
THERE

TERMS OF ENGAGEMENT

WHO WE ARE	THERE trading as THERE (“we”, “us”).
WHO YOU ARE	The client named in the Fee Proposal (“you”).
THESE TERMS	apply to all services we provide unless we agree otherwise in writing. Your Fee Proposal (“Proposal” plus these Terms form our agreement).

1. ACCEPTANCE & STARTING WORK

You accept these Terms when you approve the Fee Proposal, pay a deposit, or ask us to start in writing (i.e. email).

2. SCOPE, DELIVERABLES & TIMELINE

- The scope, deliverables, number of concepts/revision rounds, formats, and timeline are set out in the Fee Proposal.
 - Timelines assume you provide feedback, content and approvals on time. If the project is delayed due to late materials/feedback, we may need to revise the schedule (and sometimes the fee if the delay is significant).
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3. YOUR RESPONSIBILITIES (TO KEEP THINGS SMOOTH)

You agree to:

- provide digitally accurate, clear content and assets (copy, images, logos, brand files, fonts), and confirm you have the rights to use them;
 - review work carefully (including spelling, legal/regulatory wording, and final proofs);
 - give feedback in a single, consolidated list where possible; and
 - appoint one main decision-maker who can approve work and keep stakeholders aligned.
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4. REVISIONS & CHANGES

Revisions included (if any) are those stated in the Proposal. If the Proposal is silent, our default is one round of consolidated amendments after each key presentation.

4.1 Changes to Work (Revisions + Author’s Corrections)

We know design usually needs a little refining. Unless stated otherwise in the Proposal, we include one round of consolidated amendments after each key presentation.

If you request additional concept rounds, extra revision rounds, or there’s a change in direction and/or content, we’ll quote for the extra work based on what’s required and who needs to be involved. Any changes to supplied content (copy, images, data, supplied assets etc.) after design work has progressed are treated as Author’s Corrections and charged at \$200/hr (unless another rate is agreed in writing).

4.2 Additional Work (Out of Scope)

Sometimes, as the project develops, your needs or priorities may shift. (These may include; extra rounds, new deliverables, a change in direction, late-stage content changes, etc.). If you request deliverables or tasks outside the agreed scope, we'll treat these as Additional Work. In that case, we will either: provide a separate quote for approval, or confirm the estimated time required in writing and invoice monthly, with an itemised breakdown of the additional tasks requested.

5. FEES, INVOICES & PAYMENT

Quotes are valid for 60 days unless stated otherwise.

We invoice as set out in the Proposal (typical is an upfront deposit, then phased billing) each month.

- Payment is due 30 days from invoice date. If an invoice is overdue we may pause work (after giving notice) until accounts are up to date.
- You're responsible for reasonable debt recovery costs if an invoice remains unpaid.

6. EXPENSES & THIRD-PARTY COSTS

Unless the Proposal says otherwise:

6.1 Disbursements (Out-of-Pocket Expenses)

- Our fees include Normal day-to-day out-of-pocket expenses (such as local travel, basic printing/laser copies, art materials and communications).
- Any extraordinary costs (for example long-distance or interstate travel, accommodation, per diems, unusual production requirements or specialist suppliers) will be charged at cost plus a 15% administration fee. We will always obtain your authorisation before incurring these expenses.

6.2 International Travel (Flights, Accommodation, Expenses & Time)

If a project requires our team to travel internationally, the following terms apply:

- **Flights (international):** All international flights must be booked and paid for directly by the client. If you specifically request that we arrange flights on your behalf, we can do so and will invoice the full cost + a 15% administrative fee.
- **Travel class:** For international travel, we request business class flights on a reputable and safe carry. (For domestic travel, premium economy is acceptable.)
- **Accommodation:** Accommodation must be 4-star (minimum) or above, located within reasonable proximity to the project site where possible.
- **Travel expenses:** All travel-related expenses are to be covered by the client. This includes, but isn't limited to, shuttles and taxis, travel taxes, accommodation, food and beverages, sundries/incidental purchases, and stationery items.
- **Travel time:** Travel time spent in transit (including flights, layovers, transfers and airport time) is charged at 50% of the applicable day rate, per person.

7. FONTS & TYPE LICENSING (INCLUDING LOGO FONTS)

Fonts are licensed software and are usually governed by third-party End User License Agreement (EULAs)/foundry terms.

7.1 Not included in our fees

Unless explicitly stated in the Proposal, font licensing/purchase is not included in our fees.

7.2 You license directly

Where a project uses third-party fonts (including in a logo/wordmark), you agree that:

- you will purchase/hold the appropriate licenses directly with the font owner/foundry/marketplace (in your name); and
- any commercial negotiations, permissions and licence terms are between you and the foundry.

7.3 Logo font licensing

If your logo/wordmark uses a third-party typeface (even if customised), you are responsible for confirming that your intended use is permitted and for obtaining any required logo/trademark/brand usage permissions from the foundry.

7.4 Release of final files

To support compliance, we may supply review PDFs/proofs during the project, but we reserve the right to withhold release of final master artwork and/or editable source files until:

- all invoices are paid, and
- any required font licensing is confirmed as finalised.

If licensing isn't in place, we may (where appropriate) provide outlined/rasterised alternatives or recommend a licensed substitute.

8. THIRD-PARTY ASSETS & USAGE LIMITS

If we help source third-party assets (stock imagery, templates, mockups, music, etc.), your use may be limited by the supplier's terms. You're responsible for using those assets within the licensed scope ie. usage duration and regions etc.

9. INTELLECTUAL PROPERTY (IP) & WHAT YOU CAN USE

9.1 Ownership

Unless the Proposal says otherwise:

We own our working files, methods, and any unused concepts.

- Once you've paid all invoices, you receive a licence to use the final approved deliverables as described below.

9.2 Licence to you (after payment)

After full payment, we grant you a perpetual, worldwide, royalty-free licence to use the final deliverables for the purpose(s) set out in the Proposal (or if not stated, for your normal business marketing/communications). You may supply the final files to your printers/developers to use for that purpose.

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9.3 What's not included

Source/editable files (e.g., AI/INDD/PSD) are only included if the Proposal says so.

- Third-party materials (like fonts and stock assets) are not transferred to you beyond the licence you obtain from their owners.

9.4 Moral rights

To the extent permitted by law, you consent to reasonable acts needed to use and adapt the deliverables for the agreed purpose (e.g., resizing, cropping, minor edits) without further approval. (Creators' moral rights exist under Australian law even if copyright is assigned.)

10. CONFIDENTIALITY & PRIVACY

We'll keep your confidential information confidential and you'll do the same for ours. Either party may disclose confidential info if required by law.

11. SELF-PROMOTIONAL MARKETING

Unless you notify us in writing that a project is confidential (before public launch), you agree we may show the work for our self-promoted marketing i.e. case studies/awards/socials, in a respectful way and timing.

12. WARRANTIES & CLEARANCES

You warrant that you have the right to provide and use all materials you supply, and you indemnify us against third-party claims arising from materials you provide or instructions you give (including trademark issues, copy claims, or unlicensed fonts and assets).

13. LIABILITY (BALANCED + LEGAL MINIMUMS)

We'll provide services with due care and skill.

- To the maximum extent permitted by law, we're not liable for indirect or consequential loss (like lost profits). Our total liability for a project is limited to the fees you paid us for that project. (Nothing here limits rights that can't be excluded under the Australian Consumer Law, where it applies.)

14. TERMINATION / PAUSE

Either party may end the project by written notice if the other party materially breaches this agreement and doesn't fix it within 14 days of notice.

If the project is paused or terminated, you'll pay for:

- work completed up to that date (at the agreed fees/rates), and
- any non-cancellable third-party costs already committed.

On payment (and subject to the licensing clause above), we'll provide the deliverables completed to that stage.

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15. GENERAL

We may use contractors/suppliers to deliver services.

Neither party is liable for delays outside reasonable control (force majeure).

– This agreement is governed by the laws of NSW, Australia, and the courts there have jurisdiction.

ACCEPTED BY CLIENT REPRESENTATIVE

Date

Name

Title

Signature

- I confirm I am authorised to sign on behalf of the company
- I accept the terms in the License Agreement
- I do not accept the terms in the License Agreement