



TERMS AND CONDITIONS



www.jenmulligandesign.com

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Below are the Jen Mulligan Design ("Jen Mulligan Design", "JMD", "we", "us", "the designer") standard terms and conditions for all projects.

If you do not agree with them, we prefer not to work with you, as we believe these to be fair, equitable and reasonable for both sides of contractual obligations. If you have exceptions you wish to discuss, please do so at the beginning of the project otherwise your agreement at the commencement of any project where you complete initial or total payment will constitute full and total agreement with these terms. Unless otherwise stated these policies form the basis of every/all contract/s between Jen Mulligan Design and our client/s. The policies, terms and conditions set forth are specifically designed to manage expectations and desired outcomes, explain intellectual property (IP) issues and protect both you "the client" and Jen Mulligan Design from unfair practices.

It is vital that you ("The User", "The Client") take time to read through thoroughly and ensure you fully understand these terms and conditions and their implications before you agree to commence any project with Jen Mulligan Design. Please also note that from time to time Jen Mulligan Design may need to alter these terms and conditions without notice. Please contact us if you do not understand any of the terms or conditions in this document.

These conditions, which are construed under Australian Law, are applicable to Jen Mulligan Design and should be read in conjunction with other documents and/or the correspondence comprising our quote/invoice, which is emailed to you as a PDF document.

As a user of the jenmulligandesign.com website, you agree not to reproduce, retransmit, disseminate, sell, publish, broadcast, or otherwise use any material from this Site without our express prior written consent.

COMMUNICATION

Jen Mulligan Design can be reached by telephone from Monday to Friday between 5pm and 7.30pm and 9am to 5pm Saturday and Sunday (Australia AEST (Brisbane)) on +61 431 914 066. All communications that are legally binding must be in writing via email.

Skype chats are welcomed at the Skype user name:
[jenmulligandesign](https://www.skype.com/jenmulligandesign)
(although we prefer a bit of warning so we look our best), but again this is not legally binding, merely a way to touch base with our client/s.

The majority of designer/client communication is normally via email, which assists all parties to keep track of correspondence. Jen Mulligan Design will

not take design instruction or changes via telephone.

All work requests must be in clear, concise writing, via email or via forms on our website. This means that "The Client" and Jen Mulligan Design can look back over emails for clarification if needed.

Client revisions should be, to avoid any confusion, in a single document or email (if possible), in a legible, easy to understand manner. Changes sent through in 10 different emails in a disorganised or hard to understand manner may result in confusion on both sides.

COMMENCEMENT OF WORK

These Terms and Conditions govern your access and use of the Jen Mulligan Design website at Jenmulligandesign.com. By accessing or using the Jen Mulligan Design website you agree to be bound by these Terms and Conditions and to any additional guidelines, restrictions, or rules that may be posted in connection with specific sections or services of the Jen Mulligan Design website. All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these Terms and Conditions, under Australian Law.

Agreement to work with, and payment of deposit to, Jen Mulligan Design, constitutes agreement to these terms and conditions.

INTELLECTUAL PROPERTY RIGHTS

Except for the copyright in these Terms and Conditions of use, Jen Mulligan Design assert copyright and all other intellectual property rights in this website, unless otherwise stated.

Jen Mulligan Design also reserve copyright and all other intellectual property rights in all our documents and images appearing on or linked to this web site.

Except where allowed in this notice or permitted under the Copyright Act 1968 (Cth) or other applicable laws, no information appearing on or linked to by this web site in which we have reserved copyright shall be reproduced in any form, adapted or transmitted in any form by any process, including electronic form, without our express permission.

PAYMENT TERMS AND CONDITIONS

"The Client" agrees to pay:
50% non-refundable deposit of the quoted amount to commence the design project, and 50% is due the day of Delivery, Sign Off or Live Date (before website goes live).

The project deposit is non-refundable, and if a project is cancelled by "the client", for whatever reason, the deposit will serve as a cancellation fee.

In the case of a change of mind by "The Client" this deposit is non-refundable. Jen Mulligan Design endeavours to provide graphic and web design services that meet and exceed a client's needs and expectations, but in the event of a "change of mind" by "The Client", the initial 50% deposit is forfeited and acts as a cancellation fee. The deposit is to ensure Jen Mulligan Design allocates time in the schedule to create work for "the client".

All printing accounts must be settled in full prior to the release of the files to the printer and the files will be sent directly to "the client".

No final artwork or files will be delivered until final invoices are paid in full. Copyright is not transferred until all invoices are paid in full, with no exceptions.

Delivery consists of the following:
Supply of final artwork digital files to "the client":
Via email to nominated email account
Uploaded to nominated ISP (as in the case of web design and development)

Construction files (unused concepts, revision files, fonts, Photoshop layered files, Adobe Illustrator files etc) remain the property of Jen Mulligan Design.

IMPORTANCE OF THE CLIENT BRIEF

The request a quote form at: <http://jenmulligandesign.com/request-a-quote/> is the single most important document in determining the creative and strategic direction of the project. All aspects of the project must be included in this form. Jen Mulligan Design takes this information and creates your quote and design from this. The "client" agrees that additional information, changes or additions that are requested after the submission of the Request A Quote form and commencement of the project over and above the original form submission, will be liable to additional charges of \$AUD50 per hour.

In some cases, the additions are minor (determined by Jen Mulligan Design and completely at our discretion) and can be absorbed into the project costings, BUT, if a client changes the design brief significantly (again entirely at Jen Mulligan Design discretion), this will have a significant impact to the project time-line and completion date.

Extra charges will be applied in this case and while we will endeavour to inform you we are not obligated to do so if the brief has changed, it is taken as a given by the client that those changes, additions and alterations will be billable at the end of the project. Some corrections, changes to layout, replacement of minor text or images are normally included with any artwork charges, but adding additional content after the initial brief (form submission) can

sometimes add significantly to design time and therefore artwork charges. Please take time to read the terms and conditions, and take time to:

Prepare a considered, well written outline of your project with all information supplied and provide adequate reference material such as , but not limited to, links, images, Instagram accounts, PDF mood boards, word mood boards, comprehensive Pinterest Board with a range of images that denotes your style, colours, typographic preferences and end result goals described in detail.

If a brief is incomplete Jen Mulligan Design will not be held accountable if the end result is not what was in the mind of the "client". The Request A Quote form is the only document that we have from which to create your quotation and project. Jen Mulligan Design may ask for additional information, however if that is not forthcoming Jen Mulligan Design cannot be held accountable if "the client" is unhappy with the end result. Jen Mulligan Design cannot emphasise enough to please make sure the form submission is completely thorough and every aspect of your project answered and considered. We will of course interpret this taking into account our knowledge, experience, trends and fashion, but the more we know about your business from a visual and stylistically point of view the better we can serve you. Words such as elegant, glamorous and chic do not tell us what you want, we need specific visual references of what you mean.

If information, specifications or wishes are not included in the Request A Quote form, they will not be included in the project.

TERMINATION OF SERVICES DUE TO NON PAYMENT

Jen Mulligan Design may discontinue services if an amount payable to Jen Mulligan Design is overdue or take down a website permanently in any case where an amount payable is overdue by more than 7 days. In any such event, "The Client" remains liable for the total cost of the contract including all disbursements; unless otherwise agreed between the parties. If the invoice remains unpaid, copyright on all work remains with Jen Mulligan Design and we will sell the artwork via our online store to recover lost revenue and outstanding costs.

PROJECT DURATION AND CLIENT RESPONSE TIME

"The client" agrees to provide timely responses to Jen Mulligan Design after receiving status notifications, work for review or requests for information.

The client shall have 30 days to respond to each draft/request for information submitted. If the client has failed to respond after 30 days, Jen Mulligan Design

will deem the project complete. At such time, Jen Mulligan Design shall have no further obligation to the client, and the client shall pay Jen Mulligan Design all fees and expenses associated with the work performed.

Jen Mulligan Design will use all reasonable efforts to meet quoted completion dates. However, time is not the essence of the Contract and we will not be liable in cases of late reporting, however caused, nor shall lateness be deemed to be a breach of Contract or an act of negligence.

CLIENT PROFESSIONAL COURTESY

Jen Mulligan Design takes pride in professional courtesy and manners and hope our clients do too. "The Client" agrees to behave through all communications in a professional, courteous and respectful manner towards designers and staff at Jen Mulligan Design. Any actions toward staff or designers at Jen Mulligan Design deemed by us as disrespectful, unprofessional, abusive, bullying or verbal/written cruelty on the part of "The Client" may result in a cancellation of the project and the deposit will serve as a cancellation fee.

Actions that may result in cancellation of the project may include: insulting language, profanity, unwarranted criticism of the designer's general ability, disrespectful comments, personal insults, swearing, flaming on social media sites, threats not to pay for the work for unwarranted reasons, bullying behaviour toward junior staff and general lack of respect. Please note: It would be extremely rare for Jen Mulligan Design to use this clause, and the client behaviour would have to be extreme and affect other areas of our staff and designers' work.

DESIGN SAMPLES (IF APPLICABLE)

"The Client" agrees to supply for free, in addition to fees for service, any number up to 10 of printed samples of every item produced for "The Client" by Jen Mulligan Design during the course of this project (quantity to be specified by us). "The Client" also agrees to allow a small credit with a link to the front page at jenmulligandesign.com on the footer of any/all pages designed by Jen Mulligan Design. Removal of this credit constitutes a breach of these terms and conditions.

"The Client" also agrees to allow Jen Mulligan Design to showcase any/all work created in the course of a project as part of Jen Mulligan Design portfolio, including unused concepts. Jen Mulligan Design acknowledges the confidential nature of projects and agrees to only display project work once product/site has been publicly launched/commenced.

FORCE MAJEURE

Jen Mulligan Design shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Jen Mulligan Design including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

FEES FOR SERVICE

It is agreed that the fee for service shall be the cost estimates provided via email, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in the quote, "The Client" agrees to pay appropriate fees for the excess work, outside the scope of the original agreement which is known as the 'Request A Quote' form submission. Wherever possible the client will be notified of increases in the scope of the project. "The client: agrees to pay additional fees for work requested beyond the scope of the Request A Quote form submission. Jen Mulligan Design will endeavour to inform you of this increase, but be aware that this may not always be possible and so it will appear on your final bill if you do request additional work.

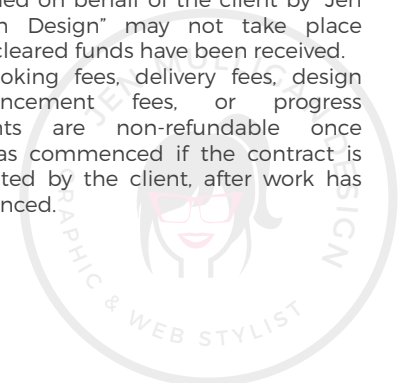
EXCESS WORK

This is defined as any work involving additions to the list of items defined on the Quote or changes to all pieces of finished artwork after sign off by an authorised representative of "The Client".

Changes to any Supplies completed (Author's corrections) or part completed requested by the client or any other part beyond our control, will be charged accordingly to the Client.

Should additional design not initially quoted for be requested during the design process, all additional costs will be added to the final invoice, payable prior to delivery of design files.

Publication and/or release of work performed on behalf of the client by "Jen Mulligan Design" may not take place before cleared funds have been received. Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by the client, after work has commenced.



LIABILITY AND LITIGATION

It is agreed that all work and materials provided for "The Client" by Jen Mulligan Design without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party.

It is agreed that "Jen Mulligan Design" indemnify and hold "The Client" harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of "The Client" or its employees, and it is agreed that we shall notify "The Client" in writing of full details of any such claim.

Under no circumstances shall Jen Mulligan Design be liable to "The Client" for an indirect or consequential loss suffered by "The Client" relying on the information included in the Supplies prepared by Jen Mulligan Design including (without limitation) loss of profit, loss of Contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the Supplies only, not to include claims for delays, out of sequence working, non productive overtime, award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

Indemnity: "The client" agrees to indemnify and hold harmless the designer from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including lawyers' fees and costs, but only to the extent caused by, arising out of, the work supplied by the designer.

APPROVAL OF FINAL ARTWORK

While Jen Mulligan Design takes all care to avoid errors, we accept no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. It is the responsibility of "The Client" to proof read and approve all final copy before the production of artwork.

The email verification of the Client's Representative shall be conclusive as to the approval of all artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print due oversights by "The Client's" proof reading. Any changes that are needed will be charged to "The Client" prior to the changes being made.

PRINT RERUNS AND REFUNDS

It is agreed that Jen Mulligan Design is not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, (approval may be given either verbally or in writing), committed to print or posted in view of the public. Jen Mulligan Design will not be help responsible for changes or amendments made after approval. It is the sole responsibility of the client to notify Jen Mulligan Design of any such errors during the revision cycle and before the final files have been generated.

In the event of a need to reprint due to errors in content, the client must inform Jen Mulligan Design within 3 days of product acceptance, and must return the product (at the cost of the client) within 10 days of acceptance for assessment.

As with all print projects, payment for re-printed projects MUST be prepaid.

PRINT - COLOUR VARIATIONS

With all printing there may be some colour variations from what you have seen on screen, to what the final product looks like, and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at the expense of Jen Mulligan Design due to colour variations.

COPYRIGHT AND GRANTING OF RIGHTS

In accordance with the Australian Copyright Council the production of any original design work automatically deems Jen Mulligan Design the author and therefore the owner of such work. Ownership pertains to all original electronic files only. "The Client" is entitled to use the design work for the purposes for which it was created. Any other usage not discussed will need to be negotiated. If original electronic files are required by the Company it must be negotiated with Jen Mulligan Design and will incur additional fees.

IMPORTANT NOTE: Rights to use the artwork created by Jen Mulligan Design are granted only upon receipt of package payment in full. All payments made to Jen Mulligan Design are non-refundable.

Jen Mulligan Design retains full ownership of design concepts and materials it produces in the course of a project. Once a final concept is delivered to a client and full payment for the entire package, unless otherwise stated, is received, the final files will be transferred to the client and they will retain usage and ownership for purposes outlined in the project invoice. Upon full payment, the client shall be granted ownership/usage of the final artwork as specified in the original quote/

invoice. If an invoice is outstanding for more than 60 days Jen Mulligan Design will place the item for sale on an image library or our website to recover outstanding costs.

Unused concepts remain the property of Jen Mulligan Design. Jen Mulligan Design may still use paid-for concepts in its promotional materials and in its design portfolio. Unless the client requests otherwise, Jen Mulligan Design retains the right to display a small byline claiming design credit on works it produces, except for corporate stationery.

This granting of copyright does not extend to the use of design proposals and concepts submitted to but not approved for the work outlined. Until final payment Jen Mulligan Design retains ownership of all artwork and website architecture. Jen Mulligan Design reserve the rights to certain elements used to create your images including fonts, patterns, stock images, textures, colour palettes and other non-exclusive items.

Jen Mulligan Design reserves the right to use stock images in the creation of designs if required. Costs of this will be outlined to the client prior to purchase if not included in the proposal quote.

Other than for the promotional use of Jen Mulligan Design all services provided shall be for the exclusive use of the client's said purposes only. Designs may not be used for other promotional items, website or printed materials without permission. Upon payment of all invoices, reproduction rights for all approved final designs created by Jen Mulligan Design shall be outlined in the Project Proposal. For additional usage, price will be assessed as needed.

In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between client and designer'. copyright will remain property of Jen Mulligan Design until such time an agreement is in place. As part of Jen Mulligan Design terms of business, the copyright license is automatically released to the client on receipt of final payment for the commissioned work. Jen Mulligan Design reserve the right to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions for the purposes of promoting Jen Mulligan Design in print or digital media portfolios, social media and blogs, except where the client has specifically requested in writing otherwise.

Any material supplied to Jen Mulligan Design by "The Client" in the project brief or duration of the project, shall be free of copyright restrictions, owned by or licensed to "the client" for use by Jen Mulligan Design for use during the course of the project. Jen Mulligan Design will not be liable for any intellectual property or copyright issues resulting from the use of client supplied resources.

WEB DESIGN COMPATIBILITY

Platforms:

Windows (version 98 up to current full version)

Macintosh (OS 10.1 up to current full release version)

Browsers:

Internet Explorer- version 8 up to current full release (we do not support IE6 or 7)

Firefox 2 up to current full release

Apple Safari- version 4 up to current full release

Google Chrome

Browser Plug-ins:

Current version of Flash Player

Windows Media Player

QuickTime

GOODWILL

This proposal assumes goodwill from both Jen Mulligan Design and "The Client" regarding:

What can reasonably be achieved in a given time frame

Making best use of resources to achieve the most effective outcomes

RESENDING AND/OR UPLOADING FILES

If a client loses or accidentally deletes the files delivered by JMD at the completion of the project, JMD can re-upload to Dropbox, for a fee of \$50 per file request.

ARTWORK ON CD, DVD OR USB DRIVE

We digitally send all artwork. We do not send artwork on USB drives or CDs or DVD's.

WEBSITE DESIGN CREDIT

"The Client" agrees to allow "Jen Mulligan Design" to place a small credit on printed material exhibition displays, advertisements and/or a Jen Mulligan Design's website link on the customer's website. This will be in the form of a small logo or line of text placed towards the bottom of the page.

"The Client" also agrees to allow "Jen Mulligan Design" to place websites and other designs, along with a link to the client's site on "Jen Mulligan Design's" own website for self promotional purposes.

TERMINATION POLICY

In the event of the client cancelling a project after a project has commenced, the advance payment (deposit) will be forfeited in lieu of compensation to Jen Mulligan Design. This is to cover design and administration time spent, resources purchased and allocated, research time and administration costs.

If a project is cancelled by Jen Mulligan Design, due to unforeseen circumstances, the deposit will be refunded in full to the client in a timely manner.

In the event of cancellation of the project by the client, ownership of all copyrights and the original artwork and disks shall be returned and retained by the Jen Mulligan Design. We reserve the right to sell artwork to cover costs.

WEB DESIGN POST-COMPLETION ALTERATIONS

Once web design is complete, "Jen Mulligan Design" will provide the customer with the opportunity to review the resulting work. "Jen Mulligan Design" will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to "Jen Mulligan Design" by e-mail and confirmed by post. "Jen Mulligan Design" will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period. An hourly fee after this time for tweak and amendments is payable of \$50 AUD per hour.

In the case of business and e-commerce sites, Jen Mulligan Design can provide basic training to "The Client" for the ongoing self-maintenance of their web design project for an additional fee. Alternatively, Jen Mulligan Design offers affordable website maintenance plans to alleviate the burden of managing a website. If you are interested in one of these plans please contact us for more information.

Where "The Client" requires additional support (and has not purchased a website maintenance plan) including replacing nearly all the text from a page with new text, major page reconstruction, new pages, blogs, navigation structure changes or attempted updates by Client repairs, major page code and/or graphics changes and additions will be charged at our standard hourly rate (please contact "Jen Mulligan Design" for an additional quote).

CONFIDENTIALITY

It is agreed that employees of "Jen Mulligan Design" shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of "The Client" or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of "The Client".

LATE PAYMENTS AND DEFAULT

An account shall be considered in default if it remains unpaid for 30 days from the date of invoice or "the client" has stated expressly that they do not intend to pay an invoice issued by "Jen Mulligan Design", unless prior arrangements have been made. "Jen Mulligan Design" shall at its sole discretion suspend any and all services provided to the client by "Jen Mulligan Design" or its subsidiaries (including but not limited to hosting, website design files, concepts, artwork, and email) and employ debt collection measures until the total outstanding balance has been fully paid. This includes any and all unpaid monies due for services ordered, including, but not limited to design, hosting, domain registration, search engine submission, maintenance, sub-contractors, printers, photographers and libraries.

Suspension of such services does not relieve the client of its obligation to pay the due amount. Files on external servers, such as hosted e-commerce solutions will be removed and held until payment is made or for 30 days until the client has paid for their invoices in full.

"Jen Mulligan Design" retains all copyright for work performed until full project costs have been paid. "Jen Mulligan Design" reserves the right to reuse or resell work undertaken in the case of payment default. "Jen Mulligan Design" accepts no liability or responsibility for loss of income or damage to the client for work removed from third party servers, as a result of non-payment and "The Client" will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

AMENDMENTS TO THESE TERMS AND CONDITIONS

All and any amendments to the terms and conditions outlined in this submission must be provided in writing by "The Client" and signed by an authorised representative of "Jen Mulligan Design" prior to the commencement of work outlined in this submission.

FREELANCE CONTRACTORS AND CONFIDENTIALITY

All contractors employed by "Jen Mulligan Design" are held to a strict confidentiality and non-disclosure agreement. Contractors of "Jen Mulligan Design" are also bound by a strictly enforced non-solicitation agreement for a period of 36 months after the conclusion of their work with "Jen Mulligan Design". If this was to be breached by the contractor "Jen Mulligan Design" will take swift and reparatory measures to ensure the "The Client" is made aware that the contractor in question is no longer a representative of "Jen Mulligan Design" and acting independently. Furthermore the unlawful contractor will be prosecuted

through legal channels to the full extent of the law in such cases.

"Jen Mulligan Design" aims for complete security of our clients and if we select contractors it is based upon previous work, references, and global checks with previous employers, as well as compliance with strict "Jen Mulligan Design" guidelines of professional behaviour and ethics.

NEWSLETTER MAILING

"The Client" will automatically be added to our Newsletter database. If "The Client" does not wish to receive these newsletters please opt out on receipt of newsletter.

For more information on our mailing policy please view our privacy policy here:
<http://jenmulligandesign.com/wp-content/uploads/2017/03/privacypolicyjmd.pdf>

DISCLAIMER

Graphic design, strategy, photography and marketing are all highly creative and subjective art forms. As such Jen Mulligan Design take every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however Jen Mulligan Design cannot be held responsible for variations between expectation and outcome.

All information contained in this website is intended for general information purposes only. We try to keep the information up-to-date and ensure that it is correct, however, we make no warranties of any kind concerning the accuracy, completeness, suitability, reliability, or availability of the information contained in this website, or any products, services, links, or graphics that may be found on this website. Use this information at your own risk. Jen Mulligan Design will not be held liable for any loss or damage, or loss of data from your use of this website, or in connection with this website. This includes indirect or consequential loss or damage. Jen Mulligan Design has no control over websites that are linked to on this website. Those third party websites are under the control of their owners, and Jen Mulligan Design will not be held liable for your use of those websites. By linking to these sites, we are not endorsing or recommending any information or views expressed in the content on those sites.



www.jenmulligandesign.com

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