

Jake Barros | Terms of Business



Ok...so here are all the big, complicated legal words we've got to go through. Like you, I'm eager to get the fun, creative stuff happening, but first, we must business. My terms are pretty straight forward, you do your bit, I do mine, and everyone has a great time. I go by Queensland law, invoices are due on the date stated, and the things I make are officially downloadable and delivered once invoices are processed! Pretty simple. For a more in depth look at the ins and outs, do read on.

To be considered a client of Jake Barros ABN 14 676 034 253, you (the 'Client') agree to the following terms of business. Agreement to the following terms is indicated by; use of any of Jake Barros's creative services, the execution of any contract, or commencement or completion of any business activities; whichever should occur first.

Please read these terms and conditions carefully. Acceptance of the terms is vital to the engagement of Jake Barros's creative services. Jake Barros may revise these terms and conditions at any time by updating this document and publishing the revised terms on his website, or otherwise making them available. If these terms and conditions are revised, the original terms accepted by the Client for a project will remain valid, however, they will apply to any future projects commenced after the revision.

These terms and conditions constitute a legally binding agreement between the Client and Jake Barros. They also represent the entire agreement between the Client and Jake Barros and supersede all prior agreements, understandings, statements, representations, whether oral or written. Except as provided above, no variation will be made to the contract unless it is in writing and signed by representatives of the Client.

Pricing and Procedures

Prices are valid for 30 days from the date of the estimate or proposal. If work is not commenced within 30 days of acceptance, Jake Barros reserves the right to re-negotiate the price. The Client agrees to provide written acceptance or email acceptance before any work is commenced.

The placement of an order for any services offered by Jake Barros and validated by either the Client's signature on the estimate or quotation form, or Client email or Client verbal acceptance (in the case of work with urgent timelines) constitute acceptance of the estimate or quotation and agreement to fully comply with all the Terms and Conditions.

Jake Barros shall not incur a liability or penalty for delays in the completion of the work due to any wilful act, omission, or negligence of the Client, unusual transportation delays, unforeseen illness or external forces beyond the control of Jake Barros. If such event(s) occur, it

shall entitle Jake Barros to extend the completion\delivery date by the time equivalent to the period of such delay. Jake Barros may from time to time and without notice or liability to the Client suspend any of the services if the reason for doing so is an event beyond the reasonable control of Jake Barros. Jake Barros reserves the right to suspend services in any case where the Client fails to perform its obligations under this agreement.

Additional charges may be added to an estimate for costs incurred for services or items required to complete a job for the Client. These may include edits, courier fees, proofing, iterations above and beyond what was set at expectation before commencement of work, and the purchase of imagery and materials, or services supplied by third parties. These charges will always be communicated to the Client before they are accepted and invoiced.

Jake Barros procedures have been create and implemented with a high quality and efficient focus in mind. The Client will be advised of the workflow which will be undertaken for the Client's project with Jake Barros in regards to pre-production, production, post-production, revisions and delivery methods and requirements. Additional charges may be added to an estimate for costs incurred for additional requests from the Client that cause delays, disruptions or additional hours to the original workflow advised by Jake Barros.

Payment

A non-refundable deposit of 50% of the total estimated cost is required before work can commence, with 7 days payment terms, unless otherwise specified on an invoice. In subject to delivery, the remaining 50% of the total cost is to be paid and received by Jake Barros on or by the date specified on an invoice, in order for the Client to receive access to the final deliverable/s. Jake Barros is not liable for any missed deadlines or publishing opportunities due to unpaid or overdue invoices. If any payment is not received within the specified period, Jake Barros reserves the right to charge interest on the outstanding amount at the rate of 10% per annum, calculated daily and capitalised monthly in arrears on the first day of each month, until the overdue account is paid in full.

For retainer contracts, an invoice will be supplied at the start of every month, which will require payment within 14 days. If for some reason the Client wishes to terminate the retainer agreement early they will be liable for the amount of the remainder of the retainer contract and payment within 14 days of the termination.

Workplace Health and Safety

Jake Barros takes the workplace health and safety of his own employees, contractors and anyone involved with his creative process very seriously. The Client agrees to cooperate with Jake Barros and comply with his reasonable directions to ensure a safe work environment for all persons involved.

Intellectual Property

The Client is solely responsible for obtaining any and all necessary intellectual property rights, clearances and/or other consents and authorisations and providing copies or evidence of these to Jake Barros. It is the responsibility of the Client to inform Jake Barros where media release forms are pertinent and required for redistribution of produced content. The Client warrants to Jake Barros that it has complied with the requirements in this paragraph, and Jake Barros relies on that warranty in undertaking any work for the Client. The Client indemnifies Jake Barros and his officers, employees, contractors and agents, and will keep them indemnified, for any breach by the Client of such warranty.

Where Jake Barros uses music, stock imagery or footage that requires the purchasing of licenses, the information around the tenure of these licenses will be made available to the Client.

The Client acknowledges and agrees that all right, title and interest in and to any creative or other work created or developed by Jake Barros and all associated copyright and other intellectual property rights ('IP'), is owned by Jake Barros and ownership only passes to the Client subject to the terms of this agreement. Ownership of any IP which comprises original works created at the request of the Client (which excludes any content, designs, effects, audio, and video which is pre-created by Jake Barros, or owned and licensed from third parties) ('Client IP') will pass to the Client only upon payment in full of all monies due and owing to Jake Barros from time to time. Jake Barros reserves the right to use the Client IP in his own promotional activity. The Client grants to Jake Barros a non-exclusive, royalty-free, worldwide licence to use Client IP for such purposes.

Confidentiality

Jake Barros and the Client each agree to keep strictly confidential all information which they exchange between them for the purposes of this agreement, or any information which they receive which a reasonable person would consider to be confidential in nature. They must not disclose any such confidential information to any third party without the prior written consent of the other, unless the information is publicly available, or disclosure is otherwise required by law.

No Warranty

Jake Barros makes no representations and gives no warranties or guarantees to the Client that any Client IP complies with any laws of regulations (such as those relating to distribution of media content, or restrictions on advertising for certain industries), or that any Client IP is suitable for any particular use or purpose, whether or not such use or purpose is described by the Client to Jake Barros prior to this agreement being entered into.

Exclusions and limitation of liability

To the full extent permitted by law, Jake Barros hereby excludes all warranties not expressly set out herein. No oral or written information or advice given by Jake Barros, his

representatives or employees shall create a warranty or in any way increase scope of the express warranties hereby given, and you may not rely on any such information or advice. Subject to law, Jake Barros's total aggregate liability to the Client under this agreement or otherwise arising out of or in connection to the provision of services to the Client shall be limited to the charges by the Client in respect of the services which are the subject of any such claim.

In no event shall Jake Barros be liable to you for any loss of business, profits or anticipated savings or for any other indirect, consequential or economic loss whatsoever. In no event shall Jake Barros be liable for personal injury or death of a person or persons involved or in the vicinity of filming or creation activity for service for the Client.

The Client agrees to indemnify and keep indemnified and hold harmless Jake Barros and each of his officers, employees, contractors and agents against any claims, damages, costs, losses, damages, expenses, liabilities, actions, demands and proceedings ('Claims') brought against Jake Barros by any third party arising in connection with, whether directly or indirectly, the provision of services by Jake Barros to the Client under this agreement, or the use, non-use or misuse of any Client IP, or any wilful act, omission, negligence, or breach of the Client. The Client further releases Jake Barros from all liability under any such Claims.

General Provisions

Neither party may assign their interest in this agreement without the prior written consent of the other party.

This agreement is not intended to create any relationship of franchisor and franchisee, employer and employee, or principal and agent, or any partnership, joint-venture or fiduciary relationship between the parties and neither party shall hold itself out as being so related.

All amounts stated in this agreement or separately quoted or advised to the Client are, unless otherwise stated, exclusive of Goods and Services Tax. The Client must, if required by Jake Barros, pay GST on top of any amount payable for services provided by Jake Barros, provided that Jake Barros provides a tax invoice to the Client.

Each party will bear their own costs of and incidental to this agreement.

Any provision of this agreement that is illegal, void or unenforceable will be read down or severed so as to preserve the remainder of this agreement which will continue in full force and effect.

This agreement may only be varied by a further written agreement signed by or on behalf of each of the parties.

This agreement shall be governed by the laws in force in the state of Queensland. Both parties hereby submit to the exclusivity of the courts of that jurisdiction.