



## TERMS & CONDITIONS:

The 'client' refers to any entity entering this agreement with Toby Creative. The following terms and conditions are governed by the laws of Western Australia. Any additional work or other requirements not specified in this contract, or any other amendment or modification to this contract, must be authorised by a written request signed by both client and a representative of Toby Creative.

1. This quote is valid for 30 days.
2. A purchase order or signed confirmation to proceed is required prior to commencement.
3. There is a two business day cooling off period from the date of the signed quote, unless previously agreed upon by both parties. After this two business day period, the signed quote is a binding agreement to proceed, and the client agrees to make the required deposit payment within 14 days of the dated and signed quote. In the case that a deposit is received by Toby Creative during the cooling off period, that payment will be taken to indicate that the cooling off period is not required, and will signal that the terms have been accepted and work can commence immediately.
4. Payment terms:  
Design & Development Services:  
50% of the cost of any item to be put into action is payable in advance of commencement, with the remainder payable on completion. In any event, full payment of invoices due, based on quotes provided and agreed, is to be made within 14 days of completion.  
Monthly Marketing Services:  
Full payment of the monthly cost of any item to be put into action is payable in advance before 28th of preceding month to ensure commencement, or continuity of ongoing monthly service.
5. Third-party payments:  
All third-party payments for ad services (e.g. Google Adwords, Facebook Ads etc.), are the direct responsibility of the client, and the client's supplied credit card details will be used in the process and for the purpose of establishing the third-party service and maintaining payments for advertising dependent upon the platform requirements, and as agreed to as the monthly ad-spend budget. Updates to the payment process are the responsibility of the client to supply correct and current credit card details to maintain continuity of service. Monthly ad-spend is an approximation, based on many variables (such as fraudulent click reversal), or advertising adjustments. As such, unused or overspent budget from one month, may be carried over and/or adjusted in the following month.
6. Unless shown as inclusions any outside services requested will be charged in addition to the quoted costs.
7. Toby Creative will make all reasonable attempts to complete the project within the agreed time line. If the client does not supply Toby Creative with all required materials for this project, such as content, within two weeks of the agreement date the project timeline is likely to be extended accordingly - or if the project stands idle for a period exceeding two months - unless prior arrangement has been agreed upon, the entire deposit amount of the agreement shall be retained by Toby Creative as liquidated damages, an invoice will be issued for any work completed over and above the value of the deposit received and the contract shall become null and void. If the project is cancelled in writing by the client prior to this date an invoice will be issued for any work completed over and above the value of the deposit received. Cancellation of the project for whatever reason at any stage following the acceptance of this agreement will incur costs to the value of time and elements expended up to and including the date of the cancellation. After seven days of the project being signed across to the client, Toby Creative will consider the project completed. If the project we are undertaking is changed or additional



items added, costs will increase accordingly. Payment for variations, extras, excessive changes or additional instructions agreed or instructed by you are not included in this quote.

8. All design material produced by us may be archived by us for future use by you if needed. Retrieval of data from archives will incur additional fees.
9. As a condition of acceptance of this contract, the undersigned, the company they represent and any supplier or subcontractor to Toby Creative agree not to directly approach or engage an employee, or supplier, of Toby Creative other than as appropriate in the course of Toby Creative business at any time without prior written agreement from Toby Creative.
10. In the event of a change of project scope or requirements, all work by Toby Creative will be paused, at which time additional costs will be quoted to the client and this sum must be paid either in part or in whole as agreed upon by both parties before recommencement of the project. If the client wishes to terminate the project at this stage, condition number 7 will apply.
11. Toby Creative will not be responsible or liable, professionally or legally, for any pre-recorded, registered, patented, sounds, music, text, images and content copyrighted or otherwise that the client wishes to use on the project. The client agrees that the supply of all and any elements of text, graphics, photos, designs, trademarks, artwork or software for inclusion in the project is the client's responsibility and are free and available to be used by the client, or that the client has permission from the rightful owner to use each of these elements, and will protect, indemnify and defend Toby Creative and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the client. Whilst the utmost care is taken to ensure data security, Toby Creative will accept no responsibility for any loss in data, security breaches, force majeure or third-party interference. The client indemnifies Toby Creative against any losses by the client resulting from any failure or non-availability of service including search engine rankings, positioning in the market, demand for the client's products or services, sales figures, delays, website functionality or statistics whether the service is externally hosted or not. This is at the sole risk of your company.
12. All copyright in all creative, writing, design, photography, artwork and any other work capable of being the subject of copyright which is produced or created by Toby Creative for you vests in Toby Creative and is licensed to you for reproduction and use in the print and electronic material for which it is prepared under this agreement. Use is limited to the company for which this work is produced and is not transferable. Any other materials or software used in the production of this project which is subject to an existing license retains this licensing when deployed in the live environment.