



## **Terms & Conditions**

**Last Updated June 2009**

The following Terms and Conditions of Service apply to all products and services provided by Inspired Insight.

Inspired Insight's Terms and Conditions cannot be varied by any individual or entity, unless there has been a prior written agreement between that individual or entity and Inspired Insight.

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Inspired Insight reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

## Acceptance of Quote

By accepting Inspired Insight's quote, you are entering a contractual agreement where you agree to pay the sum mentioned, in return for the stated products and services, subject to the provided terms and conditions.

You acknowledge that there may be additional charges in the event of:

- A change the scope of the originally quoted products/services
- Additional alterations requested by the client, over and above those included in the written quote

The client will be notified of additional charges by Inspired Insight and consent obtained by the client before additional work begins.

## How to Accept Inspired Insight's Quoted Work

To have Inspired-Insight proceed with your project:

- Read our full terms and conditions on this page
- email manifest@inspired-insight.com with the following: "I have read and understood the information provided to me in quote number <insert your quote number and name here>. I wish to proceed with this project for the estimated amount of <amount>. I understand that changes I request to the scope of this project may change the total project cost. I confirm I have read, understood and agree to Inspired Insight's terms and conditions."
- Within 7 days of the email, please post us a signed copy of your full agreement to PO Box 916, Buderim QLD 4556, Australia.

## Payment Terms

Unless otherwise negotiated and stated in writing as part of your quote, projects require a 60% up front deposit (20% non-refundable component). Your project will begin once your deposit payment has cleared.

All costs contained in this estimate are in Australian Dollars (unless otherwise stated) and require credit card payment or direct deposit. If paying by Credit Card, an additional 2% credit card transaction fee will be added.

## Key Delivery Dates

Key delivery dates specified in the quote for your project are estimates only and may change. In this event, Inspired Insight will advise you of the new delivery dates as soon as possible.

Where a client fails to deliver material required as stated in the written quote, Inspired Insight reserves the right to re-negotiate delivery dates.

The inability to meet deadlines due to unforeseen circumstances, or as a result of the client not meeting their deadlines / key delivery dates does not give the client grounds to terminate the contract or renegotiate fees.

## Hosting and Domain Names

Unless you specify otherwise, all web site domains and hosting will be purchased through our preferred provider Net Registry ([www.netregistry.com](http://www.netregistry.com)) and registered in your name / the name you specify. Prices will be charged at retail rates. For more information, please visit the Net Registry web site.

## Trademarks and Business Names

Inspired Insight requires the client to perform their own appropriate searches and investigation into the availability of any business name to ensure the name is not already in use. Inspired Insight will not be responsible for any legal action that may result from improper due diligence on the availability of a company name or image.

## Project Completion

A project will be deemed to be complete when all the terms have been met and the scope of work has been completed (or otherwise negotiated with the client). An email will be sent to you confirming the project's completion. You will be asked to respond to ensure you agree.

A final invoice will be issued (if there is an amount remaining), and on final payment, all appropriate files associated with the project will be forwarded to you.

## Testimonials

At the completion of your project, Inspired Insight may ask you to provide us with a testimonial on the services / outcomes you received. We reserve the right to use any testimonial given to us for an undermined period of time, on a variety of promotional vehicles including, but not limited to: the Inspired Insight web site, brochures, electronic promotions, advertising etc.

## Disputes

In some cases, during the course of the fulfilment of the contract, a dispute, misunderstanding or disagreement may arise. Inspired Insight is dedicated to ensuring your good will at all times, and follow a "Conflict Resolution Guide" to be used if such situations arise. If you required, please contact us for a copy of this guide.

## Cancellation of Contract

Clients wishing to cancel a signed contract before the contract completion, where work has begun are required to pay the contract amount in full - unless otherwise negotiated with Inspired Insight.

Before work has begin and a deposit paid, cancellation of projects may be made initially by telephone or e-mail. However, following this, Inspired Insight required formal notification in writing to the business postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of quote acceptance. The balance of monies due must be paid within 7 days.

Please note: any cancellation which is not formally confirmed in writing and received by Inspired Insight within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Any monies due to be refunded will be subject to a 2% administration/process fee.

## Copyright

At the completion of your project and on payment of all outstanding invoices, you will be granted copyright to use and reproduce any "design compositions" created for you by Inspired Insight "as-is" and for the purpose for which it was designed/created.

The copyright does not extend to the individual elements, words, pictures, ideas, visuals and illustrations which make up the design, which remain the copyright of Inspired Insight (where applicable). It also does not cover / include images, fonts and other design elements sourced from third party libraries/sources.

As such, any design, copywriting, drawing, idea or code created for the client by Inspired Insight may not be modified, re-used, or re-distributed in any way or form without the express written consent of Inspired Insight.

If a choice of design is presented, only one solution is deemed to be given by Inspired Insight as fulfilling the contract. All other designs remain the property of Inspired Insight, unless otherwise agreed in writing.

The customer may request permission to use materials (for which Inspired Insight holds the copyright) in forms other than for which it was originally supplied, and Inspired Insight may, at its discretion, grant this. Such permission must be obtained in writing prior to any alternate use.

## Third Party sourced images, fonts etc

Third party sourced items (including but not limited to images, fonts, video, animation, templates etc) are used under license which enables Inspired Insight to use these images for any work we produce on our client's behalf. In general, you will be able to reprint the originally designed / produced item only – ie you can use them in their current format/layout on an ongoing basis. **IMPORTANT:** Changes can only be made by those holding the appropriate license/s – to do otherwise is a breach of the license agreement.

Inspired Insight is not able to provide our clients with any fonts or individual images for their use without the purchase of an appropriate license.

For detailed, specific terms and conditions regarding all externally sourced content, please read the detailed terms and conditions found on their respective websites.

## Client provided images and other material

Regarding any supplied text, images and other data to Inspired Insight for inclusion in the client's project, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

The customer agrees to fully indemnify and hold Inspired Insight free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

## Acknowledgement and rights of use

We love what we do and reserve the right to use the material we produce for you to promote our services, unless your project is confidential in nature, or unless otherwise negotiated. Your acceptance of Inspired Insight's agreement will allow Inspired Insight to:

- Web sites only: Place the following statement at the bottom of your web site pages, once completed: "Web site created by **Inspired Insight, Frequency Marketing** "Specialised Marketing, Design and Communications for the global Spiritual Community" (with a live link from our company name to our web site – [www.inspired-insight.com](http://www.inspired-insight.com)).
- Use screen shots and other instances of your artwork on our web site and in other marketing material for promotional purposes.

## Files provided to the client

On full and final payment of the invoice, Inspired Insight will provide to you all appropriate final output files associated with the project. These are typically PDF or EPS files for print-ready artwork, or JPG, PNG, TIF or GIF files for digital use.

These files will not include native (ie the program they were created in) layered artwork unless included as part of your written quote.

Files will be emailed to the client unless otherwise requested. No physical copy will be mailed unless otherwise requested. Physical copies of artwork on CD may be subject to postage and handling charges.

## Disclaimer

Inspired Insight makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Inspired Insight will not be held responsible for any and all damages resulting from products and/or services it supplies. Inspired Insight is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Inspired Insight s responsible for any such

loss or damage. Any claim against Inspired Insight shall be limited to the relevant fee(s) paid by the customer.

Inspired Insight reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Inspired Insight will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Inspired Insight and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. Inspired Insight recommends that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

*Ends.*