

# terms and conditions

1. This agreement is made between Vertigo Design Ltd and yourself, the client (hereafter known as 'The Client').
2. Vertigo Design agrees to perform the services it was contracted for in order to meet the predetermined requirements of The Client.
3. Any of the following by the Client constitutes acceptance of these terms:
  - (a) acceptance of any quote given by Vertigo Design; or
  - (b) giving Vertigo Design instructions to act.
4. Vertigo Design shall provide detailed invoices and retain and provide on request documentation to support the invoices presented to The Client. This may involve, but is not limited to, specification documents, communications (both electronic and paper-based) and time-tracking information.
5. Vertigo Design warrants that it has the experience and the expertise to perform the services required by the agreement, and that it will perform those services in a timely and professional manner. Vertigo Design will repair/correct any deficiency in the service at its own cost.
6. Payment of Vertigo's account is due in full on or before the 20th of the month following date of invoice.
7. If nonpayment of a validated invoice occurs, Vertigo Design is entitled to collect in addition to the outstanding fee, reasonable costs related to collection, lost business and any associated legal fees. Interest at the rate of 2.5% per month, calculated daily, may be charged on the amounts unpaid from the due date for payment until payment is made.
8. Project that have a lifespan of more than one month will be invoiced monthly.
9. Vertigo Design's maximum liability to the Client shall at all times be limited to an amount equal to the value of the Services performed in respect of the particular job undertaken by Vertigo Design for the Client. Vertigo Design is not liable in contract or tort or any other basis of legal liability in respect of any indirect or consequential loss or damage, nor loss of profit, business opportunity or goodwill as a result of any failure or omission on the part of Vertigo Design to comply with its obligations
10. Vertigo Design is not liable for non provision or delay of the Services or to otherwise carry out its obligations under these terms if that failure arises from any circumstance reasonably outside of its control, or the effect of such failure could not be reasonably foreseen.
11. Design and layout costs are based on an estimated time allowed for this project. Any changes or alterations that are not specified in the quote will be billed at an additional hourly rate, of \$150 per hour.
12. Changes and corrections that may impact on the critical path or costing will be communicated to the client by the Account Manager.
13. Vertigo Design acknowledges that in some situations, independent contractors may be necessary in order to complete certain tasks.
14. The Client will provide all information necessary for the development of any work undertaken.
15. The Client acknowledges that all the material created by Vertigo Design in performing the Services, including source file, shall at all times remain the absolute property of Vertigo Design unless otherwise stipulated or agreed between Vertigo Design and The Client.

Final proofing is the responsibility of The Client.

Prices quoted are exclusive of GST and freight.