

terms & conditions.

tr | **theroom.**
design studio

A level 1
82 vulture street, west end q 4101

✉ po box 5549, vulture street
west end q 4101

T 07 3846 0140
F 07 3846 0474

E production@theroom.com.au
W theroom.com.au



Terms and Conditions

1. Price quoted is based on the original brief provided by the client and project overview outlined in the above costings. If the project varies from the original brief, additional costs will be incurred.
2. 50% deposit is required before commencement of project.
3. All work will be 100% invoiced on completion unless otherwise previously agreed. Estimated date of completion will be as defined by the project schedule. If the project schedule is extended by the client a further invoice of 40% will be issued to cover work to date. Remaining 10% balance will then be issued on completion.
4. Quote includes two minor sets of author's corrections at the concepting stage. Additional client author's corrections and/or variations to the specification once site is in the construction phase will attract additional fees and will be charged at our hourly rate of \$140 p/h.
5. Request for changes will need to be supplied by the client in writing.
6. If The Room Co Pty Ltd are contracted to provide services for a project and the project is cancelled, The Room Co Pty Ltd reserves the right to demand payment for all work and expense incurred by us to date. The Room Co Pty Ltd does not refund for any monies paid for cancelled jobs.
7. Payment of accounts must be made within 7 days of receipt of invoice unless other terms have been agreed to.
8. The Room Co Pty Ltd reserves the right to pursue late payment.
9. Late payment will incur a surcharge of 4% on each invoice issued after the due date.
10. The client has the right to use the artwork produced in undertaking the services only for the purpose for which it was commissioned. Intellectual Property in the artwork and associated materials shall remain the property of The Room Co Pty Ltd.
11. The Room Co Pty Ltd retains the right to use the artwork and associated materials for the purpose of design competitions, future publications on design, educational purposes, marketing materials and portfolio at our discretion.
12. The failure by The Room Co Pty Ltd to insist upon compliance with any provision of the terms does not constitute a waiver of that provision and The Room Co Pty Ltd shall be entitled to insist upon compliance with all provision of these terms at any time.
13. If a person or part of a provision of these Terms and Conditions is found to be invalid or unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on the parties.
14. No claims levied against The Room Co Pty Ltd in relation to loss or damage will be considered unless all amounts owing by the Applicant to The Room Co Pty Ltd have been paid in full.
15. The laws of the State of Queensland shall apply and any legal proceedings commenced by any part to this agreement shall be issued out of and heard in the relevant court at Brisbane.
16. That the production schedules will be established and adhered to by the Applicant and The Room Co Pty Ltd. Neither party shall incur any liability or penalty for delays due to actions or negligence of Applicant, state of war, riot, civil disorder, fire, labor trouble, strikes, accident, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other cause beyond their control. The Room Co Pty Ltd shall be entitled to unilaterally extend production schedules for up to 60 days upon giving the Applicant written notice.
17. That except by force of law, the parties acknowledge that The Room Co Pty Ltd gives no warranty whether express or implied for the Services and associated materials. In no event shall The Room Co Pty Ltd be liable for any person and/or entities consequential and/or incidental damages.
18. The client further agrees to indemnify and hold harmless The Room Co Pty Ltd for claims of any nature whatsoever pertaining to the Services and their associated material. This includes the loss of proofs and materials, missing projected deadlines set for the completion of the Services, loss of any information, claims relating to any intellectual property furnished by or to the Applicant.

Confidentiality

It is agreed that the directors and or employees of The Room Co Pty Ltd shall not at any time 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 to anyone whatsoever without the previous consent in writing by the client.

Liability Regarding Work and Materials Provided

It is agreed that all work and materials provided for the client by The Room Co Pty Ltd will be free and clear of all liens and encumbrances and may be lawfully used by the client without infringing upon the rights of others including and without limiting the generality of foregoing, any copyright trade secret patent.