

Great to have you on the team

Here's your copy
of our tee's & cee's —
good terms for a
working partnership



Universal Favourite

The brand, design and digital company.

Bathroom reading?

That's one way to get through all these boring terms and conditions.

Be sure to read everything though as you'll have to sign, detach and return the agreement slip at the back to us!

Overview

Our working agreement with you

As much as we would have liked to get this all onto one page, it just wasn't possible (unless we used ridiculously tiny type). There are a few things, so grab a cuppa (glass of good red?) and get comfy. There are only six pages to get through.

We've cut back as much legal-ese as possible, to make it as clear and easy to understand. We have no desire to trick (or bore) you into signing something you might later regret. Like you, we want what's best for both parties both parties, now and in the future.

To keep things simple, "us", "our", "UF" and "we" refers to us, Universal Favourite, and "you" and "your" refers to you and/ or your company or organisation.

While the language is simple, the intentions are serious. This agreement is a legal document under jurisdiction of New South Wales courts. If any part of it becomes void, the rest still applies.

For starters:

If you're part of a company or organisation, you confirm that you have the authority and ability to enter into an agreement with us on behalf of that company/organisation.

You also confirm that you have the necessary skills, experience and capabilities to carry out the work you're committing to do, that you will carry them out in a professional and timely manner, and that you have been honest with us about previous work you've completed.

This agreement stays in place for this, and all future projects, and doesn't need to be renewed. That means its terms remain in place even after you have completed your agreed work for us, including if we stop working together during a project for whatever reason.

The only valid changes to this agreement are the ones you give us in writing (before the project starts) and our Director (that's Dari...you've met him) approves.

Keep it real

Work commitments and deadlines

We go to unbelievably great lengths to keep to our promises and deliver work on time. When we're working together we'll expect that you do the same. We'll set and agree your deadlines together up-front. We implore you not to over-commit beyond what you're capable of delivering! We're relying on you, and will hold you to the work you commit to.

Of course we appreciate that sometimes things are beyond your control. So if something happens which means you can't deliver your work to us as promised, please, you must get in touch straight away so we can let our client/third party know about any changes in scope or schedule. Depending on the circumstances, we'll still need you to complete the rest of the work.

Common sense

Good work ethic

It goes without saying (but we'll say it anyway) that when you're working with us, you can't work on anything/for anyone else that's competitive and a conflict of interest with the work you're doing for us. And in the same vain, working with us must not conflict with or be affected by any of your prior projects, jobs, agreements or relationships.

You will to observe the Company Code of Conduct and any other rules and regulations which we may establish governing the conduct of its business or its employees.

Day-to-day Communication and filing

We rely heavily on Basecamp (our online communication tool) for all electronic communication. We'll need you to communicate with us using this very simple and user-friendly tool. It's not that different from using web-based e-mail, and we'll help you along if you ever run into any trouble.

All communication with the client around the project must be done through our wonderful project managers, and not directly from you.

You're working as part of our team, so if we do need you to communicate directly with one of our clients, prospective clients or relevant third parties, you'll need to do so as part of UF, and not as an external supplier.

We're super organised in our nature. To keep things that way we have a very specific way of filing our documents, and will need you to follow our file naming system strictly. It saves time for both

you and us in going back and fixing up incorrectly filed and/named documents. Don't worry, it's pretty straight-forward, and we will give you all the details on filing the UF way when the project kicks off.

Tech stuff Digital projects

We expect our designs to be translated to code perfectly. We appreciate there may be issues with browser compatibility and coding for different devices, so this may not always be possible. But regardless, we always do our best to make sure we don't settle for anything less than pixel-f^*ing-perfect.

We give our clients a 30-day warranty after the go-live date (at no additional charge) for the technical functionality of completed work. We'll need you to offer that same warranty, at no additional cost, for the work you complete for us. During those 30 days, we'll need you to attend to and resolve any unforeseen bugs, errors or technical issues relating to the deliverable specified within the scope of the brief.

Who owns what Intellectual Property

You'll be completing work on behalf of UF, which means we'll own the intellectual property for the work you create. This includes the delivered project work, as well as the ideas and concepts that come out of the work you do while working with us. This covers work done on your own, with someone from the UF team, our client's team, working from our studio or elsewhere, during and outside working hours.

We work out butts off to make sure we deliver nothing less than perfection to our clients. And we'll need you to do the same; doing everything you can to affect, perfect and protect any intellectual property created during the course of your employment.

We pride ourselves on fresh thinking and creating new ideas. We trust you won't use or reproduce any intellectual property owned by UF, other than what's necessary for the purposes of the project.

We love learning new things, and love learning from others. But what we

definitely don't love (and will never do) is use other people's ideas and pass them off as our own. So we trust that you won't bring to UF or our client any documents, processes, tools, etc containing confidential information or IP of any of your previous projects or employers.

We understand you want to show off your amazing work! With written approval from Dari, you can reproduce the output of any completed, closed projects in which you were involved.

We have to note that this is solely for the purposes of your personal portfolio, and is on the condition that you clearly state that the work was done when working on behalf of Universal Favourite, and not claim ownership of the client or project as your own.

Secret Squirrel Confidentiality

Confidentiality is not something we take lightly. It's the basis of the integrity of our work and our relationships. We trust you will do the same.

When you're working with us, we'll share stuff with you about both UF and our client's (and maybe a third party's) business. Everything we share is confidential. This includes all documents (printed or electronic), including business plans, any strategic documents, brand framework documents, methodologies, tools, processes and procedures, technical information, ideas, concepts, designs, technology, budget details, salary information, industry knowledge, drawings, any data concerning the business's operations, finance, contact details, e-mail addresses, service users, suppliers and transactions. You get the just. You can't share or disclose any of it, verbally, in writing or electronically.

You also can't take away any documents or files from our studio, databases, digital storage, servers or from our

client's offices, digital storage or software. This means no making copies of any documents, files, notebooks, records, correspondence, etc, that belong to us, someone in our team or to our client. If you need copies or access to any files or documents we will definitely organise that for you. Any of the documents/files we do give you access to obviously cannot be shared with anyone or used for any other client (not specific to UF and the project you're working on with us).

We'll need you to let us know straight away if you find out about any suspected or actual unauthorised use, copying or disclosure of confidential information by any one else. Then we'll need you to help us, and our client, with any further actions to make sure there are no further breeches of confidentiality.

We trust you, and trust you to keep to this agreement. But if there is an instance where confidentiality is compromised, we will have to end the relationship then and there. We've never had to do this in the past, and hope to never do it in the future. If our business or our client's business is affected as a result, we may

seek compensation from you to the extent of any loss suffered by us or our clients including consequential loss.

This confidentiality agreement stays in place while you're working with us, when any/all projects are finished, as well if our relationship ends for some reason during a project.

Dollars and sense

Payment terms

Running a tight ship means always keeping on top of our payments. In order to do that we'll need you to send us the invoices for your work within 6 months of the date on which you completed any work for us. If you don't manage to do this within those 6 months, it will mean you waive any right to claim any payment from us for that work.

The invoices you give us must be consolidated tax invoices (for the purposes of GST) and each separate invoice needs to include a clear description of the work you've completed.

Our payment terms are 30 days from the date we receive your invoice.

If the amount of any invoice is disputed, we will pay that part of the amount, if any, not in dispute and will promptly notify the Consultant of the reasons for disputing the whole or any part of the invoice (as the case may be). Despite any dispute regarding payment, you will still be required to complete the scope of agreed work.

In addition to any other applicable remedies, the Company shall be entitled to an injunction in any court having jurisdiction in the event of any actual or threatened violation of any of the provisions of this Agreement.

Jumping ship

Terminating your employment

We may need to end our working relationship for some reason either on your or our behalf. If this happens, there will be a few loose ends that need tying up.

We'll need you to return everything to us basically. That includes any records, files, notebooks, emails, documents, plans, methods, procedures, results or findings, as well as any computers, files, storage devices (CD's, USB's, DVD's, etc), and any other property of UF which you may have. These must all be intact and without erasures, deletions or other alterations or modifications.

You'll need to delete copies of e-mails, e-mail addresses, contact information or correspondence stored in your or any other company e-mail account.

We love our clients and our team, and they're ours to keep. So we trust that you won't, directly or indirectly, approach or interfere with them for 12 months after you've completed a project or we've ended our relationship during a project. This includes any of our identified prospective clients too.

You may not at any time conduct interviews, disclose information or issue statements to the media that in any way relate to the business of UF or your employment with us without prior approval from us.

UF circle of trust

Working together in the future

As we've covered off right at the start, it's important to us to find the right people to work with, and always take a long-term view to working with those people time and time again.

So with each project we work on together, the more we trust you, and the closer you nudge inwards to our little UF family circle.

Over the course of a few projects we will get a good sense of your working style, and you of ours. We'll also see how things are working out in terms of accurate estimations of time and cost, the project process, and the outcomes.

Basically, through our first project we'll see what it's like to work together. On the second project, we'll get even more comfortable and into the swing of things (and the results should just keep getting better). By the third project we're smitten! That means you're top of our list, and the first person (or company) we will choose to work with.

**Okay, you made it
through the Tees and Cees.**
Now there's just one thing
left to do...

Signed & sealed

We trust this is all in line with what makes a great working relationship.

If you're happy and agree to these terms, and would like to go head and work with us, please sign below and return this document to us.

Signing this document means that you're agreeing to work with us according to all the terms outlined in the preceding pages. The person signing on behalf of a company confirms they are authorised to do so.

We look forward to working together on this, and future projects!

You

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Signed by (your name)

Daron Israelstam


.....
Signed by (your name)

.....
An authorised representative of

Universal Favourite

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An authorised representative of

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Signature

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Signature 

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Date

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Date

