

UPDATED TERMS AND CONDITIONS JAN 2021

This updated agreement incorporates the terms and conditions always available online at our website, and form a binding part of your agreement. By making a payment or signing a sales contract, you acknowledge that you have read, understood and agree to the terms and conditions.

ITEM	OVERVIEW
REMUNERATION	<p>It is the policy of this firm that our remuneration is calculated on time based / hourly rates in accordance with the hourly charge rate applicable at that time.</p> <p>The charge rate applicable is commensurate with the skills, experience and qualifications of the individual completing the assignment. It is the policy of this firm to record time in six minute units.</p> <p>The hourly rates for our remuneration calculation are set out below together with a general guide showing the qualifications and experience of our staff that may be engaged in an appointment.</p> <p>The firm's hourly charge rates may be altered from time to time to reflect increases in the cost of labour and / or overheads, with such increases not exceeding the greater of CPI or 5% annually.</p>
ENGAGEMENT	<p>Our engagement is to assist with the preparation of the strategic marketing, production and media services for your business.</p> <p>A component in delivering these services is Project Management, Production and Consulting Services. You agree that the following rates will apply:</p> <p>Director / Senior Producer: \$250+gst p/hour Qualified with 10+ years experience, leading complex appointments and supervision of senior staff.</p> <p>Specialist, Manager, Lead or Consultant: \$180+gst p/hour Qualified with 3+ years experience. Responsible for all aspects of appointments and able to self sufficiently complete large appointments.</p> <p>Producer (Standard Rate): \$160+gst p/hour Appropriately experienced and developing basic principles while working under supervision.</p> <p>Coordinator: \$140+gst p/hour Project Management, communication and coordination</p>
DISBURSEMENTS	<p>Disbursements and office costs associated with the administration will be recovered in addition to remuneration. These are divided into three (3) categories and are reimbursed or charged as follows:</p> <ul style="list-style-type: none"> ● A1 Externally provided professional services such as legal or production costs are recovered at cost plus 15%. ● B1 Externally provided non-professional costs such as travel, accommodation and search costs are recovered at cost. ● B2 Internally provided non-professional costs such as photocopying, facsimiles, telephone, postage and document storage are charged at a rate which is intended to recoup both variable and fixed costs. <p>All quoted rates are exclusive of GST. The firm's charge rates for internal costs may be altered annually to reflect increases in costs</p> <ul style="list-style-type: none"> ● Postage: \$3.00 per Envelope ● Photocopying and Printing \$0.50 per A4 page side ● Facsimile \$2.00 ● Motor Vehicle use \$1.00 per kilometre ● File opening fee (stationeries and consumable costs) \$250.00 per matter ● File Closing fee (storage costs) \$250.00 per matter
DIRECT DEBIT	<p>We are sure you understand how important it is as a small business that you pay the invoices that</p>

	<p>we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the payment schedule.</p> <p>We require your credit card details to be kept on file for automatic debit of invoices that exceed 14 days from the date of issue.</p>
WEBSITE HELP DESK CONSULTING	<p>We want you to get the most out of your new website or system. For this to happen, you must be asking questions and continually learning. We offer an assortment of different training, education, support, & helpdesk products and agreements.</p> <p>We will provide one (1) user with unlimited helpdesk support. Helpdesk allows for direct email and phone support for our Platform. Helpdesk does not include design or development labor. Helpdesk services are offered Monday through Friday from 8AM to 5PM WST. Two hundred dollars (\$200+gst) is the ongoing monthly fee for unlimited helpdesk support. The absence of Help Desk, standard consulting rates apply.</p>
REVISIONS	<p>We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.</p> <p>Any estimates or prices offered are based on the number of hours that we estimate we'll need to accomplish everything that you have told us you want to achieve.</p> <p>If you do want to change your mind, add extra pages, or even add more content- that won't be a problem. We will conduct any variations at the end of the original scope of works so we can accurately assess the request and provide estimates.</p> <p>Revisions are charged at standard rates. Along the way we might ask you to put requests in writing so we can keep track of changes.</p>
FEEDBACK FREEZE	<p>At milestones, we allow only a 48 hours time frame for feedback to be collated and responded in a structured, single document format. After this time has elapsed, you will no longer have the opportunity to make suggestions for alterations that fall within the scope of your project budget. Any suggestions will be logged, estimated and scheduled upon approval of additional budget and timeframe after your project.</p>
ADDITIONAL BILLABLE	<p>Unplanned components, ideas, revisions, and project scope happen - when there is an unexpected event that will incur a cost, we will notify you ahead of time and will not produce unless we receive clear approval for increased budget and timeline.</p> <p>Hourly services are billed in six minute increments on our online billing and desktop hour tracking software, Xero. However, most additional projects and/or project modifications will be scoped prior to commencement basis.</p>
CANCELLATIONS	<p>In the event of cancellation, you'll need to pay for any additional hours consumed beyond your deposit and any other production and media that was delivered/produced along with your project.</p> <p>For Monthly Managed Services, we will require a minimum of 28 days written notice.</p>
LIABILITIES & REFUNDS	<p>We work in good faith to deliver an output that satisfies the marketing objective, and to fit the medium. We can't guarantee that our output will always be error-free or meet varied expectations and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the use of, or inability to administer the files in the correct way, even if you have advised us/we have advised you of the possibility of such damages.</p> <p>Upon signing or accepting any sales agreement or contract, no refund of any deposit paid by the Client to Freeform will be given if the sales agreement or contract is later terminated. If the Client fails to remit a deposit or any scheduled payment due to Freeform, all outstanding monies under the contract or sales agreement will become due 14 days after issue by Freeform of a written demand for payment to the Client.</p> <p>All payments are non-refundable as ample opportunity and choice is provided to the Client prior to acceptance of the contract or sales agreement. It is the responsibility of the Client to ensure</p>

Freeform's products and services are suitable for the Client's purposes by assessing this via consultation with Freeform's consultants. Freeform's only obligation is the delivery of the products and services the Client has purchased. If the Client cancels its contract or sales agreement, cancellation fees will be payable equal to the deposit plus any additional hours consumed, less any payments already made.

ENTIRE AGREEMENT

This document together with any attachments, as well as any new, different or additional terms, conditions or policies which we may establish from time to time, and any agreement that we are currently bound by or will be bound by in the future, constitutes the complete and exclusive agreement between you and us concerning your engagement of us on ANY project, and supersede and govern all prior written and verbal communications.

WE'RE HERE TO HELP

At Freeform, we believe in listening to our clients. This is the only way to continually improve our products and services to match your needs. If you have any questions, queries or concerns regarding our products, services or solutions we're here to help. Please contact (08)6363 5689 or email your account manager.