is in breach of copyright.

- 5.5 Clients own the completed finished design and will be supplied with filmwork and/or hi-resolution pdf files only for ongoing use and reprint.
- 5.6 Ownership does not include the original native artwork files used to manufacture the finished product.
- 5.7 The client is not entitled or authorised to use concepts presented by Sono Advertising and take them to another creative agency or person for further development.
- 5.8 Sono Advertising reserves the right to display projects for promotional purposes and industry competitions.

6. Electronic artwork

- 6.1 Electronic artwork remains the property of Sono Advertising as part of the manufacturing process. Film work is returned to the client on request along with a final pdf file of the artwork. Purchase of electronic files can be negotiated if required.

7. Payment

- 7.1 Unless otherwise stated by Sono Advertising, payment shall be made net cash fourteen (14) days from receipt of invoice.
- 7.2 An interest rate of the current NAB OD Rate per annum shall be payable on outstanding balances due and not met under 7.1. The interest rate shall be calculated daily commencing on the date of invoicing until payment is made in full. The client agrees that the interest rate stated above is a fair estimate of Sono Advertising's loss and is not to be construed as penalty.
- 7.3 The payment of the whole or any part of the invoice total or interest or both which is later claimed to be void or voidable will continue to be liable to the client for payment as if no such payment had been made.
- 7.4 If an account is overdue by more than fourteen (14) days, then Sono Advertising or its representative have your permission to contact the disclosed director(s) for collection of the payment.
- 7.5 Any expenses, costs or disbursements incurred by Sono Advertising in recovering any outstanding monies including debt collection agency fees and solicitors costs, shall be paid by your company.

8. Financial/Production

- 8.1 **Deposit:** All jobs undertaken by Sono Advertising require a 30% deposit prior to commencing artwork.
- 8.2 **Progress Payment:** Progress payment is due at the end of each milestone as stipulated in the estimate. Should a job be in progress for longer than six (6) weeks, the agency is entitled to and may issue a progress invoice.
- 8.3 **Job Not Proceeding:** Jobs that do not proceed once artwork has commenced will be invoiced at the rate shown on each estimate.

9. Trademark searches

- 9.1 Sono Advertising advises that appropriate actions are taken by the client to ensure their visual identity, brand or trademarks are protected. Likewise Sono Advertising advises trademark or copyright searches are performed by an appropriate legal organisation during the development of your brand or visual identity. If the client chooses to not independently obtain the services of a professional legal entity, the client agrees that Sono Advertising will not be held responsible for any legal infringements or legal costs.

10. Print Buyer Terms

- 10.1 Where Sono Advertising is the agreed print buyer, all payment is due in advance prior to production. In line with industry standards, an 18% print management fee will be added to all print costs.