

Terms and Conditions

Below are Caleb Loeken's Terms and Conditions. Please read them thoroughly and ensure you understand them before you commence a Project with us. By starting a Project with Caleb William Loeken, Sole Trader, trading as calebloeken, you agree to their Terms and Conditions and you are aware that you are entering a binding contract – payment is required.

The below conditions have been construed under Australian Law and apply to all individuals, businesses or companies (Client/s) engaging the services of calebloeken, their contractors, subcontractors and employees unless otherwise agreed to in writing by both parties.

General Conditions of Contract

1. These Terms and Conditions cover all Contracts entered into by a Client with calebloeken for services relating to design, printing, visual media, websites, brand identity, images and photography, videography (all referred to as Artwork or Creative Works from here on), marketing management, social media marketing and web marketing (referred to as Marketing Services from here on).
2. These Terms and Conditions are subject to change without notification by calebloeken. These Terms and Conditions apply to calebloeken and all of their contractors and subcontractors.

Original Job Brief, Variations and Guarantee

3. calebloeken and the Client will attend an initial consultation at no charge to the Client. This can be held via phone or in person. A job brief will be constructed which will assist in the evaluation and formulation of the Client's project requirements.
4. If no delivery date for the final project is decided upon and noted during the initial consultation, payment will be required at the time/s detailed in clause (11); the length of time between the consultation and delivery of final artwork will not have an effect on the requirement to remit funds on invoicing.
5. calebloeken does not offer a set number of revisions to Artwork under the original Job Brief.
6. calebloeken will not charge for additional revisions of Artwork provided that the Client's requests for revision conform to the original Job Brief and are communicated within the agreed timeline (if provided).
7. Any additional work, revisions or variations outside of the original job brief will be charged at the rate of \$180 per hour, billed in 15 minute increments. All prices exclude GST. Additional expenses will be charged accordingly.

Quotations

8. Quotations are generated by calebloeken on the basis of the job brief and expected time investment.
9. Quotations may be subject to change if additional work is re-quired.
10. All time quotations are an estimate and are based on calendar working (business) days. No quoted delivery dates are guaranteed and can vary.

Payment

11. calebloeken reserves the right to request a deposit from the client prior to starting work on their

Project. If a deposit is requested by calebloeken, an invoice will be generated and delivered to the client via email and payment is expected by the due date displayed on the invoice. By remitting deposit funds to calebloeken, the client is accepting the Terms and Conditions and entering a contract with calebloeken.

12. If a deposit is not requested, the client is considered to accept these Terms and Conditions upon request of services/work from calebloeken.
13. calebloeken will invoice the Client for the remaining cost of the project and associated services prior to the commencement, printing/publishing of the artwork, publishing of any online marketing material or publishing of any website. calebloeken reserves the right to not proceed with these services until payment has been received in full from the Client.
14. calebloeken reserves the right to invoice prior to the time detailed in clause (11) if the Client has been uncontactable or unresponsive for more than 30 days – refer Cancellation & Variation Policy – begins clause (21).
15. calebloeken reserves the right to invoice for work completed if the project exceeds 60 days.
16. The Client reserves the right to request a payment plan which may be accepted by calebloeken at their discretion. All payment plans must be agreed to both parties in writing.
17. All prices quoted on calebloeken’s website and advertising material exclude delivery and GST.
18. All payments are to be made within 30 days of invoicing.
19. calebloeken is entitled to charge the client for any fees incurred relating to commencement of collection and recovery processes for accounts that remain unpaid in excess of 30 days.
20. calebloeken reserves the right to delete websites with accounts more than 90 days outstanding payment.

Cancellation and Variation Policy

21. calebloeken reserves the right to charge additional costs if the client requests amendments to the original job brief, if the original project outcome is altered or further artwork, creative works or marketing services are requested – refer clause (6).
22. If the client requests the cancellation of a Contract, calebloeken will determine the cost of artwork, creative works and/or marketing services provided. The Client will be invoiced this amount minus any deposits paid on the Project to date.
 - a. If the determined monies payable is less than the deposit paid, a refund will be issued by calebloeken to the Client for the difference.
23. calebloeken will declare a project completed if no response is received from the client within 30 days of providing a concept artwork and this artwork will be determined as the final accepted Artwork. calebloeken will then invoice the Client for final payment of total project and non-payment will result in collection processes. Legal action may also be taken by calebloeken to recover all monies owed.

Approving Proofs/ Designs/Printing

24. The client is held responsible for approving all artwork proofs and ensuring accuracy and suitability. This includes, but is not limited to; design, spelling, grammar, illustrations, images and quantity. It is

the responsibility of the client to request another copy if the proof is difficult to read or changes are required.

a. The Client's final accepted proof is the Artwork that will be submitted for printing. There will be no reprints at calebloeken's expense. You shall indemnify calebloeken from and against all actions, claims, damages, liabilities or costs (including legal costs) arising from, or directly or indirectly related to provision of materials, use of services by you or any-one else, or otherwise arising.

Limitation of liability

25. The Client agrees and accepts that calebloeken is not legally responsible for any loss or damage suffered or incurred related to use of any of their services, whether from amendments, errors or omissions in documents, designs, information or any goods or services you be offered by calebloeken. This includes the Clients use or reliance on any third party content, links, comments or advertisements. The Clients use of, or reliance on, any information or materials calebloeken produces, amends or designs is entirely at your own risk, for which calebloeken shall not be liable.
26. It shall be the Clients own responsibility to ensure that any products, services or information used meet their specific requirements.
27. The Client acknowledges that such information and materials may contain inaccuracies or errors and expressly exclude liability of calebloeken for any such inaccuracies or errors to the fullest extent permitted by law.

Submission of Client artwork

28. Clients who choose to submit their own artwork, files and/or images are solely responsible for the end result of printing. Clients are reminded to submit print-ready artwork with the correct specifications. calebloeken will print the Client's submission as requested however they are not responsible for Artwork mistakes. calebloeken is also not liable for supplied file errors. There will be no reprints at our expense.
29. Clients are reminded that when artwork is trimmed, the bleed cut can vary in position up to 2-3mm, hence a 5mm internal margin from the bleed line is required if the client is supplying artwork.
30. It is the client's responsibility to ensure that any artwork, images, files and text submitted does not violate Australian copyright laws. calebloeken and their contractors assumes all written and visual content adheres to copyright laws and all correct permissions have been sought and/or royalties paid for use.

Copyright

31. Ownership of copyright over all concepts and draft artwork and creative works remains with calebloeken. This includes, but is not limited to; logos, symbols, compositions, copy, photographic imagery and video. Unlawful use of these artworks by the client is strictly prohibited. The use of artwork prior to payment is illegal. For more information visit <http://www.copyright.org.au/information>
32. Artwork created will remain the property of calebloeken until account is paid in full. Future reprint requests of the same artwork will only incur a print management fee. Upon full payment of account, copyright ownership will be transferred to the client. calebloeken and their designers retain rights to utilise artwork and all design/image elements for portfolio/self-promotion.
33. calebloeken does not take any responsibility for Trademarking of any kind. It is the clients responsibility to check trade marking laws and existing Trademarks for availability.

Printing

34. calebloeken reserves the right to not commence printing until full payment for artwork and print services is received. The current turnaround time for printing is 5-10 working days dependent on the product type. This period commences at date of the clients approval of artwork proof and payment.
35. All time quotations are an estimate and are based on calendar working (business) days. No quoted printing, artwork and delivery dates are guaranteed and can vary.
36. With all printing there may be some colour variations from electronic visual representations of artwork and previous orders to the final printed artworks. This is due to the nature of CMYK printing and bulk run printing systems. There will be no reprints at our expense.

Delivery

37. calebloeken cannot be held liable for printing products that are damaged, lost or delayed when delivered by post or courier although the utmost care will be taken to ensure the products arrive on time and undamaged.

Website Design Services

38. The client agrees to allow calebloeken to add a small credit on the customer's website. This will be in the form of a small line of text placed towards the bottom of the page.
39. The Client also agrees to allow calebloeken to place websites and other designs, along with a link to the Client's site on calebloeken's own website for self-promotional purposes, unless agreed to by both parties in writing beforehand.

Website / Hosting Security

40. calebloeken will incorporate adequate security given the application of The Client's website. This security will be to protect against hacking, brute force attacks and malware. Any fees of this security will be included in the initial design and setup costs of the website, then every year after it will be included in the ongoing hosting, domain, security and service fees, invoiced annually.
41. calebloeken will not be liable for any security breaches of the websites content management system (CMS) or hosting account if the client has requested and has been granted access.
42. calebloeken can assist in the setup of payment gateways to the clients ecommerce stores, however they hand all access over to the client before the website delivery date, and therefore will not be liable for any security breaches in payment gateway accounts. It is highly recommended that passwords to these accounts are changes after calebloeken hands this access back to the client.

Hosting & Support

43. calebloeken shall use reasonable endeavours to provide continuing availability of the hosting server and the services but calebloeken will not, in any event, be liable for service interruptions or down time of the server.
44. calebloeken will not be liable for any costs incurred, compensation for loss of earnings due to the unavailability of the site, servers, software or any material provided by its agents.
45. All CMS or ecommerce websites hosted by calebloeken include up to 4 hours per calendar month of

free support and updates which includes basic site support, store product updates, and basic content updates.

46. If the 4 hours of support is not used in any given month, the included hours expires at the end of the month and does not roll over to the subsequent month.
47. Any excess support provided in a given calendar month will be charged at the standard hourly rate of \$180, charged in 15 minute increments.

Loss

48. In no event will calebloeken be liable to any party including the client for any indirect, punitive, special, incidental or consequential damage or loss, financial or otherwise, in connection with or arising out of these Terms (including for loss of profits, use, data, or economic advantage), regardless of how it arises. The client will indemnify calebloeken from and against any claim by any party claiming any such damage against calebloeken.
49. calebloeken will not be liable for any costs incurred or compensation for loss of earnings due to the unavailability of the site, servers, software or any material provided by calebloeken or its agents / third party partners.

Technical Compatibility

50. calebloeken will ensure that any website or application will function correctly on the server to which it is initially installed.
51. calebloeken can offer no guarantee of correct function with all browser software including future releases.

General Liabilities

52. calebloeken may from time to time and without notice or liability to the client suspend any or all of their services if the reason for doing so is an event beyond the reasonable control of calebloeken.
53. calebloeken will not be liable or become involved in any disputes between the site owner and their clients and calebloeken cannot be held responsible for any wrong-doing on the part of a site owner.

Force Majeure

54. calebloeken shall not be liable for any failure or delay in supply or delivery of Art-work, Creative Works or other services they offer where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of calebloeken 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.

