



**Picket
Studio.**

Project Terms of Engagement

Just so we're on the same page

A brief overview.

Summary

In this document you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into agreeing to something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In short, if you're reading this document, it's because you will be hiring us to work on your behalf on your digital project as outlined in our previous correspondence.

Of course it's a little more complicated, but we'll get to that.

What we need from you

- As our customer, you agree that you have the full power and ability to enter into an agreement with us on behalf of your company or organisation.
- You agree to provide us with everything that we need to complete the project including text, images, other information in appropriate formats as well as your time and resources as and when the project requires.
- You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage.
- You also agree to pay our invoices in a timely manner, including any deposits required for commencement of the project.

How we run our projects.

Our approach

We approach all projects with the idea of the user experience as the cornerstone – conveying a positive, cohesive experience and relationship between your users and your brand across all touchpoints. We aim to offer quality, a strategic approach and strong attention to detail and great creative solutions.

Our goal is always to deliver outcomes of which both we and our client can be proud.

Your role

In order to get the most out of projects with us, we recommend that you are as active and involved as possible. The more involved you are in the process, the better the result you will get. In order to stick to deadlines, it is important to be responsive to requests and sign-offs and keep in mind that on a tight timeline, a delay can result in delivery being extended.

We also generally ask clients to prepare content such as copy, product descriptions or photography well in advance, and for website projects we generally assume that you will enter this content into your website CMS once we've provided you with some training.

Our project process

Our methodology is built around good, clear communication and is designed to get you the best result possible with the least amount of confusion. The project will progress through pre-defined phases.

At the beginning of each phase we'll need information from you, and at the end of each phase we will present you with materials for you to sign-off on. We'll set milestones in advance that indicate when we'll need your input, and you agree to meet your milestones to ensure that we can meet ours.

Once a phase has been signed-off, any later change requested to the work presented during that phase will be considered an extension to the agreed scope of work, will be chargeable at our standard rates additional to the originally estimated project amount, and may delay completion.

Standard rates are available on request.

Changes and revisions

Although we provide cost estimates, we know from experience that fixed-price contracts often limit you to your first idea about how something should look or work. We don't want to limit either your options or your opportunities to change your mind.

The costs of our projects are based on the time that we estimate we'll need to accomplish everything that you have told us you want to achieve. If we are working under a fixed cost and you want to change your mind or add extra requirements or functionality that won't be a problem, but we will need to charge these extensions at standard rates and you'll need to notify us in writing via our project management system.

How we run our projects (cont'd).

Communicating

We rely heavily on our online project management system, Basecamp, for communication. This keeps things simple and ensures that nothing slips through the cracks.

In order to help meet our estimated timing and budget, we need you to communicate with us using this very simple and user-friendly tool. It's not much different from using web-based e-mail, and we'll help you along if you ever run into any trouble.

- We will send you log in information to the system once the project commences, and this is where we will store all file transfers, sign-offs, feedback and change requests.
- Generally speaking, requests and sign-offs via standard e-mail communication will not be considered binding, and formal communication needs to be conducted through Basecamp, by mail or by fax.

Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selves, or that you have permission to use them.

When we receive payment from you for a particular batch of work, copyright is automatically assigned as follows:

- You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.
- You also own text content, photographs and other data you provided, unless someone else owns them.
- We own the XHTML markup, CSS, PHP, JavaScript, Objective C, Java and other code we develop and we license it to you for use on only this project.
- We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

Legalities

We can't guarantee that the functions contained in any programming will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

What if we need to part ways?

Jumping ship

At the end of each project phase, we will provide you with a tangible output such as a document, image file, HTML file, a working prototype, or the final site. At this point, if you are not satisfied or no longer wish to continue the project, you have the right to terminate this work and pay only those fees and expenses incurred up to the end of the current phase.

We have the right to cancel or delay the project upon notice if some unforeseen event or condition, such as a medical emergency or non-payment of invoices, prevents us from completing the project on time at the highest level of professionalism. In this event, you will be liable for payment of any time that we have spent to date, but no more.

The fine print.

The following are our general terms & conditions, which apply to all projects. In certain cases we may provide specific contracts for individual projects to be signed & agreed-upon by both client and Picket Studio before commencement. Unless otherwise specified, engagement with Picket Studio for any services is undertaken on these terms.

1. Agreed costs and payment
 - i. All costs are presented exclusive of G.S.T unless otherwise stated.
 - ii. Generally, fixed cost estimates (quotes) are not provided, and we operate on a "time and materials" arrangement with fortnightly billing. All and any time dedicated towards your project is billed each fortnight at standard rates unless agreed otherwise.
 - iii. Fixed costs are based on our understanding of the requirements from prior discussions and communications, and are subject to change should the scope of the project change. Clients will be notified of any proposed change to costs before they are incurred.
 - iv. For new clients and large fixed-cost projects, Picket Studio may require a deposit of up to 25% of the estimated (or agreed) final fee. Deposits are to be paid (with funds receipted) prior to commencement of the project. The remaining fees will be invoiced periodically during the project or according to an agreed payment schedule.
 - v. Our invoice terms are 14 days net, and can be paid by cash, cheque, direct deposit or electronic transfer.
 - vi. We may charge interest on late payments at the rate of 1% per month (charged on a daily basis) from the date on which an invoice becomes overdue until payment is received in full.
2. In the case of fixed-cost project quotes, the final total of the quoted project can rightfully be raised if any of the following occur. (Any additional time spent will be charged according to our standard Fee Schedule – available upon request.)
 - i. supplied materials (copy, images, documentation, requirements) are altered or edited post supply by client after they have been supplied to us;
 - ii. the scope of work is altered in any way by client request verbally or in writing;
 - iii. excessive meetings are called by client request; or
 - iv. the estimated project hours is exceeded by considerable amount due to unforeseen circumstances or information not supplied by the client at time of estimating.
3. Unless explicitly included, project expenses and disbursements to be incurred by the client not listed in project quotations or cost estimates, will include the following:
 - i. Printing, production & installation costs, including proofing.
 - ii. Website hosting, software subscriptions, licenses, plug-ins and maintenance costs.
 - iii. Website content entry
 - iv. Domain name & company registration
 - v. Courier and delivery fees (charged at cost)
 - vi. Photography, iconography, fonts or stock photography images
 - vii. Other disbursements such as CDs, packaging, associated production costs, etc.
 - viii. Travel (charged at administration rates – see standard Rate Card)
4. Website content population
 - i. The Client will be provided with training during the production of website, to populate the site with dynamic content and imagery. If required, Picket Studio can perform this task as an additional service at our standard administration rate (see our Fee Schedule for rates).

The fine print (cont'd).

5. Costs and time estimates are subject to adherence to Picket Studio's project process, including:
 - i. Communication only through the client's assigned project manager
 - ii. All written communication through our project management system (Basecamp)
 - iii. Sign-offs on standard documentation (if provided) at various project steps including:
 - a) Response Brief
 - b) Technical Specification
 - c) Site Map
 - d) Wireframes
 - e) Interactive Specification
 - f) Content Inventory
 - g) Page Design
 - h) Staging Site
 - i) Application Prototype
6. Proofing & Liability
 - i. It is our duty to provide the client with a final proofing documents for any high-value work which is to be built, published or printed. The client must verify that they accept the work as final and acceptable in all creative concept, any copy, spelling, grammar, and free from any typographical or interaction errors.
 - ii. We will not accept liability for any error found after production has occurred if the proofing document is authenticated and dated by the client.
7. Copyright and Ownership of Intellectual Property
 - i. Picket Studio retains the right to publish details of the project and reproductions of project materials for promotional purposes.
 - ii. Unless specified, and with the exception of third-party licensed intellectual property, Picket Studio will retain ownership of all materials developed for the project. The Client will retain a single, non-exclusive license to use copyrighted material only for the purpose defined in the project scope.
 - iii. Picket Studio will retain original artwork and development files for maintenance and archival purposes, copies of which will be available on request.
 - iv. Picket Studio will retain copyright for communication tools and templates used to communicate artwork and documentation of certain deliverables or information (including but not limited to presentation documents, style guidelines, brand platform and overview documents, research findings and documentation, etc).
8. Client not to employ Picket Studio employees
 - i. The Client will not, without the prior written consent of the other, during the term of the project and for the period of 12 months after the expiry or termination of the last remaining project entered into by The Client and Picket Studio, either directly or indirectly (including via a related body corporate) engage, employ or seek to engage or employ any person who was an employee of or engaged by Picket Studio.