

OUR TERMS AND CONDITIONS

The following Terms and Conditions of Service apply to all products and services provided by Circle Media Development Pty (Ltd) (hereinafter referred to as Circle Media).

All work is carried out by Circle Media on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Circle Media on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Circle Media unless specifically agreed in writing.

Design Charges

Charges for design services to be provided by Circle Media will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable payment of 50% of the quoted fee will become immediately due.

Unless agreed otherwise with the Client, all design services require an advance payment of a minimum of fifty (50) percent of the project quotation total before the work commences or is supplied to the Client for review. The remaining fifty (50) percent of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

Payment

The customer will be provided with a Proof Email, and an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form or signify approval by email to Circle Media.

Any invoice queries must be submitted by email within 14 days of the invoice date.

Accounts which remain outstanding for 30 days after the date of invoice, will incur late payment interest charge of 5% on the outstanding amount from the date due until the date of payment.

This initial 5 % figure will be added upon each recurring 30 day period until the full amount has been received by Circle Media.

Payments may be made by online transfer, credit card (Visa, Mastercard) or Debit Card or cash.

Publication and/or release of work done by Circle Media on behalf of the client, may not take place before cleared funds have been received.

Default

An account shall be considered default if it remains unpaid for 30 days from the date proofs email is sent. Circle Media shall be entitled to remove Circle Media 's and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, design and maintenance.

Removal of such materials does not relieve the customer of its obligation to pay the due amount.

Customers whose accounts become default agree to pay all Circle Media 's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

Client Feedback:

The Client should be prepared to offer some initial feedback as to how closely the suggested designs meet with their general needs and expectations. The Client should select the design strategy that best suits their needs and assemble and deliver a list of any desired discussion points for revision. The Client is more than welcome to combine elements from the different looks to create a FINAL look within two revision rounds. The Client will then approve/signoff on the final design strategy.

Third Party Contracts:

Circle Media Development cannot be held responsible for any loss or damages occurring after final sent through of artwork to supplier! Please check final artwork and require proof prints through suppliers before commencing with projects.

Revisions:

All projects include Revision Rounds (specific amounts) as stated on quotations. Should extra revision rounds be required a separate quotation will be supplied accordingly. The Client must assume that, after sing-off, all additions, alterations, changes in content, layout or process changes requested by The Client, will alter the time and cost

Additions and Alterations:

The customer agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The customer also agrees that Circle Media holds no responsibility for any amendments made by any third party, before or after a design is published.

File Formats:

Fully paid for designs will be supplied to The Client in: OPEN FILE FORMAT (PSD OR AI), PRINT READY JPEG & PDF and Ms Word in case of Letterheads. Open files supplied for printing purposes only. No editing by The Client will be possible unless Adobe Photoshop and/or Illustrator is used.

Backup:

Circle Media is not responsible for the Backup of any Final Designs once supplied to The Client as stated above. After final sign-off & delivery, backup arrangements can be quoted for separately if requested for by The Client.

Errors & Omissions:

Circle Media is not responsible for proofreading any designs. The Client is responsible to check proofs and other deliverables carefully for accuracy in all respects, ranging from spelling to technical illustrations. Circle Media is not liable for errors or omissions. The Clients' signature or go-ahead e-mail, or that of the authorised representative is required on all artwork prior to release for printing, digital publication, or other implementation.

Deadlines:

A Note on Deadlines:

Circle Media loves deadlines and we strive to hit every single one of them every time. Any indication given by Circle Media of a design project's duration is to be considered by the customer to be an estimation. Circle Media cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Circle Media for the initial payment or by date confirmed in writing by Circle Media

Cancellation

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Circle Media will need formal notification in writing to the company's 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 first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Circle Media within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

Promotion:

Circle Media has the right to use the digital format of all completed designs for publication or other promotional purposes and for these purposes only.

Hosting Websites

Circle Media offers a limited hosting services through an out-sourced virtual server. Circle Media does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Circle Media may request that clients change the type of hosting account used if that account is deemed by Circle Media to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Circle Media's virtual server are due at the commencement of any period of service and are non-refundable.

Fees due to third party hosting organisations are the responsibility of the client and Circle Media are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the customer / domain owner.

Disclaimer

Circle Media makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Circle Media will not be held responsible for any and all damages resulting from products and/or services it supplies. Circle Media 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 Circle Media responsible for any such loss or damage. Any claim against Circle Media shall be limited to the relevant fee(s) paid by the customer.