

TERMS & CONDITIONS

1/ **Intellectual Property Rights.** For works created, full exclusive copyright and IP will reside with Kintaro Studios, until full payment of any invoices are received. No usage, digital, physical or otherwise (of created works) is permitted until clearance of payment is received; at which point Kintaro Studios grants full, complete and exclusive Intellectual Property rights of the final work *only* to 'the client'. Kintaro Studios reserves the right to display concepts and final artwork as a portfolio reference (of the final work) on our website, and in industry, award or reference publications. As Kintaro Studios is contracted to supply specific deliverable/s *only*, copyright and IP of content not included in the final work, but created, captured or produced by Kintaro Studios, will reside with Kintaro Studios.

2/ **Bounds of Agreed Work Quotations.** Proposals and invoices issued by Kintaro Studios are quoted in Australian Dollars (AUD) unless otherwise indicated. Each quotation or proposal will detail the limit and the scope of a project. Change requests not covered in the project brief, or creative proposal (or any additional request for design, production or miscellaneous work not covered in an existing or proposed agreement) will incur additional fees. These will be carried out at the original rate specified (in the original proposal or quotation). Kintaro Studios will notify clients as to whether work falls outside of the initial quote and will therefore require additional charges.

3/ **Quotes** are valid for 30 days from the date of issue.

4/ **Amendments & Extensions.** Requests that extend beyond the scope of this project, or changes requested outside of time-frames scheduled will require an extension to the time-frame. Kintaro Studios will amend any typographical errors, mistakes or technical issues arising from our direct work up to, and until, it is signed off.

5/ **Approvals & Liability** For works, Kintaro Studios extends to our clients a review and approval process, by which all text, images, and works are assessed and approved by our clients. Further work may not commence, and final deliverables will not be publicly released until approval is given. Kintaro Studios takes no liability for damage to business or reputation for works once approval has been given, spoken or written, on any piece of work.

6/ **Delays** from clients in gathering responses to presented concepts and drafts can affect sub-contract agreements with Kintaro Studios. Delays, not otherwise scheduled (according to Term 10) may not be able to be rescheduled and will incur additional charges. Kintaro Studios will communicate these costs if renegotiated delays affect sub-contractors adversely.

7/ **Music Licensing** is licensed through third party providers and is completed on behalf of our clients (the licensee). The license is completed in the clients name and as a result, false or misleading information is the sole responsibility of the licensee and not Kintaro Studios. Kintaro Studios will provide a copy of the final license terms once full payment is made. Once the license is active it is the client's sole responsibility to ensure that the license terms are adhered to. Kintaro Studios accepts no responsibility for legal impediment or damages as a result of the completed license.

8/ **Payment Schedule** Upon acceptance of any quote, 50% of the total estimate/quote is payable before any work commences. The remaining balance is payable on completion of the project.

9/ **Terms of Trade** are fourteen (14) days from the issue date of each invoice - unless work is required to commence earlier. Payment options are listed on the invoice. Kintaro Studios reserves the right to apply a late fee for accounts which are overdue.

10/ **Termination of Agreement** by Kintaro Studios will result in a full refund of all monies paid for components of the project not already completed. This includes the balance of any upfront payment for work not already completed. Termination by the client will result in a refund for any works paid for, but not yet completed (unless in breach of a sub-contract agreement where any cancellation fees will be passed directly onto the client).

11/ **Data Storage** All client data will remain active for a period of 30 days after the completion of a project. Kintaro Studios provides cloud based access to the final deliverables (free of charge) for 12 months at the conclusion of each project - providing access to a Master and Web file. For long-term storage Kintaro Studios offers LTO-6 back-up, and storage within our facility for an additional fee. Kintaro Studios will notify clients when a project is scheduled for deletion.

12/ **Privacy Policy** We recognise the importance of your privacy and understand your concerns about the security of the personal and business information you provide to us. Kintaro Studios complies with the Australian Privacy Principles (APPs) as contained in the Privacy Act 1988 (Cth), the Information Privacy Principles (IPPs) as contained in the Privacy and Data Protection Act 2014 (Vic).

13/ **Rights Reserved for Overdue Accounts** Kintaro Studios reserves the right to suspend services should timely payment not be received (after the issuance of an invoice from Kintaro Studios). After a reasonable request for payment, and warning of suspension of such services has been made, any costs associated with obtaining payments for overdue accounts (including costs incurred from external companies or contractors towards accounts receivable) will be charged in addition to overdue accounts.